



# North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on June 12, 2023. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

### MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

### I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

### II. EXECUTIVE SESSION

A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Routine Personnel including but not limited to Administrative Appointments

- a. Principal of Krueger Middle School
- b. Assistant Principal of Bradley Middle School
- c. Assistant Principal of Tejeda Middle School

2. Update on Personnel Duties Related to Disposal of Confiscated Contraband

B. Discussion Regarding Intruder Detection Security Audit pursuant to Government Code Section 551.076

C. Consultation with Board's Attorney pursuant to Government Code Section 551.071

1. Disposal of Confiscated Contraband

### III. RECONVENE INTO OPEN SESSION

### IV. WELCOME FROM THE BOARD PRESIDENT

### V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Academy of Creative Education (ACE)

**Presenter:** Patrick Valdez, Principal

### VI. RECOGNITIONS

A. President's Remarks on Acknowledgment of Special Calendar Events

B. UIL 6A Track and Field State Meet Medalists

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership  
C. Churchill High School All-Service Division II National Champion  
Unarmed Drill

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership  
D. Reagan High School All-Army Champion Unarmed Drill

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership

## VII. MATTERS FROM THE FLOOR

## VIII. MATTERS FROM EXECUTIVE SESSION

A. Personnel Including but not Limited to Administrative Appointments  
pursuant to Government Code Section 551.074

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**Presenter:** Rudy Jimenez, Chief of Schools and Leadership

a. Principal of Krueger Middle School

b. Assistant Principal of Bradley Middle School

c. Assistant Principal of Tejada Middle School

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**Presenter:** Dan Villarreal, Chief Financial Officer

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**Presenter:** Rudy Jimenez, Chief of Schools and Leadership

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**Presenter:** School Health Advisory Council

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A. Interim Financial and Management Reports	
B. Federal Grants Report	
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D. Open Records Request Report	
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<b>XIV. ADJOURNMENT</b>	

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*If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.*

**CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 9th day of June, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

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The North East Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, age or disability



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Rudy Jimenez  
Chyla Whitton, Executive  
Director for Human  
Resources

Subject: Employment of Personnel  
New Hires

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

#### **ADMINISTRATIVE CONSIDERATION**

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

#### **BUDGETARY CONSIDERATION**

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Anthony Jarrett,  
BranDe Merriman, Director,  
Performance and  
Accountability

Subject: 2023 Accountability Refresh    Related Page(s):    Attachment  
Update

## **PRESENTATION**

### **BACKGROUND INFORMATION**

According to state law (from Texas Education Code, §39.053 f), the purpose of A-F accountability is:

- to continuously improve student performance
- to eliminate achievement gaps based on race, ethnicity, and socioeconomic status
- to ensure this state is a national leader in preparing students for postsecondary success

This presentation is to provide the Board with supplemental information about the changes to the State of Texas Assessments of Academic Readiness/End of Course (STAAR/EOC) and the accountability system and to answer any questions.

### **BOARD ACTION REQUIRED**

None



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Anthony Jarrett, Chief Instructional Officer

Subject: Bexar County Mental Health Grant    Related Page(s):    Attachment

## PRESENTATION

### BACKGROUND INFORMATION

Bexar County awarded districts around the city additional funds to support mental health. This grant must support students and their families who fall below 60% of the community mean income or meeting our district at-risk indicators. Currently, 52.7% of our district population is economically-disadvantaged with 42% qualifying for free meals. Additionally, nearly 20,000 students attend Title 1 schools. Grant funds will be used to address the following areas in our schools:

- Improving community relationships
- Initiating early prevention and just-in-time support for students and their families
- Decreasing the number children sent to alternative schools
- Decreasing recidivism at the alternative school
- Addressing significant barriers affecting family relationships
- Providing families with helpful resources during and after the school day
- Providing educational opportunities to help prevent substance abuse and/or violence
- Increasing the focus on prevention versus intervention for behavior issues

Services provided by this grant will focus on social workers, additional counselors, parent outreach/resources, family welcoming materials, family support classes, violence and drug prevention programs, and staff development.

### BOARD ACTION REQUIRED

None



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Rudy Jimenez

Subject: School Health Advisory Council  
(SHAC) Annual Report

Related Page(s): 2022-23 SHAC Annual  
Report

# PRESENTATION

## BACKGROUND INFORMATION

Each year, in accordance with Education Code, Chapter 28, the District School Health Advisory Council (SHAC) shall submit to the Board of Trustees, at least annually, a written report that includes:

1. any committee recommendations concerning the school district's health education curriculum and instruction or related matters that the committee has not previously submitted to the Board
2. any suggested modification to a committee recommendation previously submitted to the Board
3. a detailed explanation of the committee's activities during the period between the date of the current report and the date of the last prior written report
4. any recommendations made by the physical activity and fitness planning committee

Per the SHAC Bylaws adopted in November of 2022, a presentation on the annual report must be given to the Board of Trustees on or before June 30 of each year.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Rudy Jimenez

Subject: School Health Advisory Council  
(SHAC) Volunteer Application

Related Page(s): SHAC Volunteer  
Application

# PRESENTATION

## BACKGROUND INFORMATION

In accordance with the NEISD SHAC Bylaws approved by the Board of Trustees in November of 2022, the SHAC Facilitator is expected to maintain a database of SHAC Volunteer Application submissions (Article VII.D). A revised SHAC Volunteer application utilizing a Google Form was reviewed by the SHAC. The application will be placed on the SHAC website for immediate implementation.

# North East ISD School Health Advisory Council (SHAC) Volunteer Application

Each school district in the state is required to establish and maintain a district-level school health advisory council. State law requires the majority of SHAC members to be parents (of students enrolled in NEISD schools) who are not employees of NEISD. The School Health Advisory Council acts in an advisory capacity to Board of Trustees.

\* Indicates required question

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1. Applicant First and Last Name \*

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2. Applicant Street Address \*

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3. Zip Code \*

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4. Applicant Phone Number \*

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5. Applicant Email Address \*

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6. Which board member represents the Single Member District (SMD) where you reside? \*

Link to District Trustee Map: <https://www.neisd.net/Page/23889>

*Mark only one oval.*

- Sandy Hughey / District 1
- Terri Williams / District 2
- Diane Sciba Villarreal / District 3
- David Beyer / District 4
- Shannon Grona / District 5
- Steve Hilliard / District 6
- Marsha Landry / District 7

7. Do you currently have a child or children attending a NEISD school? \*

*Mark only one oval.*

- Yes
- No     *Skip to question 9*

Children Currently Enrolled in NEISD

8. Please list each child's grade and the school they currently attend. \*

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NEISD Employment

9. Are you currently an employee of NEISD \*

Mark only one oval.

Yes

No

Community / Business Member

10. Do you own or work for a company or organization which provides services to NEISD or any other school district? \*

Mark only one oval.

Yes Skip to question 11

No Skip to question 12

Community Business Member Details

11. Please provide details about the company or organization where you work. (Name \* of company, your position, and types of services provided)

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Commitment and Interest

12. Are you willing to commit to serve two years on this council? \*

*Mark only one oval.*

Yes

No

13. Are you available to meet during lunch (12:15 - 1:30 PM) at least four times per year and as needed for additional standing committee work sessions (standing committee work sessions are determined by each specific standing committee)? \*

*Mark only one oval.*

Yes

No

14. Briefly describe why you are interested in serving on the NEISD School Health Advisory Council. \*

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15. In what areas are you interested in serving as part of the SHAC? (Please indicate your level of interest for each area) \*

Mark only one oval per row.

	Very interested	Somewhat interested	Neutral	Somewhat disinterested	Very disinterested
<b>Basic nutrition education</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Teen pregnancy</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>School facilities for exercise &amp; recreation</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Human growth and development education</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Health curriculum as part of required courses</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Guidance and counseling</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>School-based physical activities</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Healthy weight management</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

safety  
School

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safety

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16. Do you have an area of interest that is not listed above? If so, please explain.

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17. If selected, would you be willing to share your email address with fellow SHAC members? \*

*Mark only one oval.*

- Yes
- No
- Unsure

Thank you for your submission. If you have questions, please contact Jennifer Aguilar, Director for Physical Education, Health & Athletics at jaguil13@neisd.net. Completion of this application does not guarantee membership in the SHAC. There are a limited number of positions. Candidate interviews may be required. SHAC members are appointed by the NEISD Board of Trustees.

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Google Forms



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance & Accounting

Subject: Budget Study Session #3

Related Page(s): None

### PRESENTATION

#### **BACKGROUND INFORMATION**

The Board of Trustees is required to formally adopt the annual budgets of the General, Debt Service, and School Nutrition Services funds. As part of the annual budget process, staff prepares information for the Board of Trustees' review and consideration through a series of budget study sessions. This is the third budget study session for the 2023-2024 budget.

#### **BOARD ACTION REQUIRED**

None



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Rudy Jimenez  
Chyla Whitton,  
Executive Director,  
Human Resources

Subject: Proposed Compensation  
Plan for 2023-2024

Related Page(s): Pay Scales 2023-2024  
Retention Supplement Resolution

## ACTION ITEM

### BACKGROUND INFORMATION

It is the goal of the North East Independent School District to maintain a pay system that allows it to continue to recruit and retain quality personnel.

### ADMINISTRATIVE CONSIDERATION

Our District's Administration recommends the following Compensation Plan for the 2023-2024 School Year, which includes:

#### **Teacher Pay Scales (based on a 10-month assignment):**

- Increase the starting salary for teachers and librarians with 0 years of experience to \$57,000
- Place new-to-district teachers and librarians with 25+ years of experience at the new maximum of \$66,400
- For eligible teachers and librarians, grant a minimum 4% general pay increase equal to \$2,300 with additional targeted adjustments for certain years of experience
- In accordance with a prior legislative session's House Bill 3 requirements, "classroom teachers" with more than 5 years of experience have the following differentiated pay included in their annual salary:
  - 6-15 years of creditable experience = \$600 annually
  - 16+ years of creditable experience = \$1,200 annually

#### **Professional/Administrative (A, E, P and T) Pay Scales:**

- Adjust the professional/administrative pay scale ranges (minimum, midpoint and maximum) to better align with current market
- For eligible professional/administrative employees, grant a minimum 4% general pay increase based on the midpoint of the new 2023-2024 pay scales with additional targeted adjustments for specific positions, including but not limited to counselors, nurses and speech language pathologists
- For returning professional/administrative employees who do not earn a year of credit, grant a scale adjustment increase based on the midpoint of the new 2023-2024 pay scales

#### **Classified (C, I, O, P and T) Pay Scales:**

- Adjust the classified pay scale ranges (minimum, midpoint and maximum) to better align with current market
- For eligible classified employees, grant a minimum 6% general pay increase based on the midpoint of the new 2023-2024 pay scales with additional targeted adjustments for specific positions, including but not limited to bus drivers, custodians, food services and special education and instructional assistants
- For returning classified employees who do not earn a year of credit, grant a scale adjustment increase based on the midpoint of the new 2023-2024 pay scales

The Board recognizes that although the 88<sup>th</sup> regular Texas Legislative Session did not result in new funding for teacher/employee pay raises, there may be a special legislative session called by the Governor of Texas where a bill could be passed to provide such funding. Conditioned expressly on such a bill being passed in a special session to occur after the adoption of this compensation plan, the administration shall analyze any such legislation to determine if additional pay increases would be required to comply with such legislation and, if necessary, provide the Board with a proposal for such pay increases to be funded by such a bill. The Board will consider any necessary pay increases at a duly-called meeting and intends that any such approved increases be incorporated into this compensation plan and be paid as part of the salary for the 2023-24 school year.

### **Retention Supplement**

The administration of NEISD has determined funding is available through the American Rescue Plan's Elementary and Secondary School Emergency Relief (ARP ESSER) federal grant to provide a one-time retention supplement for the first semester of the 2023-2024 school year. This supplement is outside any employment contract and only applies to the 2023-2024 school year.

In order to qualify, employees must have a hire date on or before October 1, 2023. If implemented, qualified employees will receive a supplement in accordance with the terms outlined in the attached resolution. The implemented supplement will be paid in November 2023 and will be conditioned upon the qualified employee being employed through the last day of the 2023 fall semester in good standing.

The Kid's Involvement Network (KIN) assistants are regularly scheduled to work on all instructional school days and are eligible to earn retirement benefits through the Teacher Retirement System of Texas; therefore, they are deemed eligible for the supplement. However, all other temporary and substitute employees are ineligible for the supplement.

If additional ESSER funds are available and other budgetary conditions permit, the Superintendent is hereby authorized to present to the Board of Trustees a recommendation for another one-time retention supplement to be paid during the second semester of the 2023-2024 school year.

### **Signing/Relocation Bonuses**

The marketplace for hiring new teachers in certain high need areas has become more competitive. Our District must continue to attract the best candidates for teaching positions, particularly now that districts across the nation are faced with staffing shortages. Accordingly, if ESSER funds are available and other budgetary conditions permit, as determined by the Superintendent in conjunction with District staff, the Superintendent is authorized to identify high-need and hard to find teaching areas and offer new teachers for these areas a signing and/or relocation bonus as a recruitment incentive. Such bonuses shall be available for those identified teaching areas until such time as they are no longer identified as high need or hard to find areas. This signing bonus program applies only to the plan initiated in the 2023-2024 school year.

Any such bonuses shall be paid in accordance with criteria approved by the Superintendent, and are not in any way recurring in nature.

### **Teacher Incentive Allotment**

In accordance with the Teacher Incentive Allotment (TIA) approved under House Bill 3, State of Texas 86th Legislative Session, our District will be receiving additional state funding for each designated teacher employed. Although our District is preparing to have a designation system in place for the 2024-2025 school year, the compensation plan must address how to compensate any teacher employed during the 2023-2024 school year that earns a designation in another district or who automatically earns a Recognized designation for having achieved National Board Certification. For any funds received by North East ISD for a designated teacher under the TIA, 90% percent will be paid to the designated teacher. The remaining 10% percent will be used for costs as permitted by the Texas Education Agency. Should our District receive funding for a designated teacher who has resigned or retired, our District will forward payment to the resigned or retired teacher as soon as practicable. Such funds are not part of any employment contract.

The Board of Trustees may adjust the compensation reflected in this portion of the plan as necessary to utilize funds available under the TIA which were not known at the time this plan was initially adopted. Distribution of the TIA funds will comply with state law and Texas Education Agency guidance.

**BUDGETARY CONSIDERATION**

The proposed Compensation Plan serves to provide eligible employees with a salary increase, to provide a one-time retention supplement in November, to evaluate the use of ESSER funds to establish a signing and/or relocation bonus for high need or hard to find areas, and to utilize possible Teacher Incentive Allotment funds received for the 2023-2024 school year. It also serves to permit possible compensation increases for employees in the event of legislation for that purpose passed during a future special session requires such increases. This proposal and its impact to the budget have been discussed in detail during the budget presentations.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the Compensation Plan for the 2023-2024 school year.

**BOARD ACTION REQUIRED**

Approval/Disapproval

**RESOLUTION**

**NORTH EAST INDEPENDENT  
SCHOOL DISTRICT**

June 12, 2023

**WHEREAS**, the North East Independent School District has always been and will remain committed to recruit and retain quality personnel,

**WHEREAS**, the administration of NEISD has determined the American Rescue Plan's Elementary and Secondary School Emergency Relief (ARP ESSER) Funds have been approved to provide NEISD employees with a one-time retention supplement for the first semester of the 2023-2024 school year to further the educational purpose of helping retain its valued employees who ultimately provide students with quality educational services; and

**WHEREAS**, the Board of Trustees finds that retention of employees throughout the course of the 2023-2024 school year is an important benefit to the District and that a retention supplement will promote employee morale and retention;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees hereby declares that each full-time District teacher and librarian with a hire date on or before October 1, 2023 shall receive a one-time retention supplement of \$1,230, such amount to be payable in the month of November expressly conditioned upon the qualified employee's completion of their 2023 fall semester work schedule in good standing;

**BE IT FURTHER RESOLVED** that all other employees and Kids' Involvement Network (KIN) Assistants of the North East Independent School District would be eligible for a retention supplement of two percent (2%) of the annualized pay grade midpoint under the employee's applicable 2023-2024 salary range with a minimum supplement payment of \$500. To qualify for the supplement, the employee must have a hire date on or before October 1, 2023. The supplement amount shall be paid in one payment in November based upon the qualified employee's completion of their 2023 fall semester work schedule in good standing. All other temporary and substitute employees are ineligible for the supplement.

**BE IT FURTHER RESOLVED** that any employee who receives the retention supplement and separates from employment prior to the last day of their 2023 fall work schedule will not have met the requirement to earn the retention supplement, and such employee will have then received an overpayment. For any employee who received the retention supplement and then fails to meet the requirements, the amount of the retention

supplement will be deducted from their final paycheck or from their leave payout, or will otherwise be expected to reimburse the District the amount of the retention supplement.

**PASSED, APPROVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT, this 12th day of June, 2023.**

**CERTIFICATE FOR RESOLUTION**

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the North East Independent School District during a properly noticed and scheduled meeting held on June 12, 2023. A quorum of the Board of Trustees being then present, it was duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: 6  
Nays: 0  
Abstentions: 0

To certify which, witness my hand and the official seal of the District this 12<sup>th</sup> day of June, 2023.

President, Board of Trustees

NORTH EAST INDEPENDENT SCHOOL  
DISTRICT

By:

Shannon Grona  
Shannon Grona, President, Board of Trustees

ATTEST:

By:

Sandy Hughey  
Sandy Hughey, Secretary, Board of Trustees

**PROFESSIONAL/ADMINISTRATION  
2023-2024 SCHOOL YEAR**

<b>ADMINISTRATIVE/INSTRUCTION</b>			
<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
A1	\$ 194.06	\$ 242.55	\$ 291.04
A2	\$ 254.75	\$ 318.43	\$ 382.12
A3	\$ 307.35	\$ 377.11	\$ 446.88
A4	\$ 317.96	\$ 390.13	\$ 462.31
A5	\$ 339.56	\$ 411.59	\$ 483.62
A6	\$ 372.14	\$ 448.24	\$ 524.57
A7	\$ 392.61	\$ 473.01	\$ 553.42
A8	\$ 414.19	\$ 499.04	\$ 583.88
A9	\$ 466.60	\$ 548.94	\$ 631.28

<b>OTHER CAMPUS SUPPORT</b>			
<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
CS1	\$ 272.41	\$ 340.50	\$ 408.61
CS2	\$ 314.87	\$ 386.35	\$ 457.82
CS3	\$ 324.14	\$ 397.71	\$ 471.28

<b>EXEMPT - SALARIED</b>			
<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
E1	\$ 199.02	\$ 242.71	\$ 286.40
E2	\$ 216.92	\$ 264.56	\$ 312.17
E3	\$ 251.63	\$ 306.88	\$ 362.11
E4	\$ 266.74	\$ 325.29	\$ 383.84
E5	\$ 298.78	\$ 357.82	\$ 416.86
E6	\$ 334.63	\$ 400.77	\$ 466.89
E7	\$ 374.79	\$ 448.85	\$ 522.91
E8	\$ 437.36	\$ 502.71	\$ 568.07
E9	\$ 524.83	\$ 603.25	\$ 681.68

<b>POLICE</b>			
<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
P5	\$ 295.70	\$ 356.26	\$ 416.82
P6	\$ 443.55	\$ 534.40	\$ 625.24

<b>TECHNOLOGY SUPPORT</b>			
<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
T4	\$ 239.19	\$ 286.47	\$ 333.73
T5	\$ 287.00	\$ 343.75	\$ 400.50
T6	\$ 309.96	\$ 371.26	\$ 432.55
T7	\$ 341.01	\$ 408.39	\$ 475.77
T8	\$ 381.85	\$ 449.22	\$ 516.60
T9	\$ 439.06	\$ 516.60	\$ 594.14
T10	\$ 516.58	\$ 583.72	\$ 650.84

**PARAPROFESSIONAL/AUXILIARY  
2023-2024 SCHOOL YEAR**

ADMINISTRATIVE SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
C1	\$ 11.59	\$ 14.13	\$ 16.68
C2	\$ 12.96	\$ 15.82	\$ 18.69
C3	\$ 13.76	\$ 16.78	\$ 19.80
C4	\$ 14.57	\$ 17.77	\$ 20.97
C5	\$ 15.45	\$ 18.84	\$ 22.24
C6	\$ 16.40	\$ 19.97	\$ 23.55
C7	\$ 17.35	\$ 21.17	\$ 24.99
C8	\$ 18.39	\$ 22.43	\$ 26.49
C9	\$ 20.72	\$ 25.12	\$ 29.53
C10	\$ 24.18	\$ 29.14	\$ 34.10

INSTRUCTIONAL SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
I1	\$ 13.00	\$ 15.62	\$ 18.27
I2	\$ 13.91	\$ 16.76	\$ 19.60
I3	\$ 15.11	\$ 18.44	\$ 21.75
I4	\$ 16.63	\$ 20.28	\$ 23.91
I5	\$ 20.19	\$ 24.33	\$ 28.46
I6	\$ 23.82	\$ 28.70	\$ 33.59
I7	\$ 26.18	\$ 31.58	\$ 36.96

OPERATIONS / AUXILIARY			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
O1	\$ 11.09	\$ 13.86	\$ 16.63
O2	\$ 12.39	\$ 15.11	\$ 17.83
O3	\$ 13.63	\$ 16.62	\$ 19.62
O4	\$ 15.00	\$ 18.29	\$ 21.58
O5	\$ 16.78	\$ 20.21	\$ 23.64
O6	\$ 19.80	\$ 23.84	\$ 27.89
O7	\$ 22.43	\$ 26.70	\$ 30.97
O8	\$ 23.79	\$ 28.30	\$ 32.82
O9	\$ 27.91	\$ 32.84	\$ 37.75

POLICE			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
P1	\$ 16.15	\$ 19.70	\$ 23.24
P2	\$ 22.11	\$ 26.96	\$ 31.81
P3	\$ 25.13	\$ 29.91	\$ 36.22
P4	\$ 29.75	\$ 34.39	\$ 44.34

TECHNOLOGY SUPPORT			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
T1	\$ 19.24	\$ 23.46	\$ 27.69
T2	\$ 22.27	\$ 26.98	\$ 31.69
T3	\$ 27.02	\$ 32.74	\$ 38.47

CUSTODIAL			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
CO1	\$ 13.00	\$ 15.66	\$ 18.79
CO2	\$ 13.63	\$ 16.62	\$ 19.61
CO3	\$ 14.99	\$ 18.28	\$ 21.58
CO4	\$ 16.34	\$ 19.93	\$ 23.52
CO5	\$ 18.27	\$ 22.02	\$ 25.76
CO6	\$ 21.57	\$ 25.98	\$ 30.40

FOOD SERVICE			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
F1	\$ 14.04	\$ 17.55	\$ 21.06
F2	\$ 15.13	\$ 18.91	\$ 22.70
F3	\$ 16.49	\$ 20.61	\$ 24.74
F4	\$ 18.28	\$ 22.86	\$ 27.43
F5	\$ 21.36	\$ 26.70	\$ 32.04
F6	\$ 23.99	\$ 29.98	\$ 35.98

DRIVER			
PAY GRADE	MINIMUM	MIDPOINT	MAXIMUM
D1	\$ 12.63	\$ 15.40	\$ 18.18
D2	\$ 15.29	\$ 18.65	\$ 22.00
D3	\$ 16.01	\$ 19.06	\$ 23.08
D4	\$ 16.80	\$ 19.43	\$ 25.04



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Tony Kaman  
School Health Advisory  
Council Chairperson

Subject: School Health Advisory Council (SHAC)  
Recommendation for Edited HSAE  
Instructional Materials for HS/Health 1  
Credit Courses

Related Page(s): HS/Health 1  
Edited Instructional  
Materials

### ACTION ITEM

#### **BACKGROUND INFORMATION**

As part of the May 8, 2023, adoption of the *Choosing the Best* curriculum for instruction in Human Sexuality and Abstinence Education and abuse/violence prevention, the School Health Advisory Council (SHAC) recommended and the Board of Trustees approved that any edits to instructional materials be reviewed by SHAC and brought to the Board for approval prior to implementation. All instructional materials, including NEISD Teacher Leader Guides, Teacher Tools, videos, and student note-taking guides for the HS / Health I HSAE and abuse prevention curriculum have been closely reviewed by the Classroom Health & Sex Ed (CHaSE) Committee whose revision recommendations were approved by the full SHAC.

#### **ADMINISTRATIVE CONSIDERATION**

SHAC meetings and standing committee work sessions were conducted under the requirements as set forth in BDF (Legal), BDF (Local), EHAA (Legal), and the NEISD SHAC bylaws and all instructional materials to be used in the HS health credit courses for instruction in HSAE and abuse/violence prevention were thoroughly reviewed and edited based on detailed and deliberate discussion by the Classroom Health & Sex Ed standing committee with approval of the full SHAC.

#### **ADMINISTRATIVE RECOMMENDATION**

The Administrative Staff brings forth to the Board of Trustees the recommendation to adopt the edited instructional materials for HSAE and abuse/violence prevention instructional materials for HS / Health I as presented by the 2023 SHAC, and certify that all students taking the a HS health credit courses who have opted in to this curriculum will be provided with instruction that complies with Texas law and covers 100% of the health TEKS related to HSAE and abuse/violence prevention.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Katherine Sanchez-Rocha,  
Executive Director,  
North East Educational  
Foundation, Partners in  
Education

Subject: NEEF MOU with NEISD

Related Page(s): NEISD NEEF MOU

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

In April 2017, at the NEISD Board of Trustees meeting, Dr. Brian Gottardy and the North East Educational Foundation presented a resolution to approve full- time NEISD positions to work with the North East Educational Foundation (NEEF). After careful study of similar foundations, the Board of Trustees approved the resolution. Through this partnership, designated funds to the North East Educational Foundation for NEISD campuses and projects are now accepted and the mission of NEEF to broaden educational opportunities for students at NEISD campuses districtwide continues to be valuable.

#### **MOU Background:**

This is a continuing MOU with updated term dates to keep the MOU in compliance. This was last approved at the 2022 NEISD Board of Trustees meeting and the term is up for renewal on June 30, 2023.

Rick Lopez, NEISD Attorney has reviewed and edited the document. The NEEF Governance & Nominating Committee has accepted the edits and the NEEF full board has voted to bring this document to the NEISD Board of Trustees. The District's process of approval for MOUs has been completed.

#### **RECOMMENDATION**

Approve and sign the attached NEISD-NEEF MOU to formalize the partnership.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**NORTH EAST INDEPENDENT SCHOOL DISTRICT**  
**and**  
**NORTH EAST EDUCATIONAL FOUNDATION**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the NORTH EAST INDEPENDENT SCHOOL DISTRICT ("North East ISD" or "the District"), a political subdivision organized under the laws of the State of Texas and the NORTH EAST EDUCATIONAL FOUNDATION ("NEEF" or "Foundation"), a 501(c)(3) non-profit organization. This Agreement shall be effective upon the signature of all parties ("Effective Date").

WHEREAS, North East ISD is a public school district located in Bexar County, Texas; and

WHEREAS, the Foundation was established as a charitable organization to provide charitable financial support for the benefit of North East ISD teachers, students, and its community; and

WHEREAS, North East ISD desires to facilitate the Foundation's efforts to raise funds for the furtherance of the educational mission of North East ISD for the benefit of teachers, students and its community;

NOW, THEREFORE, North East ISD and the Foundation do hereby agree as follows:

**I. RELATIONSHIP**

The parties acknowledge and accept that the Foundation and the District shall be maintained as separate and independent entities. Nothing in this Agreement shall be construed as forming or constituting a joint venture, partnership, or any other business or corporate relationship between North East ISD and the Foundation. Neither party has the authority to bind the other party to any contract nor obligation except as expressly provided herein upon prior written authority through a majority vote of the North East ISD's Board of Trustees and the Foundation's Board of Directors during lawful meetings held in accordance with any applicable state and/or federal law or in accordance with applicable bylaws.

## **II. II. FOUNDATION RESPONSIBILITIES**

- A. During the term of this Agreement, the Foundation agrees to raise funds for the benefit of North East ISD teachers, which are ultimately geared toward allowing them to improve the instruction and educational services they provide to students, as well as promote North East ISD programs consistent with the District's educational mission. The Foundation further agrees to contribute funds raised by the Foundation for activities and programs benefiting North East ISD teachers, as determined by the Foundation's Board of Directors, so that they can provide students with better instructional and educational opportunities in the classroom.

### **ADMINISTRATIVE SUPPORT:**

- B. To facilitate the Foundation's activities for the benefit of its teachers and students, North East ISD agrees to provide administrative support for Foundation activities at such levels as North East ISD shall determine (in consultation with the Foundation) to be appropriate. Such administrative support shall include providing office space for the Foundation, providing management and clerical assistance through the services of certain North East ISD employees as set forth in this Agreement, and providing budgetary assistance for expenses directly associated with the Foundation's fundraising activities. By signature of the authorized person(s) below, the North East ISD Board of Trustees expressly recognizes the educational purpose of the administrative support costs incurred in connection with this Agreement as necessary and beneficial to its teachers, students, and community.

### **REPORTING:**

- C. The Foundation shall provide North East ISD with an annual written report detailing Foundation's activities and programs for the benefit of North East ISD teachers, students, and its community during the year and the value of such activities and programs. The report shall be due each fall semester, following the end of the Foundation's fiscal year. It is the intent of the Foundation that the value of its activities benefiting North East ISD will exceed the cost of North East ISD's administrative support of the Foundation.

### **RIGHT TO TERMINATE:**

- D. North East ISD administrative support shall be a commitment from current revenue within North East ISD's then current annual budget. Renewal of this Agreement will be in accordance with Texas Local Government Code § 271.903, or similarly applicable law, concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement, North East ISD shall have the right to terminate this Agreement without default, penalty, or liability, effective as of the expiration of each

District budget period if determined, in North East ISD's sole discretion, that there are insufficient funds to extend this Agreement. Either party may terminate this Agreement on the basis of material breach by the other party, following the provision of thirty (30) days written notice and opportunity to cure. In the event the Foundation shall ever cease to provide funding, fundraising or other assistance required of it to North East ISD in its role as a supporting organization for North East ISD under Section 501(c)(3) of the Internal Revenue Code, then the Foundation shall take immediate steps to wind-down, liquidate and dissolve the Foundation. and North East ISD shall have no further obligations to the Foundation whether under this Agreement or otherwise.

**AUDITING:**

- E. The Foundation agrees to have an annual audit performed in accordance with its Bylaws and agrees to provide a copy of such audit to North East ISD.

**BOOKKEEPING:**

- F. The Foundation will maintain separate accounting books as an independent and legally separate entity from North East ISD.

**NONPROFIT STATUS:**

- G. The Foundation will maintain its status as an organization described in Section 501(c)(3) of the Internal Revenue Code as a supporting organization for North East ISD and shall notify North East ISD in writing immediately in the event of any change in the Foundation's tax status.

**III. INDEPENDENCE AND CONTROL**

- A. All North East ISD staff who provide administrative support for the Foundation under this Agreement always remain employees of North East ISD under the direct supervision and control of the Superintendent (or the Superintendent's designee) and are subject to all laws, rules, regulations, policies, and procedures applicable to North East ISD employees. The Superintendent (or Superintendent's designee) and the North East ISD Foundation Board will each evaluate the Executive Director's job performance on an annual basis.
- B. The Foundation will consult with the North East ISD before accepting any gift for the benefit of the District that contains restrictive terms or conditions.
- C. The Foundation will have the right to refuse any contribution, donation, or gift that comes from a source which in the determination of the Foundation Board of Directors is not in concert with the Foundation's mission or standards.

D. The Foundation will seek its own independent legal counsel in all matters requiring legal advice between the Foundation and the District when there is a potential conflict of interest between the two parties.

#### **IV. RENEWAL TERM**

Upon consideration by the parties to this Agreement, and as evidenced by their respective authorized representatives' signatures below, this Agreement is renewed effective July 1, 2023 through the end of the Foundation's fiscal year on June 30, 2024 ("Renewal Term"). Should the parties wish to renew the Agreement thereafter, they may do so through a signed written document expressing intent to do so, after which the Agreement will renew for another one-year period, with any subsequent renewals using the same process ("subsequent Renewal Term"). Any such renewal documents should be attached to this Agreement. Should either party choose not to renew this Agreement, it need simply provide written notice to the other party no later than sixty (60) days before the end of the then current renewal period.

#### **GOVERNING LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Mandatory and exclusive venue for all disputes shall be in Bexar County, Texas.

#### **V. CONFIDENTIALITY**

To the extent permitted by law, the parties shall maintain the confidentiality of records and information shared pursuant to this Agreement which is designated as confidential by the other party. The Foundation acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S. Code § 1232g, governs the privacy and confidentiality of educational records and personally identifiable information of students. The Foundation agrees to maintain the confidentiality of FERPA protected information and abide by FERPA, as applicable, including but not limited to not disclosing FERPA protected information to any third party without the written authorization of North East ISD and the individuals to whom the rights under FERPA rest (e.g., parents and/or students over 18).

Any written or electronic records of the Foundation, such as donor lists, that are not required to be shared with the North East ISD under this Agreement or by applicable law shall remain the exclusive property of the Foundation, which as a 501(c)(3) organization is not a public or governmental entity subject to the Texas Public Information Act. As such, the North East ISD does not have ownership or control over such records.

The Foundation acknowledges that North East ISD is subject to the Texas Public Information Act and waives any claim against and releases North East ISD, its officers, employees, or agents with

respect to disclosure of information provided pursuant to this Agreement as required by the Texas Public Information Act.

IN TESTIMONY OF WHICH this Agreement in multiple originals, each of equal force, has been executed by authorized representatives of both parties pursuant to resolutions adopted by their respective Boards.

**NORTH EAST ISD**

Name: Shannon Arona

Title: North East ISD Board of Trustee President

Date: 8-21-23

**NORTH EAST EDUCATIONAL FOUNDATION**

Name: Kimberly Prater

Title: North East Educational Foundation Chair

Date: 8-24-23



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Marcos Zorola, Executive  
Director, Management  
Information Services

Subject: TEA Login (TEAL)

Related Page(s): None

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

The Texas Education Agency (TEA) provides North East ISD access to a wide variety of web-based applications ranging from accountability reports, electronic grants, audit and financial reports as well as Public Education Information Managements System (PEIMS) data. TEA controls district access to these applications through the TEA Login (TEAL) that requires each person with access to data, have a TEA approved security clearance. North East ISD currently has hundreds of authorized users that include both central office and campus-based personnel. Data accessed through TEA applications contains confidential student and personnel information that is protected under the Family Educational Rights and Privacy Act (FERPA).

This item was previously approved during the March 6, 2023 Regular Board Meeting but the name changed from TEASE to TEAL.

#### **ADMINISTRATIVE CONSIDERATION**

TEA now requires the Superintendent of each district to periodically monitor and authenticate each local TEAL account. As this requirement could place an unreasonable burden on the superintendent, the district does have the option of appointing a superintendent designee(s) to monitor the accounts provided the individuals are approved by the local Board of Trustees.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board of Trustees authorize Stephanie A. Tucker, North East ISD Senior PEIMS Manager, to act as the superintendent designee for approving staff requests (also referred to as “submitting requests” to TEA) for access to one or more TEA web applications accessed through TEAL. This authorization is valid for the period starting July 1, 2023 to June 30, 2024.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance and Accounting

Subject: Waiver of Penalties and  
Interest

Related Page(s): Attachment

## CONSENT ITEM

### **BACKGROUND INFORMATION**

In accordance with §33.011 of the Texas Property Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax if an act or omission of an employee of the taxing unit or appraisal district resulted in the taxpayer's failure to pay the tax before delinquency.

### **ADMINISTRATIVE CONSIDERATION**

The Bexar County Tax Assessor-Collector determined that the following penalties and interest were assessed as a result of an error by the Assessor-Collector or the Bexar Appraisal District:

*Tax Account 04925-206-0070: Penalties = \$133.02 Interest = \$22.18*

The Assessor-Collector has requested the District waive the penalties and interest in accordance with §33.011 of the Texas Property Tax Code.

### **BUDGETARY CONSIDERATION**

No budgetary consideration required.

### **RECOMMENDATION**

It is recommended that the Board of Trustees waive the penalties and interest on the accounts listed above as presented.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Susie Lackorn Executive  
Director Finance &  
Accounting

Subject: Extension of Contract for  
Collection of Delinquent  
Taxes

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

North East ISD has contracted with the firm Linebarger Goggan Blair & Sampson, LLP, Attorneys at Law, (LGBS) for the collection of delinquent taxes since October 1985. The latest contract was approved in 2020 for three years and included three 3-year extensions.

#### **ADMINISTRATIVE CONSIDERATION**

The current contract will expire in July, and the District wishes to extend services with LGBS through 2026 on like terms as provided in the contract. A copy of the 2020 contract and a fifteen year collection history are included in the Board packet for informational purposes.

#### **BUDGETARY CONSIDERATION**

There are no budgetary considerations. LGBS retains twenty percent of collections for their services.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board of Trustees of the North East Independent School District approve the Extension Agreement for Contract to Collect Delinquent Taxes as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**Extension Agreement for Contract to Collect Delinquent Taxes**

This agreement is between the **NORTH EAST INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, Attorneys at Law.

**NORTH EAST INDEPENDENT SCHOOL DISTRICT and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** previously entered into a written contract entitled "CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES" on the 22<sup>nd</sup> day of October, 2020. A copy of that contract is attached and marked as Exhibit A. The contract provided for options to extend the contract on like terms for three (3) additional periods of three (3) years beginning July 1, 2023.

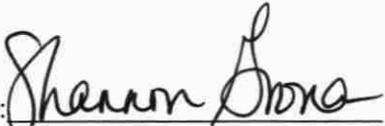
**NORTH EAST INDEPENDENT SCHOOL DISTRICT and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** desire to, and do hereby extend the contract on similar terms for three (3) years commencing on July 1, 2023 through June 30, 2026.

This Contract Extension is executed on behalf of the **NORTH EAST INDEPENDENT SCHOOL DISTRICT and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** by the duly authorized persons whose signatures appear below.

WITNESS the signatures of all parties hereto in triplicate originals this, the \_\_\_\_ day of June 2023, in BEXAR COUNTY, TEXAS.

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

By:   
SHANNON GRONA  
Board President

By: \_\_\_\_\_  
CLIFTON F. DOUGLASS III  
Managing Partner – San Antonio

EXHIBIT A  
CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES 2020

## CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF BEXAR

This contract is made and entered into by and between the **North East Independent School District**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Linebarger Goggan Blair & Sampson, LLP**, Attorneys at Law.

### I.

**North East Independent School District** agrees to retain and does hereby retain **Linebarger Goggan Blair & Sampson, LLP** to enforce by suit or otherwise the collection of all delinquent taxes, penalty, and interest, on behalf of the **North East Independent School District**. Taxes owed to the **North East Independent School District** shall become subject to this agreement upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by **Linebarger Goggan Blair & Sampson, LLP** is at the request of the Tax Assessor-Collector acting on behalf of the **North East Independent School District**;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;
- (e) In the case of delinquent property subject to TEX. TAX CODE § 33.11, on the 60<sup>th</sup> day after the February 1 delinquency date; or
- (f) On July 1 of the year in which the taxes become delinquent.

### II.

**Linebarger Goggan Blair & Sampson, LLP** is to call to the attention of the collector or other officials any errors, double assessments, or other discrepancies coming under their observation during the progress of the work, and is to intervene on behalf of the **North East Independent School District** in all suits for taxes hereafter filed by any taxing unit on property located within its

geographical limits.

### III.

**North East Independent School District** agrees to furnish delinquent tax statements to **Linebarger Goggan Blair & Sampson, LLP** on all property within the taxing jurisdiction. **Linebarger Goggan Blair & Sampson, LLP** will furnish forms for said statements on request and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners.

### IV.

**Linebarger Goggan Blair & Sampson, LLP** agrees to file suit on and reduce to judgment and sell any property located within the **North East Independent School District** against which a tax lien would prevail, provided **North East Independent School District** will furnish the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. **Linebarger Goggan Blair & Sampson, LLP** agrees to sue for recovery of the costs as court costs as provided by Tex. Tax Code Ann. Sec. 33.48 (Vernon 1992).

### V.

**Linebarger Goggan Blair & Sampson, LLP** agrees to make progress reports to the **North East Independent School District** upon request, and to advise the **North East Independent School District** of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

### VI.

**North East Independent School District** agrees to pay to **Linebarger Goggan Blair & Sampson, LLP** as compensation for services required herein

- (a) Fifteen percent (15) of the amount of all 2004 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph I above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and
- (b) Twenty percent (20%) of the amount of all 2005 and subsequent year taxes, penalty, and interest subject to the terms of this contract as set forth in Paragraph I above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

All compensation above provided for shall become the property of **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP** at the time payment of taxes, penalty, and interest is made to the collector. The collector shall pay over said funds monthly by check.

### VII.

The obligations of **Linebarger Goggan Blair & Sampson, LLP** will extend to the collection

of delinquent *ad valorem* taxes and *ad valorem* taxes not then delinquent that are involved in Bankruptcy or Eminent Domain proceedings, and **Linebarger Goggan Blair & Sampson, LLP** will be entitled to receive its fee of twenty percent (20%) of all taxes, penalties, and interest collected pursuant to said proceedings.

#### VIII.

**Linebarger Goggan Blair & Sampson, LLP** agrees to indemnify and hold harmless the **North East Independent School District**, its trustees, employees and representatives from any and all claims for monetary damages, attorneys' fees and any other legal relief sought by any third party that results from the intentional conduct and/or negligent acts or omissions of any **Linebarger Goggan Blair & Sampson, LLP** employee, volunteer or agent. Such indemnification shall include any and all reasonable costs of defense but not limited to attorneys' fees, incurred the **North East Independent School District** to any claim that is covered by this provision. Nothing in this clause shall constitute or be construed to constitute, any waiver of immunity enjoyed by the **North East Independent School District** its trustees, employees and representatives, under any applicable state or federal law.

#### IX. Term

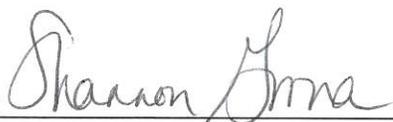
This contract is drawn to cover a period of three (3) years beginning July 1, 2020 and ending June 30, 2023. The **North East Independent School District** shall have the option, exercisable at any time that this contract is in force, to renew and extend this contract on its identical terms for three (3) additional periods of three (3) years. The first extension shall commence on July 1, 2023. On termination of this contract, **Linebarger Goggan Blair & Sampson, LLP** shall have an additional six months after termination to reduce to judgment all suits filed prior to the date last mentioned, and provided further that **Linebarger Goggan Blair & Sampson, LLP** shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, **Linebarger Goggan Blair & Sampson, LLP** hereby accepts said retention and undertakes the performance of this contract as above written. The **North East Independent School District** shall have the right to sooner terminate this contract with or without cause, giving thirty (30) days' written notice of such intention. In case of such termination, **Linebarger Goggan Blair & Sampson LLP** shall be entitled to receive and retain all compensation due up to the date of said termination.

#### X.

This contract is executed on behalf of the **North East Independent School District** by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in triplicate originals this, the 22<sup>nd</sup> day of October 2020, Bexar County, Texas.

**NORTH EAST INDEPENDENT SCHOOL  
DISTRICT**

By:   
SHANNON GRONA  
President

**LINEBARGER GOGGAN  
BLAIR & SAMPSON, LLP**

By:   
CLIFTON F. DOUGLASS III  
Managing Partner – San Antonio

ACTION APPROVING CONTRACT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

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

After exercising its due diligence, the Board of Trustees of North East Independent School District finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement to Extend Contract for the Collection of Delinquent Taxes;

2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;

3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the District does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

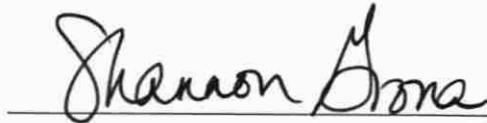
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the North East Independent School District in the past and the District has been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the North East Independent School District and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

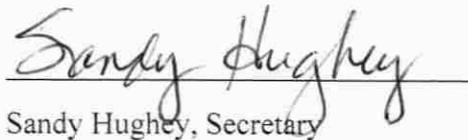
PASSED, APPROVED AND ADOPTED this 12<sup>th</sup> day of June, 2023.

NORTH EAST INDEPENDENT SCHOOL DISTRICT

A handwritten signature in cursive script, reading "Shannon Grona", written over a horizontal line.

By: Shannon Grona, President

ATTEST:

A handwritten signature in cursive script, reading "Sandy Hughey", written over a horizontal line.

Sandy Hughey, Secretary



## Contract Performance Overview for North East ISD October 2019 - March 2023

Tax Year	Adjusted Tax Levy as of August 31	Collection Percentage at Turnover	Receivable Balance as of 3/31/23	Collection Percentage as of 3/31/23
2007	\$351,948,802.65	97.9%	\$95,833.23	100.0%
2008	\$385,437,110.24	98.0%	\$122,138.59	100.0%
2009	\$387,147,551.35	96.5%	\$163,361.99	100.0%
2010	\$381,023,470.05	98.2%	\$212,083.31	99.9%
2011	\$379,930,278.19	98.4%	\$282,217.62	99.9%
2012	\$388,277,377.97	98.7%	\$436,481.32	99.9%
2013	\$411,798,114.68	98.8%	\$476,866.12	99.9%
2014	\$439,751,644.49	98.9%	\$531,177.01	99.9%
2015	\$467,904,365.84	98.7%	\$544,429.40	99.9%
2016	\$495,964,880.71	98.9%	\$609,436.61	99.9%
2017	\$514,566,500.87	98.8%	\$769,502.64	99.9%
2018	\$537,930,108.71	98.7%	\$979,161.42	99.8%
2019	\$536,516,595.23	98.7%	\$1,332,585.30	99.8%
2020	\$549,161,473.94	98.8%	\$1,705,318.84	99.7%
2021	\$561,696,150.94	98.9%	\$2,701,088.49	99.5%

<b>Comprehensive Work Plan Executed with Consistency - Summary of Account Activity</b>			
Work Plan Features*	Oct 19-Sept 20	Oct 20-Sept 21	Oct 21-Sept 22
<b>Taxpayer Mailings</b>	<b>6,960</b>	<b>7,631</b>	<b>7,877</b>
<b>Ownership Research</b>	<b>2,085</b>	<b>1,694</b>	<b>1,498</b>
<b>Lawsuits Filed</b>	<b>595</b>	<b>265</b>	<b>274</b>
<b>Bankruptcy Claims Filed</b>	<b>87</b>	<b>43</b>	<b>36</b>
<b>Acct Set for Sale/Sold</b>	<b>25/3</b>	<b>5/1</b>	<b>10/4</b>
<b>Taxpayer Assistance</b>	<b>8,403</b>	<b>7,418</b>	<b>6,362</b>

\*As previously reported in more detail to NEISD

### Linebarger's Leadership Team – 100% Local Service Team

Clif Douglass, Managing Partner – San Antonio  
 David Aelvoet, Managing Partner – Bankruptcy  
 Lilia Gibson, Partner in Charge  
 Edra Bush, Partner  
 Julian Casillas, Attorney

Baudi Cepeda, Operations Manager  
 Lindsay Griffith, Assistant Operations Manager  
 John Fry, Collections Manager  
 Nadine Quintanilla, Administrative Reporting Manager  
 Lorena DeHoyos, Personnel/IT Administrator

**Consistently High Collection Rates ~ Work Plan to Manage Every Account ~ One Stop Service Center  
 Responsive Local Service Team ~ Community Partners ~ Services No Cost to NEISD**



**RFP# 48-23  
MILK PRODUCTS**

On Tuesday, May 2, 2023, at 10:30 a.m. Central Standard Time, RFP# 48-23 was received for the purchase of Milk Products for District cafeterias for the 2023-2024 school year. There is a two-year extension option upon mutual agreement and satisfactory performance. The proposal for Milk Products consists of **8** items including, but not limited to: low fat milk, skim milk, lactose free milk, and buttermilk for a total bid amount of **\$2,879,842.30**. It is recommended that the bid be awarded to Hiland Dairy Foods Company, LLC for the various items for the total amount shown. The milk products recommended for purchase meet the specifications and conditions established by the District.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

<b>Vendor</b>	<b>Number of Items Awarded</b>	<b>TOTAL</b>
Hiland Dairy Foods Company, LLC	8	\$2,879,842.30

## Food Products Direct From Manufacturer Commercial Pricing - RFP# 55-23

On Monday, March 27, 2023 at 10:00 a.m. RFP #55-23 was received on the purchase of food products directly from manufacturers for District cafeterias. The proposal for food products, for the 2023-2024 school year, consists of **161** items ranging from entrées, grains fruits to vegetables for a total bid amount of **\$5,852,372.95**. It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	No. of Items Awarded	Total
Albies Food Products, LLC	1	\$139,708.80
Apani SW	2	\$50,866.20
Aspire Bakeries	2	\$62,779.05
Barilla America, Inc.	4	\$76,438.50
Bolner's Fiesta Products, Inc.	16	\$92,203.36
Buena Vista Foods	7	\$43,260.00
Cloverdale Foods Co	2	\$41,560.00
Conagra Brands, Inc.	4	\$79,459.08
CONTINENTAL GREEN PRODUCE INC	1	\$15,040.00
Cool Tropics	1	\$55,020.00
Danone	4	\$315,902.91
ES Foods	1	\$121,680.00
Foster Farms	2	\$215,665.20
General Mills	7	\$236,754.90
GOODMAN FOOD PRODUCTS dba DON LEE FARMS	2	\$804,168.40
Harvest Hill Beverage Company	5	\$111,089.40
Heart of Texas Biscuits	1	\$29,155.00
Hormel Food Sales LLC	5	\$247,121.76
International Food Solutions, Inc.	2	\$53,449.50
J&J Snack Foods Corp.	4	\$102,658.50
Kellogg	13	\$368,460.03
Ken's Foods, Inc.	6	\$73,864.88
Kikkoman	3	\$43,337.60
Kraft Heinz	10	\$107,978.14
LeSaffre Yeast Corp	3	\$37,398.00
M.C.I. Foods, Inc.	1	\$93,936.00
McKee Foods Corporation	1	\$42,258.24
Mexi-Link	3	\$35,070.00
Michael Foods	3	\$247,506.00
Pepsico	11	\$273,503.70
Pepsico - Frito Lay	11	\$376,978.68
PLZ Corp (formerly Par-Way Tryson)	1	\$16,153.80
Proview Foods	2	\$87,859.20

**Food Products Direct From Manufacturer Commercial Pricing - RFP# 55-23**

<b>Vendor</b>	<b>No. of Items Awarded</b>	<b>Total</b>
RICH PRODUCTS	2	\$68,703.96
Ricos Products	1	\$11,880.00
Schreiber Foods International, Inc.	1	\$60,928.00
Schwan's Food Service, Inc.	3	\$261,326.48
Smithfield Packaged Meats Sales Corp	2	\$98,772.00
SUN-MAID GROWERS of CA	3	\$67,704.00
Talking Rain	3	\$145,125.00
Tyson	5	\$439,648.68
<b>Grand Total</b>	<b>161</b>	<b>\$5,852,372.95</b>

### Food & Supplies Pricing RFP# 64-23

On Tuesday, March 28, 2023 at 9:00 a.m. RFP# 64-23 was received on the purchase of food products directly from manufacturers for District cafeterias. The proposal for food products, for the 2023-2024 school year, consists of **108** items ranging from cups and plates to frozen food and shelf stable items for a total bid amount of **\$1,712,955.10**. It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	No. of Items Awarded	Total
Braun Beef Co.	3	\$81,863.20
Churchfield Trading	4	\$22,468.32
Daxwell Distribution	14	\$87,224.34
Dispose N Save	2	\$2,827.68
Ekon-O-Pac	3	\$14,880.00
Gordon Food Service	23	\$328,857.65
Gulf Coast Paper	26	\$755,156.62
MyEcoPlanet	1	\$25,300.00
National Food Group	1	\$12,600.00
Shaver Foods	1	\$14,481.60
Sysco Central Texas, Inc	29	\$359,295.69
U.S. Wholesale Products	1	\$8,000.00
<b>Grand Total</b>	<b>108</b>	<b>\$1,712,955.10</b>

**School Nutrition Services Chemical Products RFP# 65-23**

On Thursday, March 30, 2023 at 9:00 a.m. RFP# 65-23 was received on the purchase of chemical products for District cafeterias. The proposal for chemical products, for the 2023-2024 school year, consists of **7** items ranging from Detergent to Oven Cleaner for a total bid amount of **\$95,319.24**. It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

<b>Vendor</b>	<b>No. of Items Awarded</b>	<b>Total</b>
Cleaning Ideas Corp dba Sanivac Davis	1	\$957.24
Gulf Coast Paper	5	\$74,746.80
Hillyard	1	\$19,615.20
<b>Grand Total</b>	<b>7</b>	<b>\$ 95,319.24</b>

**FRESH BREAD PRODUCTS RFP# 71-23**

On Tuesday, May 2, 2023, at 11:00 a.m. RFP# 71-23 was received on the purchase of fresh bread products for District cafeterias.

The proposal for bread products consists of 3 items, whole grain hamburger buns, sandwich bread and whole grain hot dog buns for a total bid amount of **\$336,907.92**.

It is recommended that the bid be awarded to the following company for the various items. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

VENDOR
Flowers Baking Company of San Antonio, LLC

**FRESH PRODUCE RFQ# 72-23**

On Wednesday, May 3, 2023, at 10:30 am RFQ# 72-23 was received on the purchase of produce for District cafeterias.

Produce will be purchased using periodic quotes as defined in Texas Education Code 44.031.

The following vendors have been identified as eligible companies to receive quotes from:

<b>VENDORS</b>
Fernandez Produce Express, Inc.
River City Produce Co

It is recommended the list of vendors for quarterly quotes for produce be approved as listed above. The low quote meeting specifications will be awarded for all items. Based on the school year 2022-23 purchasing, the anticipated annual expenditure for the 2023-24 school year is \$1,600,000.

The recommended vendors meet the specifications and conditions established by the District.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

**Food Products Direct from Manufacturer# 2 - RFP# 75-23**

On Tuesday, May 9, 2023 at 10:30 a.m. RFP# 75-23 was received on the purchase of food products directly from manufacturers for District cafeterias. The proposal for food products, for the 2023-2024 school year, consists of **18** items ranging from entrées, grains fruits to vegetables for a total bid amount of **\$674,016.85**.

It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

<b>Vendor</b>	<b>No. of Items Awarded</b>	<b>Total</b>
Arlington Valley Farms	1	\$25,113.60
Bake Crafters Food Company	2	\$29,276.40
Barilla America, Inc.	1	\$14,025.00
C.H. Guenther	7	\$379,047.09
Cool Tropics	1	\$21,900.00
Dole Packaged Foods	1	\$55,620.00
JTM	1	\$10,337.76
Kent Precision Foods Group	1	\$8,157.00
RICH PRODUCTS	2	\$86,300.00
Tyson	1	\$44,240.00
<b>Grand Total:</b>	<b>18</b>	<b>\$674,016.85</b>



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Valerie Rueda, Executive Director  
Procurement & eCommerce

Subject: 2023-2024 Proposed Cooperative  
Purchasing Contracts

Related Page(s): Attachments

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

As required by law, the District must present an annual written report to the Board of Trustees documenting any contract-related fees, including management fees, for Cooperative Purchasing Contracts. (Texas Education Code §44.031)

#### **ADMINISTRATIVE CONSIDERATION**

North East ISD participates in multiple purchasing cooperatives. Participation in a purchasing cooperative meets the legal requirements of Texas Education Code §44.031 which requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code which provides the best value for the district. Participation in purchasing cooperatives gives the district access to cooperative services and bids which result in financial savings through volume purchasing and time savings through pre-negotiated contracts. North East ISD currently participates in twenty (20) purchasing cooperatives. We have provided the 2023 – 2024 listing of proposed Cooperative Purchasing Contracts for board approval for the upcoming new school year.

#### **BUDGETARY CONSIDERATION**

General Funds - \$1,897.00

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board of Trustees approve the report for cooperative purchasing contract fees for fiscal year 2023-2024.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

NORTH EAST INDEPENDENT SCHOOL DISTRICT

**2023-2024 PROPOSED ANNUAL REPORT OF PARTICIPATION/MANAGEMENT FEES  
UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS**

Name of Purchasing Cooperative	Participation/Management Fee	2023-2024 Total Fees
1 Government Procurement Alliance (1GPA)	No Fee	\$ -
791 Purchasing Coop	No Fee	\$ -
Bexar County	No Fee	\$ -
City of San Antonio	No Fee	\$ -
Central Texas Purchasing Alliance (CTPA)	Annual Fee	\$ 150.00
Department of Information Resources (DIR)	No Fee	\$ -
Educational & Institutional Cooperative Purchasing (E&I)	No Fee	\$ -
Education Service Center Region 2 (Goodbuy)	No Fee	\$ -
Education Service Center Region 6 (EPIC6)	No Fee	\$ -
Education Service Center Region 11	No Fee	\$ -
Education Service Center Region 13	No Fee	\$ -
Education Service Center Region 19 (Allied States Cooperative)	No Fee	\$ -
Education Service Center Region 20	Annual fees include \$875 Purchasing, \$772 Technology	\$ 1,647.00
Equalis Group Cooperative Purchasing	No Fee	\$ -
Harris County Department of Education (HCDE)	No Fee	\$ -
Houston-Galveston Area Council (HGAC)	No Fee	\$ -
Houston ISD (SHARS only)	No Fee	\$ -
North East ISD/Birdville ISD Interlocal Agreement	No Fee	\$ -
North East ISD/East Central ISD Interlocal Agreement	No Fee	\$ -
North East ISD/Judson ISD Interlocal Agreement	No Fee	\$ -
North East ISD/San Antonio ISD Interlocal Agreement	No Fee	\$ -
North East ISD/City of Fort Worth Interlocal Agreement	No Fee	\$ -
Omnia Partners	No Fee	\$ -
Purchasing Association of Cooperative Entities (PACE)	No Fee	\$ -
Purchasing Solutions Alliance (PSA)	No Fee	\$ -
Sourcewell	No Fee	\$ -
State of Texas Cooperative Purchasing Program (TXMAS)	Annual Fee	\$ 100.00
TASB BuyBoard	No Fee	\$ -
TexBuy Purchasing Cooperative (ESC Region 16 - TexBuy)	No Fee	\$ -
The Interlocal Purchasing System (ESC Region 8 - TIPS)	No Fee	\$ -
U. S. General Services Administration (GSA)	No Fee	\$ -
<b>TOTAL:</b>		<b>\$ 1,897.00</b>



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Valerie Rueda Executive Director  
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

#### **ADMINISTRATIVE CONSIDERATION**

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2022-2023, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2022-2023 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

#### **BUDGETARY CONSIDERATION**

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 23, 2022. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

#### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2022-2023.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**  
**NEISD BOARD MEETING June 12, 2023**

<b>Category</b>	<b>Vendor(s) Name</b>	<b>Description of Goods/Services</b>	<b>Estimated Expenditures 2022-2023</b>	<b>Bid Compliance</b>	<b>Notes</b>
Athletics	Jeu De Paume LLC	Tennis Instruction	\$250,000	12-20	June Board approved \$170,000. Additional \$80,000 needed.
Distribution Center	Bosworth BRW	Paper	\$1,012,380	Region 20 Co-op	Board approval for \$900,000. Additional \$112,380 needed for the final paper order for this fiscal year.
Library Services	Insignia Software	Library Management System	\$83,000	Interlocal Agreement-SAISD RFP #22-002	Purchase over \$50,000 requires Board approval.
Community Education	CDW-G	Laptop replacement for KIN	\$50,202	DIR	Purchase over \$50,000 requires Board approval.
Management Information Systems (MIS)	Cendien	Upgrade to Lawson ERP system	\$97,000	34-19	Purchase over \$50,000 requires Board approval.
Police Dept./Army Instruction	Cavender Grande Ford	6 Ford Explorers/Transit 150 Crew Van	\$351,500	46-22	Purchases over \$50,000 requires Board approval. \$300,000 requested for Explorers and \$51,500 for Van.
Police Dept.	Southwest Public Safety	Equipment for Police Vehicles	\$60,000	Buyboard	Purchase over \$50,000 requires Board approval.
School Nutrition Services	C H Guenther & Son, Inc	Food Products	\$292,482	27-22	June Board approved \$255,551. Additional \$36,931 needed.
Transportation	Gunn Buick GMC	Purchase of 3 GMC Yukons	\$160,700	Buyboard	Purchase over \$50,000 requires Board approval.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 12, 2023

Presenter: Dan Villarreal  
Valerie Rueda, Executive Director  
Procurement & eCommerce

Subject: 2023-2024 Anticipated Over Related Page(s): Attachment  
\$50,000 Purchases

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

#### **ADMINISTRATIVE CONSIDERATION**

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2023-2024, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2023-2024 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this action item each approved budgeted item will not have to be presented again, saving considerable time and resources. (See Attachment)

#### **BUDGETARY CONSIDERATION**

The estimated expenditure of funds are budgeted in various District accounts for the 2022-2023 school year and will be implemented pending final 2023-2024 budget approval. Funds being expended include; general funds, bond funds, grants funds, special revenue funds, internal service funds and enterprise funds.

#### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2023-2024 pending final 2023-2024 budget approval.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**Beginning of the Year (BOY) Anticipated Over \$50K Purchases for 2023-24 School Year**

BID COMPLIANCE	VENDOR/CO-OP	DEPARTMENT	DESCRIPTION OF GOODS/SERVICES	Anticipated 2023 -24 Spend
22-21	3Sixty Integrated	Police Dept./ Engineering	Security System/ Campus Security Camera and Access Control Readers	\$ 524,500.00
DIR Co-op	A T & T	Technology Services	Communications	\$ 336,000.00
13-22	ABM Texas General Services	Facility Maintenance	Professional Landscaping	\$ 400,000.00
02-20	ACC Consulting, Inc.	Construction Management	Consulting Services - Bond Audit	\$ 229,500.00
Sole Source	Advancement via Individual (AVID Center)	Learning Support Systems	Membership & AVID Weekly	\$ 189,000.00
TBD	Affiliated Com-Net, Inc.	Management Information Systems (MIS)	VOIP Telephone System	\$ 107,000.00
OMNIA Partners	Agile Mind Education	Math Dept.	Course Licenses	\$ 51,488.00
06-20	Agile Sports Technologies dba HUDL	Athletics	HUDL Software	\$ 83,500.00
Non-competitive Category-Venue-	Alamodome	Pupil Personnel	Graduation Ceremonies	\$ 201,000.00
14-22	Alpha Foods Co.	School Nutrition Services	Processing Of USDA Commodity Foods	\$ 457,302.00
TIPS Co-op	Amplify Education, Inc.	Curriculum & Instruction	Amplify Reading Texas Gk-2 Student Licenses (1 Yr 3 Mo.)	\$ 185,000.00
HCDE/Choice Partners Co-op	Apple, Inc.	Technology Services	Computer Hardware, Software, and Miscellaneous Supplies	\$ 4,538,000.00
01-23, 37-23	Assessment Intervention Mgmt.	Special Education	Evaluation LSSP Services	\$ 1,000,000.00
38-18	Athens Administrators	Risk Management	Workers' Comp Claims Administrative Services	\$ 1,200,000.00
DIR Co-op	ATT Mobility	Technology Services	Voice Data & Text Svcs/ Mobile GPS For Buses	\$ 250,000.00
Professional Services	Autistic/Autism Treatment Center	Special Education	Professional Services	\$ 165,000.00
27-22	Bake Crafters Food Company	School Nutrition Services	Food Products	\$ 114,623.00
Non-Competitive Category- Governmental	Bexar Appraisal District	Budget & Finance	Property Taxes	\$ 2,850,000.00
Non-Competitive Category- Governmental	Bexar County Juvenile Justice	Pupil Personnel	Government Service	\$ 150,000.00
22-21	Big State Electric	Engineering	JOC For General Building Repairs & Renovations	\$ 292,000.00
Multiple Co-ops	Blackboard, Inc.	Communications	Software	\$ 292,000.00
57-20	Blackmon Mooring	School Nutrition Services	Ceiling Vent Cleaning	\$ 64,800.00
18-23	Blue Cross & Blue Shield Of Texas	Risk Management	Stop Loss Insurance & Administration Fees	\$ 3,840,071.00
BuyBoard	Bluum USA, Inc.	Instructional Technology	Technology Equipment & Projectors	\$ 1,500,000.00
Region 20 Purchasing Co-op	Bosworth BRW	Distribution Center/Print Services	Paper/ Specialty Paper	\$ 1,112,380.00
13-22	Brightview Landscaping	Facility Maintenance	Professional Landscaping	\$ 330,000.00
55-20	Brown & Brown Lone Star (Alamo Insurance Group)	Risk Management	Worker's Comp Excess Insurance Coverage	\$ 102,000.00
20-20	Brycomm LLC	Technology Services	Technology Professional Service	\$ 310,000.00
Multiple Bids	Bud Griffin Customer Support	Facilities Maintenance/Technology Services	Building Maintenance Supplies and Service	\$ 330,000.00
Multiple Bids	Cantu Contracting, Inc.	Facilities Maintenance	Professional Landscaping	\$ 785,703.00
08-20	Capstone (Coughlan Companies)	Library Services	Elementary E-Book/Article Subscription	\$ 70,000.00
Multiple Co-ops	Carahsoft Technology Corp	Human Resources	DocuSign & Qualtrics software	\$ 175,000.00
TIPS Co-op	Carl Turner Equipment	Career & Tech Education	Ambulance Trainer Simulation Classroom	\$ 50,810.00
Multiple Bids	CDW Government	Technology Services / District Wide	Technology Equipment and Google Workspace for Education licenses	\$ 765,000.00
Non-Competitive Category- Field trip	Champion Tours & Events, Inc.	Fine Arts	Dance Trip	\$ 110,901.00
29-22	Churchfield Trading	School Nutrition Services	Food and Supplies	\$ 79,301.60
Governmental Entity	City of San Antonio	District Wide	Miscellaneous Items	\$ 397,000.00
SOLE SOURCE	City Public Service Energy	Facilities Maintenance	Electrical Service, Utilities	\$ 11,650,000.00
TBD	Clampitt Paper	Print Services	Specialty Paper	\$ 100,000.00
DIR Co-op	Classlink, Inc.	Technology Services	Software	\$ 175,000.00
Professional Services	Cleary Zimmermann Engineers	Engineering	Consulting Services	\$ 350,702.29

84-19, 24-23	College Board	Guidance Services/Learning Support Services	PSAT, SAT & AP Exams; Advanced Academic Honors Teacher Training	\$ 1,429,250.00
02-20	Communities in Schools of SA	Learning Support Systems	Consultant Services	\$ 593,000.00
25-21	CompPsych Corp.	Risk Management	Employee Assistance Program (EAP) Admin Fees	\$ 120,000.00
10-20	Computer Solutions	Computer Service Center	Cisco CCWR - Service	\$ 338,000.00
16-22	Culligan Water Conditioning Co.	District Wide	Water Treatment Service & Supplies	\$ 175,000.00
01-21	Curriculum Associates LLC	Math, SpEd, ELAR	Learning Tools & Professional Development	\$ 269,000.00
02-20	Deaf Interpreter Services, Inc.	Special Education	Interpreters & DSS Substitutes	\$ 120,000.00
24-21	Delta Dental Insurance	Risk Management	Dental Insurance Admin Fees	\$ 275,000.00
Professional Services	Demunbrun Scarnato Associates	Engineering and Construction Management	Architectural Services	\$ 133,000.00
DIR Co-op	Dept of Information Resources	Management Information Systems (MIS)	Long Distance and SIP Lines	\$ 120,000.00
105-19	Don Johnston, Inc.	Special Education	Instructional Supplies & Equipment	\$ 99,000.00
06-20	Education Advanced, Inc.	Testing	Testing Service	\$ 76,800.00
Interlocal Agreement	Education Service Center	Science Program/Learning Support Services/ Curriculum & Instruction	Living Science Materials; Title II Part A Management Services/Title 1; TEKSBank	\$ 959,935.00
89-19	Educational Based Services (EBS Healthcare)	Special Education	SLP/SLPA Services	\$ 157,000.00
130-18	Eduphoria	Management Information Systems (MIS)	Eduphoria Software	\$ 250,000.00
29-22	Ekon O Pac	School Nutrition Services	Food and Supplies	\$ 50,693.90
Region 6 Purchasing Co-op	EMR Elevator	Facility Maintenance	Elevator and Wheel Chair Lift Related Work Services	\$ 200,000.00
01-21	Estrellita	Curriculum & Instruction	Spanish Phonics Materials - 4 Year Subscri	\$ 194,970.00
Sole Source	Exemplars, Inc.	Math/6-12 Grade	Standards-Based Performance Assessment And Instruction Materials	\$ 111,000.00
SETX Co-op/105-19	Explorelarning LLC	Science Program	Licenses	\$ 99,000.00
52-21	Fiesta Tortillas	School Nutrition Services	Tortilla Products	\$ 198,440.00
Multiple Bids	Follett School Solutions, Inc.	District Wide	Various	\$ 65,000.00
37-19	Fred J. Miller	Fine Arts	Uniform Rotations	\$ 160,000.00
OMNIA Partners	Fuelman	Transportation	Fuel	\$ 2,000,000.00
SOLE SOURCE	Gallup	Human Resources	Principal/Teacher Insight	\$ 55,080.00
21-21	Garratt Callahan	Facility Maintenance	Water Treatment Services	\$ 236,758.00
42-22	Gold Creek Foods	School Nutrition Services	Processing Of USDA Commodity Foods	\$ 581,862.00
130-18	Goodheart-Willcox Publisher	Textbooks	Textbooks	\$ 617,780.53
27-22	Gregory Packaging, Inc.	School Nutrition Services	Food Products	\$ 293,964.80
Non-Competitive Category- Field trip	Half Time Entertainment	Fine Arts	Dance Trip	\$ 76,000.00
Sole Source	Hanover Research Council	Research & Planning	Research Services	\$ 50,500.00
92-18	Heat Transfer Solutions	Maintenance	Replacement of Chillers	\$ 1,518,599.00
36-21	HEB	Risk Management	Flu Shots and Biometric Screenings	\$ 120,500.00
27-22	Hershey's Ice Cream	School Nutrition Services	Food Products	\$ 85,319.20
Multiple Bids	Hillyard San Antonio	Facilities Maintenance, Various	Custodial Supplies and Equipment	\$ 214,000.00
34-20	Holmes Murphy & Associates, LLC	Risk Management	Consulting Services For Medical Plan	\$ 90,000.00
08-20	Houghton Mifflin Harcourt	Textbooks	Math Textbooks, Digital Licenses	\$ 1,058,500.00
TIPS Co-op	Imagine Learning LLC	Learning Support Services/Bilingual/ESL	Licenses	\$ 359,560.00
TBD	Infor (Us), Inc.	Management Information Systems (MIS)	ERP Software	\$ 405,000.00
Multiple Co-ops	Insight Public Sector	Technology Services	Jamf & Adobe software licenses	\$ 175,000.00
Multiple Bids	Intech Southwest Services	District Wide	Technology Equipment - Computers, Laptops, Scanners, etc.	\$ 500,000.00
1 Government Procurement Alliance	International Alliance Group	Human Resources	Staffing Locator Services	\$ 300,000.00
12-20	Jeu dePaume LLC	Athletics	Tennis Instruction	\$ 250,000.00

03-18 & OMNIA	Kev Group	Management Information Systems (MIS)	License Renewal	\$ 88,248.00
06-20	Kickup, Inc.	Curriculum & Instruction	Software License	\$ 67,000.00
OMNIA Partners	Kronos	Management Information Systems (MIS)	Time Clock Software and Services	\$ 121,236.00
103-19	Labatt Food Service	School Nutrition Services & BAC	Region 20	\$ 99,533.00
12-22	Layer 3 Communications LLC	Network Technology	Technology Server & Infrastructure Equipment	\$ 6,500,000.00
19-23	Marshall Distributing	Transportation	On-Site Refueling	\$ 450,000.00
02-20	Marzano Resources	Curriculum & Instruction	Instructional Materials, Professional Development	\$ 130,000.00
35-22	McGriff Insurance Services	Risk Management	Commercial Property and Automobile Coverage	\$ 6,167,632.00
21-23	Minntek Solutions, Inc.	Network Services	Technology Server Storage	\$ 827,000.00
DIR Co-op	Mobile Communications America	Transportation	Bus Communication	\$ 85,000.00
HCDE/Choice Partners Co-op	MSB Consulting Group LLC	Special Education	SHARS/Medicare Billing	\$ 400,000.00
100-18	N J Malin Associates LLC	School Nutrition Services	Forklift For Warehouse	\$ 150,000.00
06-20	N2Y	Special Education	Unique Learning System	\$ 135,000.00
Governmental Entity	NASA	Career & Tech Education	SETA Program Annual Payment #2 Of 3	\$ 163,798.00
14-22	National Food Group	School Nutrition Services	Processing of USDA Commodity Foods	\$ 89,175.00
Multiple Bids	NCS Pearson, Inc.	District Wide	Instructional Materials	\$ 171,000.00
84-19	NWEA	Textbooks	Diagnostic Assessments	\$ 390,000.00
39-22	OK Tours	Fine Arts	Charter Bus Services	\$ 89,320.00
27-22	Padrino Foods	School Nutrition Services	Food Products	\$ 134,148.00
37-22	Pasco Foodservice	School Nutrition Services	Cafeteria Small Equipment	\$ 105,500.00
05-19	Perfection Learning	Textbooks	AP Textbooks	\$ 181,500.00
27-22	Post Consumer Brands	School Nutrition Services	Food Products	\$ 76,950.54
Multiple Co-ops	PowerSchool Group LLC	Human Resources	Smartfind Express Subscription	\$ 75,000.00
114-18	Primeroedge	School Nutrition Services	Software	\$ 102,505.00
01-23	Procare Therapy	Special Education	Bilingual SLP/Evaluations	\$ 247,680.00
130-18	Proquest LLC	Textbooks	Proquest Student & Culturegrams-12 Month Subscription	\$ 77,000.00
Allied States Co-op	Quavered, Inc.	Textbooks	Textbooks	\$ 567,000.00
105-19	Really Good Stuff, LLC	Federal Programs	Family Engagement Events at Title 1 Campuses	\$ 100,000.00
Multiple Co-ops	Rethink Autism, Inc.	Special Education	Staff Development	\$ 120,000.00
Multiple Bids	Riverside Insights	District Wide	Instructional Materials, GT Testing	\$ 120,000.00
29-22	Safeway Supply, Inc.	School Nutrition Services	Food and Supplies	\$ 95,907.00
17-23	Samegoal	Special Education	Data Management Web Based System	\$ 430,000.00
Governmental Entity	San Antonio Education Partnership	Guidance Services	College/Career Advisors & Professional Development	\$ 50,000.00
E&I Co-op	Schindler Elevator Corp.	Facility Maintenance	Elevator and Wheel Chair Lift Related Work Services	\$ 50,000.00
05-19, 84-19, 05-19	Scholastic	Elementary Reading/Learning Support Services/Federal Programs	Classroom Magazines/Literacy Title I Program-Spring/Summer Reading &	\$ 2,190,975.00
Professional Services	Schulman Lopez Hoffer & Adelstein LLP	School Board	Legal Services	\$ 575,000.00
119-18	Seesaw Learning, Inc.	Technology Services	Seesaw Software License/Remote Learning Software for Virtual and Non	\$ 125,000.00
78-19	Sharp Business Systems	Print Services	Copiers, Parts & Supplies	\$ 365,000.00
03-18	Shi Government Solutions	Technology Services	Microsoft Yearly EES Agreement	\$ 530,000.00
37-17	Skyward, Inc.	Management Information Systems (MIS)	Student System Software	\$ 406,000.00
05-19	Social Studies School Service	Textbooks	Active Classroom World-HS, MS 3 Yr Online Subscription	\$ 300,000.00
Multiple Bids	Speech Specialists of San Antonio	Special Education	Speech Therapy Services/Evaluations	\$ 220,100.00
22-22	Standard Insurance Company	Risk Management	Life Insurance	\$ 75,000.00

02-20	Star Autism Support	Special Education	Teacher Training	\$ 182,531.00
02-20	Stetson & Associates, Inc.	Special Education	Consulting - Staffing Review	\$ 54,500.00
105-19	Studies Weekly Inc.	Textbooks	Studies Weekly Periodical and Online License For K-6 Social Studies, Science	\$ 197,038.00
36-22	SWBC Insurance Services, Inc.	Risk Management	Cyber Insurance	\$ 150,000.00
Non-Competitive Category- Field trip	Team Travel Source	Fine Arts	Cheer Trip	\$ 55,000.00
Multiple Bids	Technical Laboratory System	Curriculum & Instruction	Science - Edusmart K-5 Licenses	\$ 183,200.00
TIPS Co-op	Technology Integration Group	Technology Services / District Wide	Managed Print Services program and printer purchases	\$ 450,000.00
36-22	Texas Political Subdivision	Risk Management	Casualty Insurance	\$ 663,142.00
41-18	Thompson Print Services	Communications	Print Goods And Services	\$ 90,000.00
12-20	Trenton Blanchette	Athletics	Tennis Instruction	\$ 65,000.00
14-22	Trident Seafoods	School Nutrition Services	Processing of USDA Commodity Foods	\$ 147,250.00
89-19	Trinity Educational Service	Special Education	Contractors for Evaluations	\$ 150,000.00
02-20	TX-Star Speech-Language Svcs	Special Education	SLP Services	\$ 185,000.00
TIPS Co-op	Upper Edge Technologies, Inc.	Technology Services	Parts to Repair Chromebooks	\$ 600,000.00
Governmental Entity	UT Onramps	Guidance Services	College Dual Enrollment Courses & Professional Development	\$ 410,500.00
23-18	VEX Robotics	Technology Services / District Wide	Supplies for Robotics teams/competitions	\$ 125,000.00
06-20	VST Services	Network Technology	ERate Priority 2 Consulting Services	\$ 380,000.00
HCDE/Choice Partners Co-op	Waste Management of Texas, Inc.	Facility Maintenance	Waste Collection	\$ 500,000.00
Multiple Bids	Waterman Construction LLC	Construction Management	Construction Services	\$ 375,000.00
02-20	Webbco Enterprises LLC	Special Education	Support Services	\$ 159,000.00
24-20	Wellbeats	Risk Management	Employee Wellness Program	\$ 53,000.00
123-18	Wenger Corp.	Fine Arts	Acoustical Shells @ 2 High Schools	\$ 88,000.00
05-19	Zaner Bloser Educational	Textbooks/Learning Support Services	Skills Kits; Superkids Foundational Skills Kit	\$ 1,758,260.00
25-20	Zayo Group LLC	Network Technology	Yearly Cost - LSP & WAN Fiber Network	\$ 350,000.00