



# 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 February 12, 2024. 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. Assistant Principal of Garner Middle School

2. Discussion Regarding Recommendation for Termination of Non-Chapter 21 Term Contract Employee

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

#### III. RECONVENE INTO OPEN SESSION

#### IV. WELCOME FROM THE BOARD PRESIDENT

#### V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Ed White Middle School

**Presenter:** Fernando Ruiz, Principal

#### VI. RECOGNITIONS

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

B. Texas Association of School Boards Special Recognition in Memory of former Trustee, Terri Williams

#### 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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D. Federal Grants Report	
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**XIV. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION**  
**XV. ADJOURNMENT**

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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 February, 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: February 12, 2024

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: February 12, 2024

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

Subject: Proposed Termination of  
Non-Chapter 21 Term  
Contract Employee(s)

Related Page(s): None

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

North East ISD Board Policy DCE (Legal) allows for a Non-Chapter 21 contract employee(s) to “*be dismissed for good cause before the completion of the term fixed in his or her contract.*” Before any employee(s) on such a contract is terminated, the employee(s) shall be given notice of the cause or causes of the termination, and the names and nature of the testimony of the witnesses against him. The employee(s) may then ask for a hearing before the Board.

### **ADMINISTRATIVE CONSIDERATION**

Formal approval of the proposed recommendation for termination of Non-Chapter 21 term contract employee(s) by the Board of Trustees is required.

### **BUDGETARY CONSIDERATION**

Not applicable.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed recommendation to terminate the Non-Chapter 21 term contract of the employee(s) discussed in executive session pursuant to the terms of the employee’s contract.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 12, 2024

Presenter: Anthony Jarrett

Subject: Public Hearing for the 2022-2023  
District Annual Report

Related Page(s): Attachment

### **PRESENTATION**

#### **BACKGROUND INFORMATION**

Based on the Commissioner's Rules on Reporting Requirements (Texas Administrative Code 19, Subchapter BB.), the District is required to provide a hearing for public discussion of the District's Annual Report and the Texas Academic Performance Report (TAPR) provided by the Texas Education Agency (TEA) under the Texas Education Code, §39.306. This hearing may take place during a regularly scheduled or special meeting of the local board of trustees and must be held within 90 calendar days of receiving the PDF TAPR. Holiday breaks do not count towards the 90-day window. The PDF TAPR was received on December 15, 2023. Copies of the District TAPR and Annual Report will be published on the District website and also made available for public review in the Richard A. Middleton Education Center (RAMEC), 8961 Tesoro Drive, San Antonio, Texas, 78217.

**RESOLUTION OF A FAIR AND TRANSPARENT ACCOUNTABILITY SYSTEM**

**WHEREAS** the North East Independent School District Board of Trustees believes in a fairly and consistently applied Accountability Rating System from year-to-year;

**WHEREAS** the North East Independent School District Board of Trustees acknowledges that the Rating System should provide transparency to parents and the public with simple, accessible, and understandable information;

**WHEREAS** the transparency objective is also furthered by requiring the Commissioner to provide the measures, methods, and procedures to school districts that *will be* applied to school districts from year-to-year and without mid-year change;

**WHEREAS** year-to-year consistency allows timely notice to school districts and their campuses to plan school improvement efforts based on the measures, methods, and procedures adopted by the Commissioner;

**WHEREAS** the Texas legislature requires the Commissioner to provide the measures, methods, and procedures on a year-to-year basis and without mid-year change. Without annual consistency, school districts and campuses cannot effectively plan to achieve high-performance ratings unless the Commissioner complies with the legislature’s mandate;

**NOW, THEREFORE, BE IT RESOLVED THAT** the North East Independent School District Board of Trustees joins in collective efforts with other Texas School Boards to:

- Commit our support in pursuing action to ensure the Rating System provides a *fair, transparent, and effective system* for assigning performance ratings to school districts based on consistent measures, methods, and procedures.
- Oppose the Commissioner’s retroactive and drastic mid-year change to the measures, methods, and procedures used for the 2022-2023 school year performance ratings.
- Stand in support of the Rating System adhering to Texas state law as passed by the Texas legislature.
- Stand in support of efforts to reform the Accountability Rating System to one that uses multiple effective school measures for all grade levels and a more holistic approach to assign the ratings of a campus and the performance of each student in lieu of relying heavily on one standardized test.

**PASSED & APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 12, 2024

Presenter: Anthony Jarrett,  
Esmeralda Munoz,  
Executive Director,  
Learning Support Services

Subject: 2024-2025 Proposed Calendars for  
Academy of Creative Education and  
Castle Hills Elementary

Related Page(s): NEISD Website

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

As defined by the 84th Legislative session, all calendars comply with HB 2610 guidelines of including no less than 75,600 minutes of instruction for the school year. The calendars do not include the use of T.E.A. waiver days.

The proposed calendars fall within the legal guidelines established by the State of Texas, Texas Education Code, and NEISD legal policy. Daily student instructional minutes, academic priorities, bad weather days and religious holidays were considered in the creation of the calendar options.

### **ADMINISTRATIVE CONSIDERATION**

The proposed 2024-2025 year-round calendar for Castle Hills Elementary School was created and approved by the faculty, Campus Improvement Committee (CIC), and PTA members.

The proposed 2024 - 2025 calendar for the Academy of Creative Education (ACE) was developed and approved by the staff. The alternative school calendar allows for flexible scheduling to meet the needs of the student population ACE serves.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2024 - 2025 proposed calendars for Castle Hills Elementary and the Academy of Creative Education as submitted by their respective staff.

### **BOARD ACTION REQUIRED**

Approval/Disapproval





# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 12, 2024

Presenter: Anthony J. Mitchell  
Barry Lanford, Executive  
Director, Facility  
Maintenance

Subject: Approval to Lease NEISD Groundwater

Related Page(s): Attachment

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

San Antonio Water Systems (SAWS) is offering an opportunity for owners of water rights to lease back unused groundwater. NEISD owns 5 water wells with 122.3 acre feet of water which leased back, could generate \$15,899.00 a year for 5 years.

### **ADMINISTRATIVE CONSIDERATION**

Under the Education Code, the Board is considered the owner of all the real property of the District, which would include any rights to minerals, water, or other similar resources on the property. As such, leasing the water rights is an item requiring Board approval.

### **BUDGETARY CONSIDERATION**

There is no expense being put upon the district.

### **ADMINISTRATIVE RECOMMENDATION**

The Maintenance and Operations Department recommends the approval of the leasing of groundwater to Edwards Underground Water District.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

## LEASE OF GROUNDWATER

This Lease of Groundwater ("Lease") is entered into to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the ("Effective Date"), by and between **North East Independent School District** (hereinafter referred to as "Lessor" whether one or more) and the City of San Antonio, a Texas municipal corporation, by and through its San Antonio Water System (the "Lessee"). Lessor hereby leases to Lessee the following unrestricted, fully transferable Edwards Aquifer water rights and related rights, on the following terms and conditions:

1. Water Rights.

Lessor leases to Lessee the Lessor's groundwater rights and Lessor's permit rights from the Edwards Aquifer Authority ("EAA") to withdraw **122.318** acre-feet of unrestricted Edwards Aquifer groundwater per annum, under EAA Initial Regular permit No(s) as listed in Exhibit "A" (the "Groundwater Withdrawal Permit(s)"). The Water Rights include all property rights to and for the quantity of rights above referenced, including the right to withdraw and/or beneficially use the Water Rights and all real and personal property rights, appurtenances, permits, authorities, licenses, consents and contracts, if any, directly pertaining to all such Water Rights. If the Water Rights consist of rights under more than one EAA Groundwater Withdrawal Permit, Lessor has attached to this Lease as Exhibit "A", a list identifying each EAA Groundwater Withdrawal Permit, with a description of the total amount of acre feet being leased to Lessee under each Groundwater Withdrawal Permit.

2. Additional Lease Rights.

The lease of the Water Rights as defined above shall also expressly include all of Lessor's Groundwater Withdrawal Permit rights pertaining to the Water Rights, all withdrawal or other permits pertaining to the Water Rights, and all modifications, amendments, renewals, extensions or successor or substitute permits relating to any of the above described items, and the right to withdraw and/or beneficially use the Edwards Aquifer water related to or pertaining to the Water Rights.

3. Term.

The term of this Lease ("Term") shall be for a period of 5 years commencing on **January 1, 2024** (the "Commencement Date") and continuing through **December 31, 2028** (the "Expiration Date"). Under this Lease, each calendar year that this Lease is in effect, beginning with the calendar year in which the Commencement Date occurs, is a Lease Year.

4. Appropriation.

Notwithstanding anything contained herein to the contrary, Lessee shall have the right to terminate this Lease at the end of each of its annual budget periods if it has not appropriated the necessary funds for payment of the lease payment due during the next annual budget period. Such election shall be made in writing to the Lessor within fifteen (15) days after the end of the applicable annual budget period and shall be effective upon Lessor's receipt of such written notice. Provided, however, Lessee agrees to use its best efforts to obtain and appropriate funds for the payment of all lease payments and other expenses and obligations due under the terms of this Lease. Pursuant to Section 271.903 of the Texas Local Government Code, Lessor acknowledges and agrees that all lease payments and other expenses and obligations due under the terms of the Lease shall be deemed to be the commitment of the Lessee's current revenues only.

5. Feasibility Period.

For a period of forty-five (45) days beginning on the Effective Date of this Lease ("Feasibility Period"), Lessee will have the right at its cost to investigate all aspects of the Water Rights, including without limitation Lessor's title to the Water Rights and the existence of any encumbrances or clouds on Lessor's title to the Water Rights. Without limiting any other provisions of this Lease, during the Feasibility Period, Lessor shall cooperate with Lessee and execute or cause to be executed any documentation or instrument which is necessary or useful, as determined by Lessee, to resolve title issues, including but not limited to encumbrances or clouds, discovered by Lessee during its investigations. At Lessee's option, Lessee may extend the Feasibility Period by thirty (30) days by written notice to Lessor, to allow for completion of any title curative matters. Also during Feasibility Period, Lessor shall cooperate with Lessee and execute or provide any additional documentation to prove signatory authority, including but not limited to signed resolutions authorizing the transaction (if applicable). During the Feasibility Period, if Lessee determines in Lessee's sole discretion that it is not in the best interest of Lessee to lease all the Water Rights due to any defects in Lessor's title to or on non-transferability of all or part of the Water Rights for use by Lessee at Lessee's wells, Lessee may terminate this Lease by written notice to Lessor delivered within the Feasibility Period or Lessee may, by delivering notice to Lessor within the Feasibility Period, elect to lease any part of the Water Rights with the Rent adjusted based on the total amount of Water Rights Lessee elects to lease.

6. Payments.

Rent.

For each of the Lease Years, rent for the Water Rights will be one hundred thirty and 00/100 dollars (\$130.00) per acre-foot, for a total lease payment of fifteen thousand nine hundred one and 34/100 dollars (\$15,901.34) per Lease Year ("Rent").

All Rent payments are subject to any adjustment pursuant to Section 5 above (Feasibility Period) and Section 7 below ("Reductions and Changes in Designation"). Rent for each Lease Year is due in one lump-sum payment on or before January 31<sup>st</sup> of each Lease Year, but, notwithstanding the foregoing, in no event will a payment be made earlier than the expiration of the Feasibility Period or the recognition by the EAA of the transfer of the Water Rights. On or before the Effective Date of this Lease (a) Lessor agrees to provide to Lessee the Social Security Number or the Tax Identification Number for each Lessor; and (b) if Lessor desires that Lessee divide the Rent payments between two or more Lessors, Lessor shall provide Lessee the percentage of the Rent to be paid to each Lessor.

7. Reductions and Changes in Designation.

In the event that there is a permanent reduction by the EAA or other governmental authority of the maximum authorized withdrawal amount of the Groundwater Withdrawal Permit(s) ("Permanent Reduction"), Lessor must elect one of the two following options within sixty (60) days of the effective date of such Permanent Reduction: (1) Lessor may elect that the amount of the Water Rights leased by Lessee under this Lease shall be reduced on an equal percentage basis (or such method adopted by the EAA or other governmental authority) as of the effective date of the reduction of each Groundwater Withdrawal Permit under the Permanent Reduction, and the Rent shall be reduced accordingly on the per acre foot basis as described in Section 6 of this Lease for the first Lease Year in which the Permanent Reduction is applicable and each subsequent Lease Year; or (2) if Lessor, after such Permanent Reduction, owns sufficient rights under the Groundwater Withdrawal Permit(s) relating to the Water Rights to provide the full amount of the Water Rights described in Section 1, Lessor may elect that there is no reduction of the Water Rights or the Rent under this Lease. If, as a result of the first election, Lessee has prepaid Rent for a Lease Year in which Rent is reduced, then Lessor shall refund to Lessee the amount of the reduction in the Rent within 30 days of date Lessor makes such an election if the reduction in Rent occurs in the final Lease Year. If it is not the final Lease Year, then Lessor shall refund to Lessee the amount of the reduction in Rent for the Lease Year within 30 days of date Lessee makes such a request. If Lessee does not make such a request, Lessee may set off such refund amount against any Rent due Lessor in subsequent Lease Years. In the event of the second election, the parties agree to execute and deliver any documents which are required by the EAA or any other governmental authority.

This section 7 does not apply to a temporary reduction in the use of any part of the Water Rights due to demand management, critical period or similar rules of the EAA or other government authority.

8. Documents to be Delivered on Effective Date of Lease.

On the Effective Date of this Lease, Lessor shall deliver to Lessee the following documents executed and acknowledged by Lessor: (a) an EAA Application to Transfer and Amend Initial Regular Permit for the Water Rights, including all Exhibits and other forms or documents required by the EAA to approve the transfer of the use of the Water Rights to

Lessee; (b) a signed consent, on a form provided by Lessee (attached hereto as Exhibit B), granting Lessee access to information maintained by the EAA relating to Lessor's Groundwater Withdrawal Permit(s) and to Lessor's compliance and/or noncompliance with the EAA Act and Rules; (c) a Memorandum of Lease of Groundwater in the form provided by Lessee and attached hereto as Exhibit "C" for each Groundwater Withdrawal Permit relating to the Water Rights; (d) evidence of signatory authority for the general partner of Lessor and authorization for the lease of the Water Rights by all of the partners (general and limited) of the Lessor (if applicable); (e) evidence of signatory authority if Lessor is a limited liability corporation or corporation (if applicable); and (f) evidence of approval of the Lease and authorization by the governing body of Lessor to enter into the Lease if applicable.

9. Permits.

Lessee shall have the right but not the duty to initiate, seek party status in, and/or prosecute any proceedings relating to the Water Rights including, at its election, Lessor's EAA Groundwater Withdrawal Permits and the Real Property (hereinafter defined) as may be necessary for the protection of Lessee's interests in the Water Rights or Edwards Aquifer, including but not limited to (i) contesting the validity of law or regulatory action; (ii) contesting fees assessed to or levied upon the Water Rights; or (iii) protecting, defending, and/or preserving the rights to withdraw water from the Edwards Aquifer. Lessor shall cooperate with Lessee's efforts in connection therewith, although any costs to be incurred by Lessor in connection with such cooperation are subject to approval by Lessor's Board of Trustees. Lessor shall not take any actions or omit to take any actions which will adversely affect the Water Rights.

10. Water Rights Information.

Lessor shall furnish to Lessee notice of all matters or actions related to or affecting the Water Rights, including, without limitation, actual or threatened litigation or administrative actions, within five (5) business days of the date Lessor is aware of such matters or actions. Lessor agrees to furnish to Lessee information concerning and copies of all documents pertaining to such matters or actions within five (5) business days of the date that Lessee requests such information or documents.

11. Continued Operation and Compliance with Lease.

From the Effective Date of this Lease, Lessor shall not take any actions (or omit to take any actions) which will harm or diminish Lessee's interests in the Water Rights. Lessor and Lessee agree to comply with all applicable EAA rules or regulations and other applicable federal, state or local laws, regulations or ordinances relating to Water Rights and the Groundwater Withdrawal Permits.

12. Quiet Enjoyment.

Lessor does hereby warrant and represent to Lessee that it has good and marketable title to the Water Rights, including Lessor's Groundwater Withdrawal Permits. Lessor does hereby represent and warrant to provide to Lessee quiet enjoyment, without restriction or limitation, of the Water Rights during the full term of this Lease. In addition to and notwithstanding the foregoing, in the event the Lessee is deprived of quiet enjoyment of all or any of the Water Rights at any time during the Term of this Lease, Lessee may, in addition to any other rights and remedies Lessee may exercise under this Lease, terminate this Lease in whole, or in part with respect to that portion of the Water Rights that Lessee is unable to quietly enjoy. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AGREES TO DEFEND AND INDEMNIFY LESSEE FOR ANY LOSSES, CLAIMS, LIABILITY, COSTS AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS FEES, RESULTING FROM LESSOR'S BREACH OF THE AFOREMENTIONED REPRESENTATIONS AND WARRANTIES.

13. Proceeds From Awards.

Lessor assigns to Lessee all interest of Lessor in and to any condemnation awards or insurance proceeds which relate to Lessee's leasehold interest in the Water Rights, as determined by the market value of Lessee's leasehold interest at the time of condemnation.

14. Cooperation.

Lessor will use its best efforts, take such actions and execute and deliver such documents Lessee determines necessary to fully vest Lessee with and protect Lessee's interests in the Water Rights and make effective all of the terms of this Lease. In the event that the real property associated with the Water Rights ("Real Property") or the Water Rights itself is burdened by a financing statement, security agreement, mortgage or deed of trust, and the holder of such financing statement, security agreement, mortgage and deed of trust has not previously released their lien on the Water Rights, Lessor shall use best efforts to obtain and deliver to Lessee a Subordination, Nondisturbance and Attornment Agreement, in form and content acceptable to Lessee, executed by Lessee and the applicable holder of such financing statement, security agreement, mortgage or deed of trust.

15. Assignability.

Lessor and Lessee shall have the right to freely assign this Lease or any rights hereunder. Lessee may freely sublease all or any portion of the Water Rights.

16. Notices.

Any notices to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by overnight delivery service, or by personal delivery to such address. Notice shall be deemed

effective upon such placing in the mails, on the next business day following delivery and acceptance for next day delivery by any overnight delivery service, or upon actual delivery if by personal delivery:

Lessor: **North East Independent School District**  
ATTN: Shannon Grona, President, Board of Trustees  
**10333 Broadway Annex I**  
**San Antonio, Texas 78217**

Lessee: San Antonio Water System  
ATTN: Water Resources Department  
*Mailing Address:*  
P.O. Box 2449  
San Antonio, Texas 78212  
*Physical Address:*  
2800 U.S. Highway 281 North  
San Antonio, Texas 78298

17. Fees.

Lessee will pay the EAA transfer application fees and county recordation fees necessary to transfer the Water Rights to Lessee. Lessee will also pay EAA Aquifer Management Fees associated with the Water Rights for each Lease Year, or if Lessor has paid some or all of the EAA Aquifer Management Fees for the initial Lease Year prior to the Effective Date of this Lease, Lessee shall reimburse Lessor for such payment. Lessee shall not be liable for any fees, taxes or assessments on the Real Property, or for any EAA fees assessed on or related to water or permit rights not leased to Lessee under this Lease.

18. Liens.

Lessor and Lessee shall promptly pay when due all items for which they are responsible which may result in the placement of a lien on the Water Rights or Lessor's Groundwater Withdrawal Permits or the Real Property. If Lessor or Lessee fail to pay any such item, including but not limited to any tax, charge or assessment, or any mechanic's or materialmen's expenses, or if a lien is placed upon the Water Rights or Lessor's Groundwater Withdrawal Permits or Real Property, the non-defaulting party shall have the right to make such payment and the defaulting party hereby covenants to reimburse the non-defaulting party, upon demand, for any amount so expended or paid, with interest thereon at the highest legal rate per annum from the date of such payment until the date of such reimbursement, or the non-defaulting part may set off such amount against any monies due and owing the defaulting party, including Rent. Lessor shall cooperate with

Lessee in obtaining a subordination of any deed of trust or mortgage encumbering the Water Rights.

19. Default.

If for any reason Lessor fails to comply with any of the provisions of this Lease, or if any of the representations and warranties of Lessor prove to be false, Lessee, at its election, may exercise all rights which may be available to it at law or in equity, including termination of the Lease. If Lessee fails to comply with any provision of the Lease and such failure continues for a period of thirty (30) days after receiving written notice of such failure from Lessor, Lessor may, as its sole and exclusive remedy terminate the Lease and retain the prepaid Rent for the Lease Year in which the Lease is terminated as liquidated damages.

20. Waiver.

The failure on the part of either party to require the performance by the other of any portion of this Lease shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision. Any waiver by either party of any provision of this Lease shall not be a waiver of any other provision hereof.

21. Severability.

The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

22. Governing Law.

This Lease shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.

23. Binding Effect.

The Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except as provided in Section 15.

24. Authority.

Each of the persons signing on behalf of Lessor and Lessee hereby represent and warrant that they have the authority to execute this Lease on behalf of the party indicated by their signature and have the authority to bind such party thereto.



25. Survival.

Except as set out herein, all agreements and representations in this Lease shall survive the end of the Term.

26. Force Majeure.

If Lessee is denied its use of all or a part of the Water Rights by reason of any laws, regulations, or governmental action or other acts outside of the control of Lessor and Lessee, other than as described in Section 7 above, then Lessee and Lessor shall be excused from their obligations hereunder for so long as these circumstances exist; provided, however, that in the event the Water Rights are reduced as described in Section 7 above, the provisions of Section 7 shall control.

27. Further Assurances.

Lessor and Lessee shall take all further actions and shall execute and deliver to the other any other document or instrument which is necessary or useful to fully carry out the transactions evidenced by this Lease, including any amendments to the Permit Rights carried out in conformance with applicable EAA regulations or any documentation required by the EAA in order to evidence the termination of Lessee's interest in the Water Rights upon the termination of this Lease. In addition, the parties agree to amend this Lease in any manner necessary to cause this Lease to be in compliance with EAA rules and regulations. Lessee shall have the authority to file a Memorandum of Lease of Groundwater of public record to reflect its interest in the Water Rights as set out under the terms of this Lease. Lessor agrees to execute any such form of Memorandum of Lease of Groundwater or any amendment of such Memorandum of Lease of Groundwater provided by Lessee.

28. Attorneys Fees.

If any action at law or in equity is brought to enforce or interpret a provision of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and other necessary litigation disbursements in addition to any relief to which it may be entitled. Any such attorneys' fees award shall be determined by a court of competent jurisdiction.

30. Entire Agreement.

This Lease contains all agreements between the parties hereto and any agreement not contained herein shall not be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this Lease. Words of gender shall be construed to include any other gender, and words in the singular number shall include the plural and vice versa unless the context requires otherwise.

31. Counterparts.

This Lease may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument, but all such counterparts together shall constitute but one and the same instrument.

*[Signature Page to Follow]*

**Lessor\***

North East Independent School District

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

Shannon Grona

Title: President, Board of Trustees

\*If there is more than one Lessor, each Lessor must sign. If the Water Rights are derived from property constituting the homestead of Lessor, Lessor's spouse must join in this lease, and the absence of such spouse's joinder to this lease shall constitute a representation and warranty by Lessor that the Water Rights are not part of the homestead.

**Lessee**

City of San Antonio, a Texas municipal corporation, by and through its San Antonio Water System

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

Robert R. Puente

Title: President/Chief Executive Officer

EXHIBIT "A"

If the Water Rights leased under this Lease consist of rights under more than one EAA Groundwater Withdrawal Permit, Lessor must list below each EAA Groundwater Withdrawal Permit, with a description of the total acre feet being leased to Lessee from each Groundwater Withdrawal Permit.

EAA Groundwater Withdrawal Permit No. P100-413 as recorded in the Official Public Records of Bexar County, Texas.

Total amount of Water Rights being leased to Lessee under this Permit: 16.461 acre-feet.

EAA Groundwater Withdrawal Permit No. P100-416 as recorded in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 60.582 acre-feet.

EAA Groundwater Withdrawal Permit No. P100-417 as recorded in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 10.275 acre-feet.

EAA Groundwater Withdrawal Permit No. P100-447 as recorded in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 35.000 acre-feet.

EXHIBIT "B"

**CONSENT TO REVIEW OF EDWARD AQUIFER AUTHORITY ("EAA") RECORDS**

The undersigned, as the owner or representative acting on behalf of the owner of certain water rights ("Consenting Party"), has entered into a Lease with the San Antonio Water System as Lessee ("SAWS") for the lease of those water rights to SAWS. In conjunction with such lease, Consenting Party hereby consents to and agrees to allow the review and copying by SAWS of any and all EAA records relating to Consenting Party and the Consenting Party's EAA Initial Regular Permit No(s). **P100-413, P100-416, P100-417 and P100-447** as contained in the files of the Edwards Aquifer Authority ("EAA") at any location of the EAA. Such right granted hereby to SAWS includes but is not limited to files relating to permit issuance, amendment, revocation, application, adjudication or other action affecting such permit or permits, all files relating to compliance or noncompliance with the terms of such permit(s), compliance or noncompliance with EAA Act, rules and regulations, any and all correspondence by and between Consenting Party and the EAA or involving any third party, all materials relating to fees assessed, paid, adjudicated or protested with respect to such permit(s), all information relating to pumpage, water measurement, critical period/demand management withdrawal allocation schedules, water usage or non-usage, all files relating to transfers of water rights into and/or out of Consenting Party's EAA Initial Regular Permit No(s). **P100-413, P100-416, P100-417 and P100-447** and any other data or information affecting such permit(s) as contained in the files of the EAA. Consenting Party in addition hereby requests the EAA to allow access to all such files by SAWS and its representatives without further consent or approval from Consenting Party.

This consent is effective until written notice revoking this consent is provided by Consenting Party to both SAWS and to the EAA.

Date: \_\_\_\_\_

**CONSENTING PARTY:**

\_\_\_\_\_  
By: Shannon Grona

Title: President Board of Trustees, North East  
Independent School District

EXHIBIT "C"

**MEMORANDUM OF LEASE OF GROUNDWATER**

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

### MEMORANDUM OF LEASE OF GROUNDWATER

This Memorandum of Lease of Groundwater ("MOL") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **North East Independent School District** (the "Lessor") and the City of San Antonio, a Texas municipal corporation, acting by and through its San Antonio Water System (the "Lessee").

#### WITNESSETH:

1. On \_\_\_\_\_, Lessor and Lessee entered into a Lease of Groundwater (the "Lease") of the Water Rights described below:

#### Water Rights:

The Water Rights consist of the Lessor's groundwater rights and Lessor's permit rights from the Edwards Aquifer Authority ("EAA") to withdraw **16.461** acre-feet of unrestricted Edwards Aquifer groundwater per annum, under EAA Initial Regular Permit **P100-413** recorded as Instrument Number 2008229983 in the Official Public Records of Bexar County, Texas (the "Groundwater Withdrawal Permit") (the "Water Rights"). The Groundwater Withdrawal Permit authorizes the withdrawal and beneficial use of groundwater from the Edwards Aquifer pursuant to the terms and conditions of the Groundwater Withdrawal Permit.

2. The Lease sets out the rights and obligations of the Lessor and Lessee to the Groundwater Withdrawal Permit. The Lease may also cover additional Groundwater Withdrawal Permits, and if so, a separate Memorandum of Lease of Groundwater has been recorded for each such Groundwater Withdrawal Permit.

3. The term of the Lease is for 5 years, from **January 1, 2024** to **December 31, 2028**.

4. In accordance with the terms of the Lease, the Lessor has agreed to lease a total of 16.461 acre-feet per annum of Water Rights to Lessee.

5. This MOL is intended to act only as the notice of the existence of the Lease and its general terms. To the extent the terms of this MOL conflict with the terms of the Lease, the terms of the Lease shall control.

**Lessor:**  
North East Independent School District

By: \_\_\_\_\_  
Shannon Grona,

Title: President, Board of Trustees

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Shannon Grona, President, Board of Trustees, North East Independent School District.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(Seal)



**Lessee:**

City of San Antonio, a Texas municipal corporation, by and through its San Antonio Water System

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

Robert R. Puente

Title: President/Chief Executive Officer

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
COUNTY OF BEXAR               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Robert R. Puente, President and CEO of the San Antonio Water System, for the City of San Antonio, a Texas municipal corporation, by and through its San Antonio Water System

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(Seal)

**After recording return to:**

**Water Resources  
Attn: Brandon Payne  
San Antonio Water System  
P.O. Box 2449  
San Antonio, Texas 78298-2449**

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#### WITNESSETH:

1. On \_\_\_\_\_, Lessor and Lessee entered into a Lease of Groundwater (the "Lease") of the Water Rights described below:

#### Water Rights:

The Water Rights consist of the Lessor's groundwater rights and Lessor's permit rights from the Edwards Aquifer Authority ("EAA") to withdraw **60.582** acre-feet of unrestricted Edwards Aquifer groundwater per annum, under EAA Initial Regular Permit **P100-416** recorded as Instrument Number 20110202523 in the Official Public Records of Bexar County, Texas (the "Groundwater Withdrawal Permit") (the "Water Rights"). The Groundwater Withdrawal Permit authorizes the withdrawal and beneficial use of groundwater from the Edwards Aquifer pursuant to the terms and conditions of the Groundwater Withdrawal Permit.

2. The Lease sets out the rights and obligations of the Lessor and Lessee to the Groundwater Withdrawal Permit. The Lease may also cover additional Groundwater Withdrawal Permits, and if so, a separate Memorandum of Lease of Groundwater has been recorded for each such Groundwater Withdrawal Permit.

3. The term of the Lease is for 5 years, from **January 1, 2024** to **December 31, 2028**.

4. In accordance with the terms of the Lease, the Lessor has agreed to lease a total of 60.582 acre-feet per annum of Water Rights to Lessee.

5. This MOL is intended to act only as the notice of the existence of the Lease and its general terms. To the extent the terms of this MOL conflict with the terms of the Lease, the terms of the Lease shall control.

**Lessor:**

North East Independent School District

By: \_\_\_\_\_  
Shannon Grona

Title: President, Board of Trustees

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
COUNTY OF BEXAR               §

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\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(Seal)

**Lessee:**

City of San Antonio, a Texas municipal corporation, by and through its San Antonio Water System

By: \_\_\_\_\_  
Robert R. Puente

Title: President/Chief Executive Officer

**ACKNOWLEDGMENT**

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COUNTY OF BEXAR               §

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#### WITNESSETH:

1. On \_\_\_\_\_, Lessor and Lessee entered into a Lease of Groundwater (the "Lease") of the Water Rights described below:

#### Water Rights:

The Water Rights consist of the Lessor's groundwater rights and Lessor's permit rights from the Edwards Aquifer Authority ("EAA") to withdraw **10.275** acre-feet of unrestricted Edwards Aquifer groundwater per annum, under EAA Initial Regular Permit **P100-417** recorded as Instrument Number 20080229985 in the Official Public Records of Bexar County, Texas (the "Groundwater Withdrawal Permit") (the "Water Rights"). The Groundwater Withdrawal Permit authorizes the withdrawal and beneficial use of groundwater from the Edwards Aquifer pursuant to the terms and conditions of the Groundwater Withdrawal Permit.

2. The Lease sets out the rights and obligations of the Lessor and Lessee to the Groundwater Withdrawal Permit. The Lease may also cover additional Groundwater Withdrawal Permits, and if so, a separate Memorandum of Lease of Groundwater has been recorded for each such Groundwater Withdrawal Permit.

3. The term of the Lease is for 5 years, from **January 1, 2024** to **December 31, 2028**.

4. In accordance with the terms of the Lease, the Lessor has agreed to lease a total of 10.275 acre-feet per annum of Water Rights to Lessee.

5. This MOL is intended to act only as the notice of the existence of the Lease and its general terms. To the extent the terms of this MOL conflict with the terms of the Lease, the terms of the Lease shall control.

**Lessor:**  
North East Independent School District

By: \_\_\_\_\_  
Shannon Grona

Title: President, Board of Trustees

**ACKNOWLEDGMENT**

STATE OF TEXAS                    §  
COUNTY OF BEXAR               §

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20\_\_ by Shannon Grona, President, Board of Trustees, North East Independent School District.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(Seal)

**Lessee:**

City of San Antonio, a Texas municipal corporation, by and through its San Antonio Water System

By: \_\_\_\_\_  
Robert R. Puente

Title: President/Chief Executive Officer

**ACKNOWLEDGMENT**

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COUNTY OF BEXAR               §

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#### WITNESSETH:

1. On \_\_\_\_\_, Lessor and Lessee entered into a Lease of Groundwater (the "Lease") of the Water Rights described below:

#### Water Rights:

The Water Rights consist of the Lessor's groundwater rights and Lessor's permit rights from the Edwards Aquifer Authority ("EAA") to withdraw **35** acre-feet of unrestricted Edwards Aquifer groundwater per annum, under EAA Initial Regular Permit **P100-447** recorded as Instrument Number 20180088637 in the Official Public Records of Bexar County, Texas (the "Groundwater Withdrawal Permit") (the "Water Rights"). The Groundwater Withdrawal Permit authorizes the withdrawal and beneficial use of groundwater from the Edwards Aquifer pursuant to the terms and conditions of the Groundwater Withdrawal Permit.

2. The Lease sets out the rights and obligations of the Lessor and Lessee to the Groundwater Withdrawal Permit. The Lease may also cover additional Groundwater Withdrawal Permits, and if so, a separate Memorandum of Lease of Groundwater has been recorded for each such Groundwater Withdrawal Permit.

3. The term of the Lease is for 5 years, from **January 1, 2024** to **December 31, 2028**.

4. In accordance with the terms of the Lease, the Lessor has agreed to lease a total of 35 acre-feet per annum of Water Rights to Lessee.

5. This MOL is intended to act only as the notice of the existence of the Lease and its general terms. To the extent the terms of this MOL conflict with the terms of the Lease, the terms of the Lease shall control.



**Lessor:**  
North East Independent School District

By: \_\_\_\_\_  
Shannon Grona

Title: President, Board of Trustees

**ACKNOWLEDGMENT**

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COUNTY OF BEXAR               §

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\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(Seal)

**Lessee:**

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By: \_\_\_\_\_  
Robert R. Puente

Title: President/Chief Executive Officer

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NOTARY PUBLIC, State of Texas

(Seal)

**After recording return to:**

**Water Resources  
Attn: Brandon Payne  
San Antonio Water System  
P.O. Box 2449  
San Antonio, Texas 78298-2449**



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 12, 2024

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 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 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 12, 2023. 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 2023-2024.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**  
**NEISD BOARD MEETING**  
**February 12, 2024**

<b>Category</b>	<b>Vendor(s) Name</b>	<b>Description of Goods/Services</b>	<b>Estimated Expenditures 2023-2024</b>	<b>Bid Compliance</b>	<b>Notes</b>
Document & Print Management Services	Sharp Business Solutions	Preventative Maintenance parts for district wide copiers	\$173,055	78-19	Purchase over \$50,000 requires Board approval. Summer project to perform preventative maintenance on all copiers.
Family Engagement & Migrant	Teacher Created Materials Publishing	Family Engagement Guides	\$247,000	105-19	Purchase over \$50,000 requires Board approval.
Safety and Security	Beckwith Electronic Engineering Company	Public Address System Upgrades	\$142,000	Buyboard Contract #647-21	Purchase over \$50,000 requires Board approval.
School Nutrition Services	Andy's Auto & Bus Air, Inc.	Retrofit Bus for Summer Feeding Program	\$52,172	44-19	Purchase over \$50,000 requires Board approval.
Special Education	Aequor Healthcare Services	Fill vacant teacher positions at 2 campuses	\$292,940	37-23	Purchase over \$50,000 requires Board approval.
Special Education	Bayes Achievement Center	Assessments	\$431,000	Professional Services	August Board approved \$285,000. Additional \$146,000 needed for IEP placement.
Special Education	Deaf Interpreter Services, Inc.	Interpreters & DSS Substitutes	\$400,000	02-20	September Board approved \$250,000. Additional \$150,000 needed.
Special Education	Educational Based Services	SLP/SLPA Services	\$400,000	89-19	September Board approved \$300,000. Additional \$100,000 needed.



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 12, 2024

Presenter: Anthony J. Mitchell  
Ish Flores, Interim  
Executive Director, CM&E

Subject: LEE HS and Reagan HS Kitchen Serving Line  
Upgrade Project - Bid Award Approval

Related Page (s): Attachment

## CONSENT ITEM

### **BACKGROUND INFORMATION**

Bids were received for the LEE HS and Reagan HS Kitchen Serving Line Upgrade Project on Thursday, January 25, 2024 at 2:00 PM in Room 317 of the North East ISD Richard A. Middleton Education Center. The consulting firm of Pluger Architects is employed as the professional consulting team on this project. This project will upgrade the serving lines which consist of new serving counters, pass-through warmers, painting, and modifications to the flooring, lighting, ceilings, electrical power, and plumbing lines at each campus.

### **ADMINISTRATIVE CONSIDERATION**

This project is approved in the School Nutrition Services fund program.

### **BUDGETARY CONSIDERATION**

The program budget for this project equals \$4,000,000.00 in project construction cost for both campuses which includes \$125,000.00 in program contingency funds. The total bid cost equaled \$4,705,675.52. The overage in construction cost will be funded by the School Nutrition Services fund program.

### **RECOMMENDATION**

It is recommended that the Board of Trustees award the construction bid for the LEE HS and Reagan HS Kitchen Serving Line Upgrade Project to REC Industries for a construction cost of \$4,705,675.52 which includes Alternate #1 at LEE HS and Alternates #1 and #2 at Reagan HS as shown on the accompanying bid attachment. Additionally, it is recommended that the Board of Trustees grant the Superintendent, Chief Operations Officer, and the Interim Executive Director for Construction Management & Engineering authority to execute the contracts in support of this project.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

**BID TAB: LEE HS and Reagan HS Kitchen Serving Line Upgrade Project**  
**RFP NO. 07-24 BID DATE: January 25, 2024 @ 2:00 PM**

<b>Consultant: Pfluger Architects</b>					
<b>LEE HS Kitchen Serving Line Upgrade Project</b>					
<b>Bidder</b>	<b>General Contractor</b>	<b>Base Bid</b>	<b>Alternate #1</b>		<b>Total Cost</b>
1	REC Industries	\$ 1,749,700.00	\$ 126,872.44		\$ 1,876,572.44
<b>Reagan HS Kitchen Serving Line Upgrade Project</b>					
<b>Bidder</b>	<b>General Contractor</b>	<b>Base Bid</b>	<b>Alternate #1</b>	<b>Alternate #2</b>	<b>Total Cost</b>
1	REC Industries	\$ 2,699,169.53	\$ 82,447.83	\$ 47,485.72	\$ 2,829,103.08
<b>Total LEE HS and Reagan HS Construction Cost</b>					<b>\$ 4,705,675.52<sup>38</sup></b>
<b>Board Approved Budget = \$4,000,000.00</b>					
<b>LEE HS Alternate #1: Provide Four Item K-18 Pass-Thru Heated Cabinet and Four Item K-19 Pass-Thru Refrigerator</b>					
<b>Reagan HS Alternate #1: Provide Four Item K-18 Pass-Thru Heated Cabinet and Two Item K-19 Pass-Thru Refrigerator</b>					
<b>Reagan HS Alternate #2: Re-stain Existing Concrete Stained Floor</b>					



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 12, 2024

Presenter: Anthony J. Mitchell  
Ish Flores, Interim  
Executive Director, CM&E

Subject: 2024 Annual Construction Prevailing Wage Rates  
Approval for North East ISD Construction Programs

Related Page(s): Attachments

## CONSENT ITEM

### **BACKGROUND INFORMATION**

The Construction Prevailing Wage Rates used for the execution of the District's bond-funded, Maintenance & Operations-funded, and ESSER-III funded construction programs were previously revised/approved on February 13, 2023. Board Policy CV (Legal) stipulates that the Board's determination of the general prevailing rates of per diem wages shall be final (Government Code 2258.022) and serves as the minimum wage to be paid to construction workers by contractors performing work for the District. The Construction Prevailing Wage Rates included as Attachment 1, will be effective until Feb. 10, 2025 and reflect current labor market conditions in the San Antonio area. A comparison of the 2023 and new 2024 North East ISD Construction Prevailing Wage Rates is included as Attachment 2.

### **ADMINISTRATIVE CONSIDERATION**

Adoption of revised Construction Prevailing Wage Rates for the District's construction programs requires approval by the Board of Trustees.

### **BUDGETARY CONSIDERATION**

Funding for North East ISD construction projects is provided by multiple sources including the District's Maintenance & Operations, 2015 Bond, and ESSER-III funded Programs.

### **RECOMMENDATION**

It is recommended for the Board of Trustees to adopt the 2024 Annual Construction Prevailing Wage Rates, as shown in Attachment 1, for the North East ISD Construction Programs.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT 1 - 2024 MINIMUM HOURLY WAGE RATE DETERMINATION  
FOR NORTH EAST INDEPENDENT SCHOOL DISTRICT BUILDING CONSTRUCTION**

Item #	Standard Occupation Classification Code	Trade Classification	2024 Wage Rate
1	37-3011	Landscaping and Grounds Keeping Workers	\$16.35
2	47-2021	Brick and Block Masons	\$25.89
3	47-2022	Stonemasons	\$18.88
4	47-2031	Carpenters	\$22.47
5	47-2041	Carpet Installers	\$20.77
6	47-2042	Floor Layers - except Carpet, Wood, and Hard Tiles	\$20.75
7	47-2043	Floor Sanders and Finishers	\$16.30
8	47-2044	Tile and Marble Setters	\$18.89
9	47-2051	Cement Masons and Concrete Finishers	\$21.43
10	47-2053	Terrazzo Workers and Finishers	\$21.37
11	47-2061	Construction Laborers	\$18.91
12	47-2071	Paving, Surfacing, and Tamping Equipment Operators	\$21.63
13	47-2073	Operating Engineers and Other Construction Equipment Operators	\$23.31
14	47-2081	Drywall and Ceiling Tile Installers	\$20.68
15	47-2082	Tapers	\$19.81
16	47-2111	Electricians	\$26.87
17	47-2121	Glaziers	\$22.01
18	47-2131	Insulation Workers - Floor, Ceiling, and Wall	\$20.01
19	47-2132	Insulation Workers, Mechanical	\$23.91
20	47-2141	Painters, Construction and Maintenance	\$20.25
21	47-2151	Pipe Layers	\$20.27
22	47-2152	Plumbers, Pipefitters, and Steamfitters	\$25.92
23	47-2161	Plasterers and Stucco Masons	\$21.81
24	47-2171	Reinforcing Iron and Rebar Workers	\$23.82
25	47-2181	Roofers	\$20.40
26	47-2211	Sheet Metal Workers	\$25.44
27	47-2221	Structural Iron and Steel Workers	\$22.63
28	47-3011	Helpers - Brick & Block Masons, Stonemasons, and Tile/Marble Setters	\$18.38
29	47-3012	Helpers - Carpenters	\$17.67
30	47-3013	Helpers - Electricians	\$18.93
31	47-3014	Helpers - Painters, Paperhangers, Plasterers, and Stucco Masons	\$16.18
32	47-3015	Helpers - Pipe Layers, Plumbers, Pipefitters, and Steamfitters	\$17.18
33	47-3016	Helpers - Roofers	\$17.12
34	47-3019	Helpers - Construction Trades, All Others	\$17.95
35	47-4011	Construction and Building Inspectors	\$29.94
36	47-4021	Elevator Installers and Repairers	\$39.42
37	47-4099	Construction and Related Workers, All Others	\$21.64
38	47-5022	Excavating, Loading Machine, Dragline Operators, and Surface Mining	\$23.81
39	47-5023	Earth Drillers Except Oil and Gas	\$24.58
40	47-5032	Explosives Workers, Ordinance Handling Experts, and Blasters	\$27.84
41	49-2022	Telecommunications Equipment Installers and Repairers (except Line Installers)	\$27.94
42	49-2098	Security and Fire Alarm Systems Installers	\$24.26
43	49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$25.11
44	49-9052	Telecommunications Line Installers and Repairers	\$27.94
45	51-2041	Structural Metal Fabricators and Fitters	\$22.30
46	51-4121	Welders, Cutters, Solderers, and Braziers	\$24.56
47	53-3032	Truck Drivers, Heavy and Tractor-Trailer	\$23.56
48	53-3033	Light Truck or Delivery Services Drivers	\$21.56
49	53-7021	Crane and Tower Operators	\$29.03
50	53-7051	Industrial Truck and Tractor Operators	\$19.64



**ATTACHMENT 2 - 2024 MINIMUM HOURLY WAGE RATE COMPARISON  
FOR NORTH EAST INDEPENDENT SCHOOL DISTRICT BUILDING CONSTRUCTION**

Item #	Standard Occupation Classification Code	Trade Classification	2023 Wage Rate	2024 Wage Rate	Annual Change (\$)
1	37-3011	Landscaping and Grounds Keeping Workers	\$15.82	\$16.35	\$0.53
2	47-2021	Brick and Block Masons	\$24.87	\$25.89	\$1.02
3	47-2022	Stonemasons	\$20.19	\$18.88	(\$1.31)
4	47-2031	Carpenters	\$22.11	\$22.47	\$0.36
5	47-2041	Carpet Installers	\$18.88	\$20.77	\$1.89
6	47-2042	Floor Layers - except Carpet, Wood, and Hard Tiles	\$20.88	\$20.75	(\$0.13)
7	47-2043	Floor Sanders and Finishers	\$16.45	\$16.30	(\$0.15)
8	47-2044	Tile and Marble Setters	\$20.32	\$18.89	(\$1.43)
9	47-2051	Cement Masons and Concrete Finishers	\$20.93	\$21.43	\$0.50
10	47-2053	Terrazzo Workers and Finishers	\$20.24	\$21.37	\$1.13
11	47-2061	Construction Laborers	\$17.94	\$18.91	\$0.97
12	47-2071	Paving, Surfacing, and Tamping Equipment Operators	\$22.26	\$21.63	(\$0.63)
13	47-2073	Operating Engineers and Other Construction Equipment Operators	\$22.59	\$23.31	\$0.72
14	47-2081	Drywall and Ceiling Tile Installers	\$21.81	\$20.68	(\$1.13)
15	47-2082	Tapers	\$32.92	\$19.81	(\$13.11)
16	47-2111	Electricians	\$26.43	\$26.87	\$0.44
17	47-2121	Glaziers	\$21.15	\$22.01	\$0.86
18	47-2131	Insulation Workers - Floor, Ceiling, and Wall	\$21.08	\$20.01	(\$1.07)
19	47-2132	Insulation Workers, Mechanical	\$24.18	\$23.91	(\$0.27)
20	47-2141	Painters, Construction and Maintenance	\$18.85	\$20.25	\$1.40
21	47-2151	Pipe Layers	\$19.11	\$20.27	\$1.16
22	47-2152	Plumbers, Pipefitters, and Steamfitters	\$24.86	\$25.92	\$1.06
23	47-2161	Plasterers and Stucco Masons	\$18.95	\$21.81	\$2.86
24	47-2171	Reinforcing Iron and Rebar Workers	\$20.64	\$23.82	\$3.18
25	47-2181	Roofers	\$20.40	\$20.40	\$0.00
26	47-2211	Sheet Metal Workers	\$24.22	\$25.44	\$1.22
27	47-2221	Structural Iron and Steel Workers	\$22.85	\$22.63	(\$0.22)
28	47-3011	Helpers - Brick & Block Masons, Stonemasons, and Tile/Marble Setters	\$18.72	\$18.38	(\$0.34)
29	47-3012	Helpers - Carpenters	\$17.70	\$17.67	(\$0.03)
30	47-3013	Helpers - Electricians	\$18.21	\$18.93	\$0.72
31	47-3014	Helpers - Painters, Paperhangers, Plasterers, and Stucco Masons	\$15.42	\$16.18	\$0.76
32	47-3015	Helpers - Pipe Layers, Plumbers, Pipefitters, and Steamfitters	\$16.87	\$17.18	\$0.31
33	47-3016	Helpers - Roofers	\$16.24	\$17.12	\$0.88
34	47-3019	Helpers - Construction Trades, All Others	\$16.75	\$17.95	\$1.20
35	47-4011	Construction and Building Inspectors	\$33.73	\$29.94	(\$3.79)
36	47-4021	Elevator Installers and Repairers	\$32.58	\$39.42	\$6.84
37	47-4099	Construction and Related Workers, All Others	\$21.34	\$21.64	\$0.30
38	47-5022	Excavating, Loading Machine, Dragline Operators, and Surface Mining	\$21.59	\$23.81	\$2.22
39	47-5023	Earth Drillers, Except Oil and Gas	\$24.33	\$24.58	\$0.25
40	47-5032	Explosives Workers, Ordinance Handling Experts, and Blasters	\$30.12	\$27.84	(\$2.28)
41	49-2022	Telecommunications Equipment Installers and Repairers (except Line Installers)	\$28.93	\$27.94	(\$0.99)
42	49-2098	Security and Fire Alarm Systems Installers	\$23.47	\$24.26	\$0.79
43	49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$25.35	\$25.11	(\$0.24)
44	49-9052	Telecommunications Line Installers and Repairers	\$27.47	\$27.94	\$0.47
45	51-2041	Structural Metal Fabricators and Fitters	\$20.86	\$22.30	\$1.44
46	51-4121	Welders, Cutters, Solderers, and Braziers	\$23.78	\$24.56	\$0.78
47	53-3032	Truck Drivers, Heavy and Tractor-Trailer	\$23.77	\$23.56	(\$0.21)
48	53-3033	Light Truck or Delivery Services Drivers	\$20.69	\$21.56	\$0.87
49	53-7021	Crane and Tower Operators	\$29.61	\$29.03	(\$0.58)
50	53-7051	Industrial Truck and Tractor Operators	\$19.02	\$19.64	\$0.62