

Agenda of Regular Meeting

The Board of Trustees Seguin ISD

A Regular Meeting of the Board of Trustees of Seguin ISD will be held November 28, 2023, beginning at 6:30 PM in the Board Room, 1221 E Kingsbury, Seguin, TX 78155.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. **Call to Order**
 - A. Announcement that this meeting of the Seguin Independent School District has been duly called and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.
 - B. Pledges to the United States Flag and Texas Flag. Moment of silence.
 - C. Superintendent Announcements
 - D. Board Member Reports
2. **Recognition/Campus Presentations**
 - A. Student/Staff/Board/Community Recognition 4
 - B. Campus Highlight 5
3. **Audience with the Board**

The Seguin ISD Board of Trustees designates a time for audience participation at the beginning of each meeting to hear persons who desire to make comments. In accordance with Board Policy BED(Local):

 - A. those wishing to speak shall sign up before the meeting begins stating the concern or noting the agenda item they wish to address; audience participation is limited to five minutes; the Board shall not deliberate any subject that is not on the posted agenda.
4. **Reports/Information Items:**
 - A. Introduction of Newly Appointed Administrators 6
 - B. Seguin ISD Bond Construction Update 7
 - C. Seguin ISD Strategic Plan 2025 – 2022-2023 Annual Report 42
 - D. Technology Device Cycle Plan 76
5. **Closed Session:** Board will adjourn into closed session pursuant to the following sections of the Texas Open Meetings Act
 - A. Pursuant to Texas Government Code Section §§§ 551.071, 551.074, 551.129 - Consultation with legal counsel including possible telephone consultation with legal counsel, as necessary, to address legal concerns, implications, and answer any legal questions regarding posted agenda items.

- B. Pursuant to Texas Government Code Section § 551.074 - Discuss personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a employee(s).
- C. Pursuant to Texas Government Code Section § 551.072 - Discuss the sale, purchase, exchange, lease, or value of real property.
- 6. **Reconvene to Open Meeting**, the Board will take appropriate action on items, if necessary, as discussed in Closed Session
 - A. Possible action on professional personnel, including appointment, employment, evaluation, assignment, duties, discipline or dismissal of a public employee(s).
- 7. **Consent Agenda Items - Consider and Possible Approval as Applicable**
 Policy BE (Local) states that the consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. All such items shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote as applicable.
 - A. Approval of Board Minutes of Regular Meeting - October 30, 2023 and Special Meeting - November 14, 2023. 104
 - B. Approval of Tax Collection Reports for October 2023 113
 - C. Approval of Investment Report for the First Quarter Ended September 30, 2023 114
 - D. Approval of Donations Received October 2023 119
 - E. Approval of Tax Roll Levy for 2023 Tax Year 121
 - F. Adoption of Resolution Stating Review of Investment Policy and Designation of Investment Officers 123
 - G. Approval of Resolution Approving Independent Sources of Instruction Relating to Investment Responsibilities 148
 - H. Approval of District-Wide Vehicle Maintenance, Parts, And Services (RFP #: 24-01) 150
 - I. Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, And Services (RFP #: 24-04) 152
 - J. Approval of District-Wide Educational Consulting Services (RFP #: 24-06) 154
 - K. Authorization of Agreement Between Seguin ISD and Tangram Rehabilitation Network for Residential Care Services at a Cost of \$315,000 156
 - L. Information Regarding Purchases Through the BuyBoard Purchasing Cooperative for a total cost of \$198,619 166
 - M. Information Regarding the Contract Between Seguin ISD and The Holdsworth Center in the Amount of \$300,000 167
 - N. Information Regarding the Contract Between Seguin ISD and Stars Private Investigations, LLC in the Amount of \$185,000 183
 - O. Submission of a Class Size Waiver to the Texas Education Agency 192

P.	Personnel Information - Professional Employees	196
Q.	Acknowledge Public Information Act Requests October-November 2023	197
8.	Action Items	
A.	Approval of Authorized Representatives for First Commercial Bank, N.A., Lone Star Investment Pool, TexPool, LOGIC, and Texas Class - MBIA	199
B.	Discussion and Approval of the Fund Balance Compliance Requirement	200
C.	Adopt a Resolution for the Assignment of Fund Balance	202
D.	Approval of the General Contractor for the Baseball & Softball Complex at Seguin High School (RFCSP #: 24-07)	205
E.	Official Ballot to Cast Votes for the Board of Directors for the Guadalupe Appraisal District for the 2024-2025 Term and a Resolution for the Submission	208
9.	Board Comments and Request	
10.	Adjourn	

RECOGNITION ITEM: Student/Staff/Board/Community Recognition

RECOMMENDATION: That the Board of Trustees recognizes positive student- and staff-based accomplishments, as well as those of community partners and trustees, during a board meeting setting in order to be apprised of the many successes that contribute to a nurturing, academic environment in Seguin ISD schools.

- **Superintendent’s Students of the Month from Vogel ES, Briesemeister MS and Mercer-Blumberg Learning Center**
- **Superintendent’s Apple Award**

RATIONALE: The purpose of this presentation is to recognize the performance and effort put forth daily by Seguin ISD students, trustees, staff, campus administrators and community partners.

REFERENCE and COMPLIANCE: BJA (LOCAL) 1. h. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

BJA (LOCAL) 2. m. Encourage, oversee, and participate in staff recognition and support activities.

PAPERWORK IMPACT: None

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: None

RESOURCE PERSONNEL: Dr. Veronica Vijil, Interim Superintendent
Sean Hoffmann, Chief Communications Officer

Submitted by: _____ Date Submitted: 11/28/23
(Signature) Veronica Vijil
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

RECOGNITION ITEM: **Campus Highlight**

RECOMMENDATION: That the Board of Trustees recognizes positive campus-based activities, initiatives and accomplishments during a board meeting setting in order to be apprised of the many activities that contribute to a nurturing, academic environment in Seguin ISD schools.

Tonight’s presentation is provided courtesy of Vogel Elementary School. Principal Rhonda Jubela will highlight her staff’s efforts toward Blended Learning with a focus on reflection and goal setting. Additional information will be shared on the Agrole' Outdoor Learning experience.

RATIONALE: The purpose of this presentation is to recognize the performance and effort put forth daily by Seguin ISD students, staff and campus administrators. Campuses will have the opportunity to share an example of an activity that fosters academic achievement and refines instructional focus during 2023-24 regular board meetings.

REFERENCE and COMPLIANCE: BJA (LOCAL) 1. h. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

PAPERWORK IMPACT: None

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: None

RESOURCE PERSONNEL: Sean Hoffmann, Chief Communications Officer

Submitted by: _____ Date Submitted: 11/28/23
(Signature) *Veronica Vijil*
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

INFORMATION ITEM: **Introduction of Newly Appointed Administrators**

RECOMMENDATION: The Board acknowledge the newly appointed 2023-2024 Administrative Hires.

RATIONALE: Strategic Priority #4: Create a Thriving Learning Community

REFERENCE & COMPLIANCE: DCB (LOCAL), Contracts

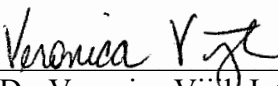
BUDGET IMPACT/ INFORMATION: None

PAPERWORK IMPACT: None

EXHIBITS: None

RESOURCE PERSONNEL: Joel S. Treviño, Chief Human Resources Officer

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)

 Date Submitted: 11/28/23
Dr. Veronica Viji, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

INFORMATION ITEM: **Seguin ISD Bond Construction Update**

RECOMMENDATION: That the Board of Trustees receives an update on current bond projects.

RATIONALE: To provide the Board of Trustees with regular updates and progress reports on all current bonds and related projects.

REFERENCE and COMPLIANCE: CV (LEGAL) Facilities Construction

BUDGET IMPACT / INFORMATION: None

EXHIBITS: Bond Update Presentation

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
James Pizana, Director of Maintenance and Operations

Submitted by:
 (Signature)
 (Name)
 (Address)
 (Telephone)



Date Submitted: 11/28/23

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614



Seguin

exceptional students to exceptional citizens

INDEPENDENT SCHOOL DISTRICT

pbGroup LLC

architecture · interior design · design build

pfluger

planning · architecture · interior design



2019

BOND



Exceptional Students to Exceptional Citizens

BOND 2022



SEGUIN INDEPENDENT SCHOOL DISTRICT

Update

Board of Trustees Meeting
November 28, 2023

**AJ
Briesemeister
Middle School
Renovation**

1

**NEW
McQueeney
Elementary
School**

2

**Jim Barnes MS
Additions and
Renovations**

3

**Ball Early
Childhood Center
- Classroom
Addition**

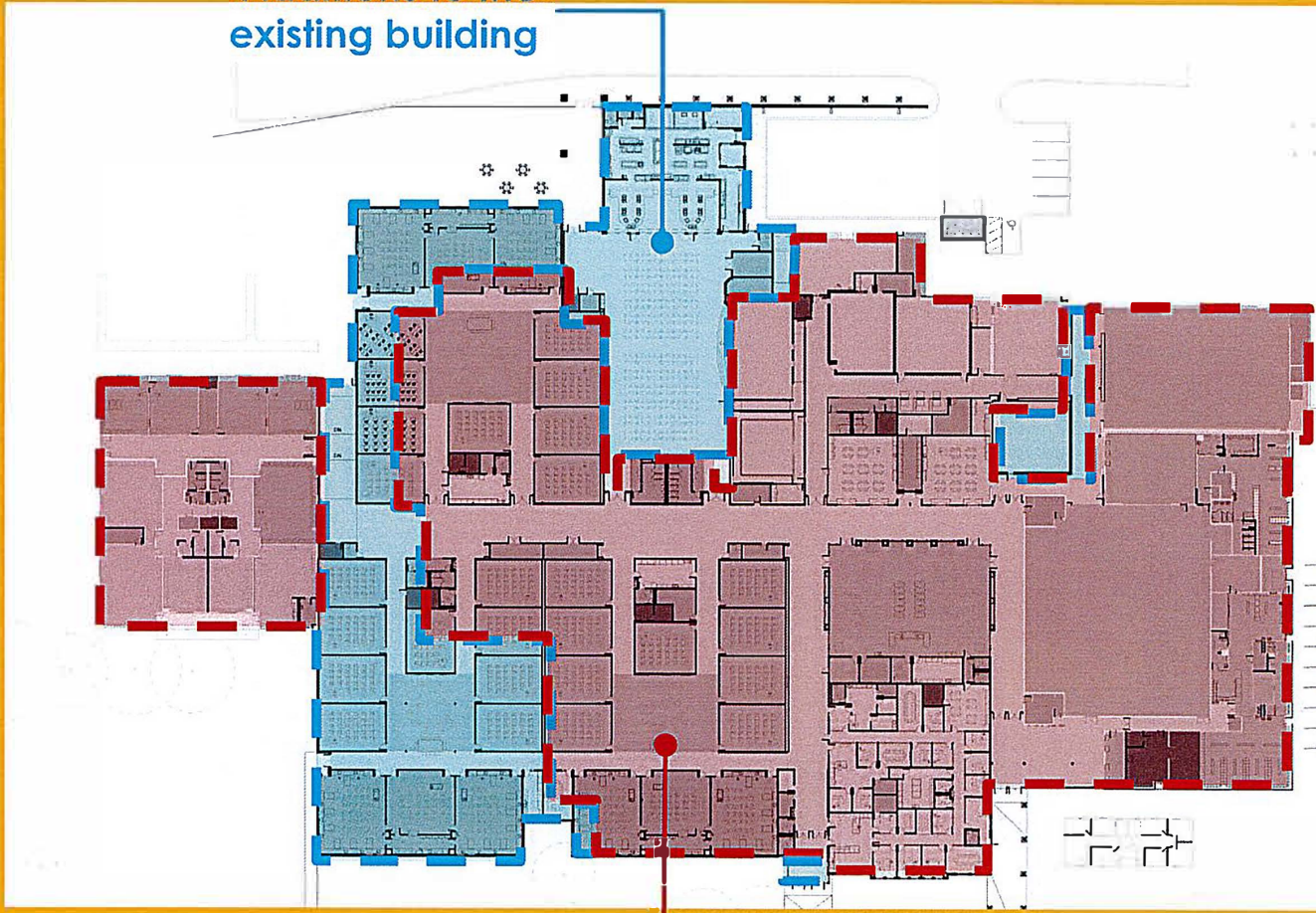
4

AJ

**Briesemeister
Middle School
Renovation**

1

**Additions to the
existing building**



**Existing building to
be renovated**

Note: Background shows entire completed project and is not representative of actual current conditions

**Anticipated Completion:
Summer/Fall
2023**

**Updated Completion:
Summer
2024**



**Anticipated Completion:
Summer 2023**

**Update:
Library, C wing
November 28.**

Office December 31



Roadside Sign

Front drop-off area prepped for concrete pour





Main entrance hallway



Front office reception



Main entrance looking toward front of school

C Wing classroom

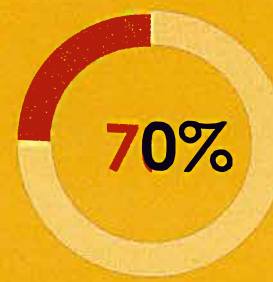
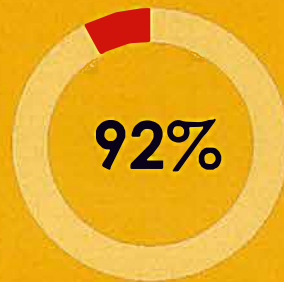




Schedule

Contingency

Target
Completion
Summer/2024



\$950,000
 - \$658,554
 \$291,446

General Contractor:



**SATTERFIELD & PONTIKES
CONSTRUCTION, INC.**

**New
McQueeney
Elementary**

2

FIRST FLOOR



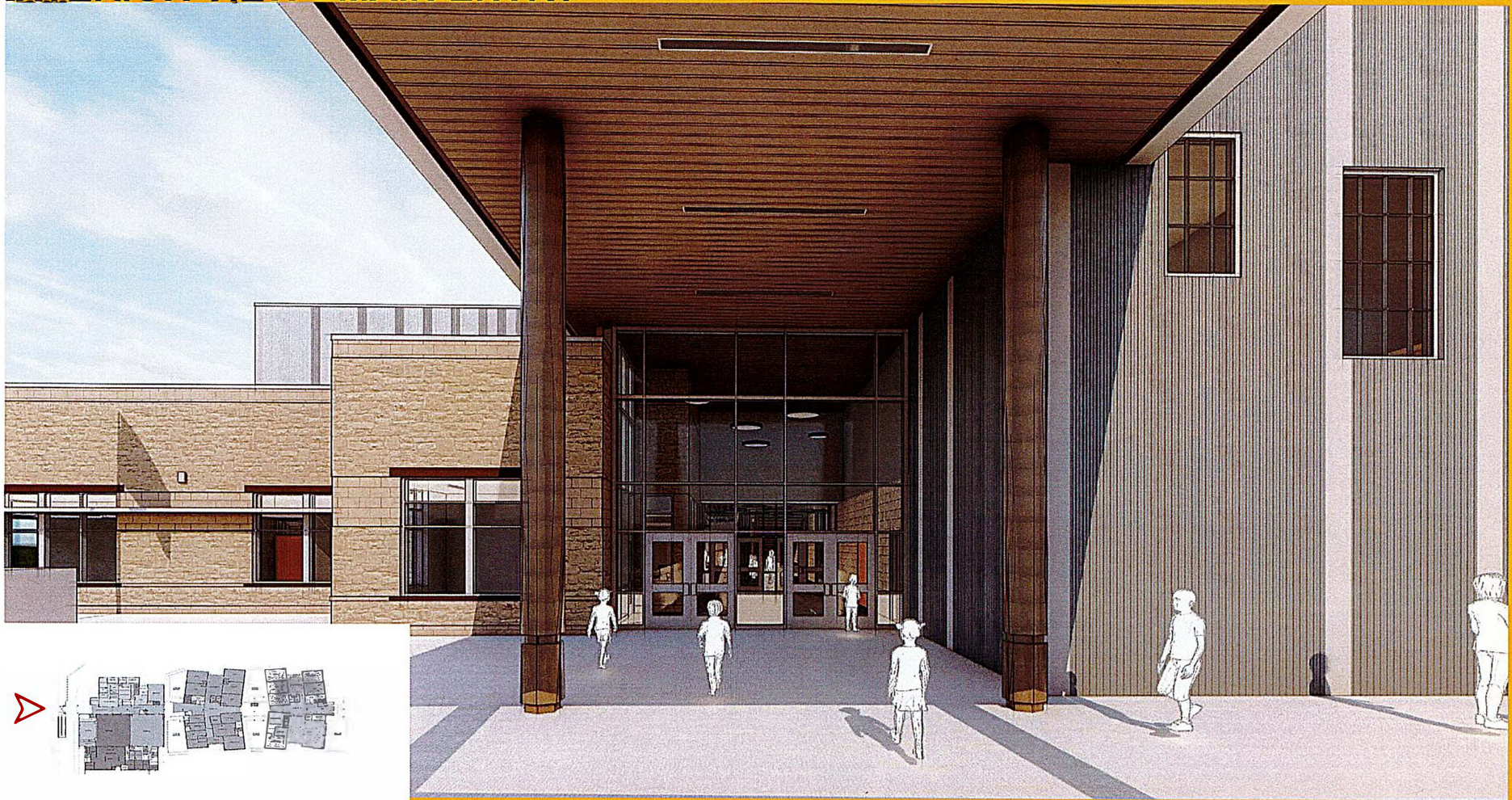
DEPARTMENT NAME LEGEND

- ACADEMIC
- ADMINISTRATION
- CIRCULATION
- CUSTODIAL
- FINE ARTS
- FOOD SERVICES
- MEDIA CENTER
- PHYSICAL EDUCATION
- PLANT SERVICES
- RESTROOMS
- SUPPORT

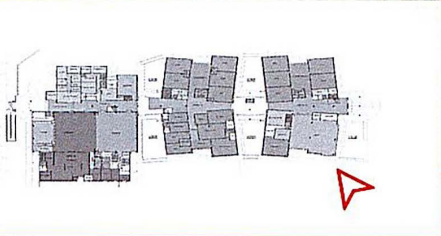
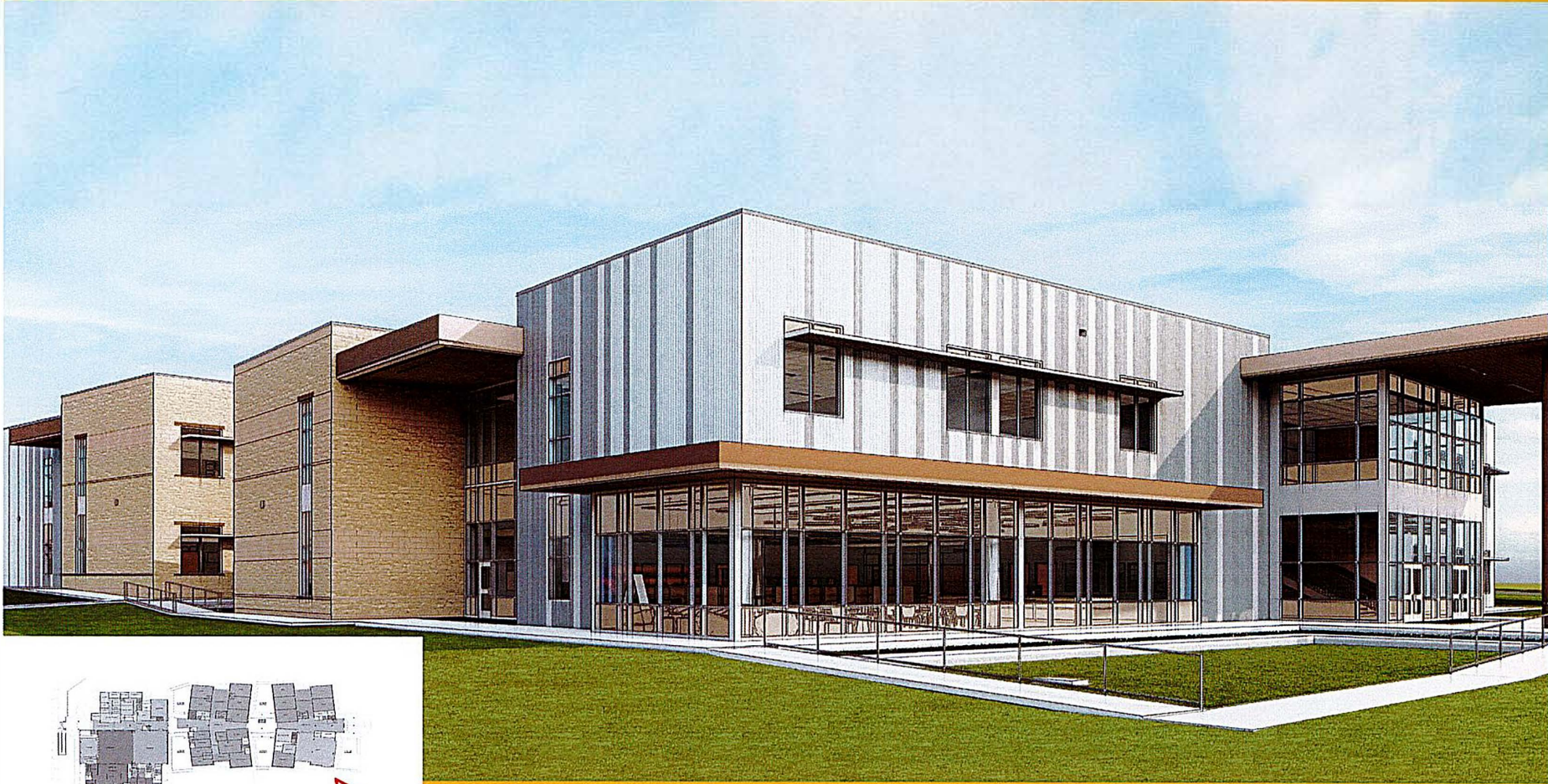
Exterior and Interior Design Progress



EXTERIOR VIEW - MAIN ENTRY



EXTERIOR VIEW - SOUTHEAST CORNER



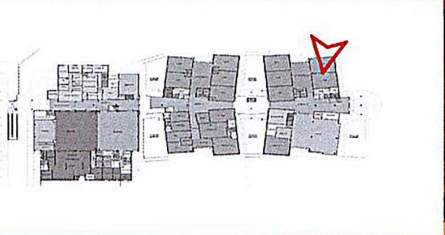
CORRIDOR



LIBRARY



COLLABORATIVE SPACE – 1ST GRADE



Timeline

November/December 2023:

Complete Construction Documents

February/March 2024:

Bid project

April 2024:

Award Project and start in May 2024

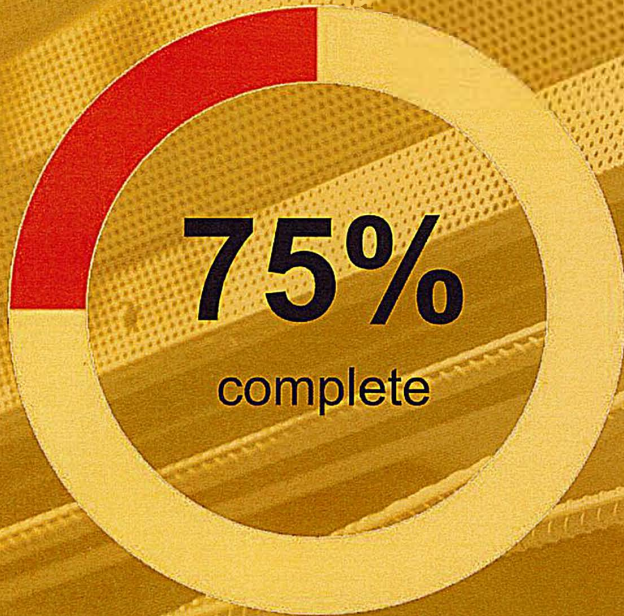
Open August 2026

NEW McQUEENEY ELEMENTARY SCHOOL

DESIGN

**BID &
PRECONSTRUCTION**

CONSTRUCTION



JAN 2023 – JAN 2024
(13 MONTHS)



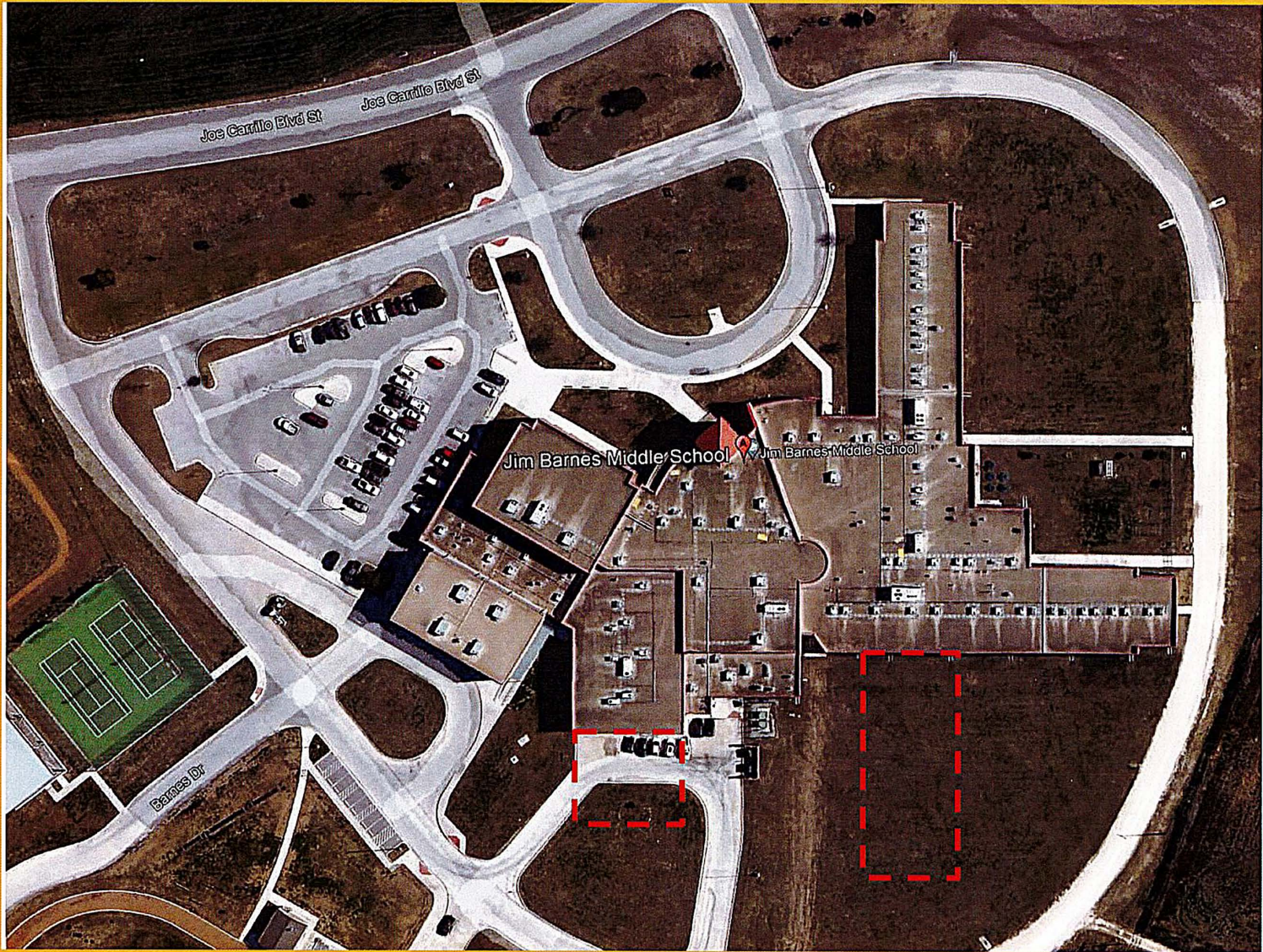
FEB 2024 – APR 2024
(3 MONTHS)

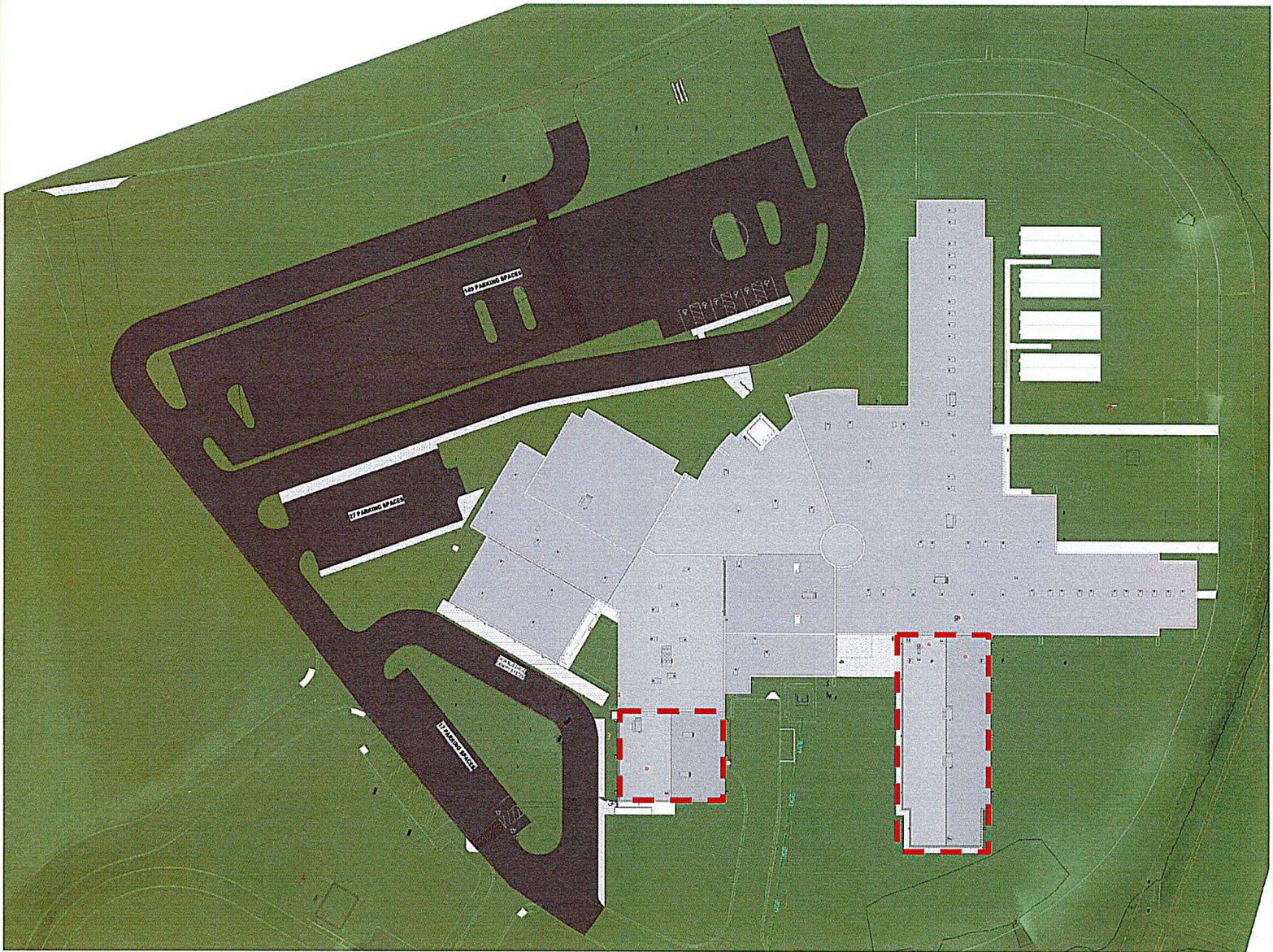


APR 2024 – JUNE 2026
(24 – 27 MONTHS)

Barnes MS Additions and Renovations

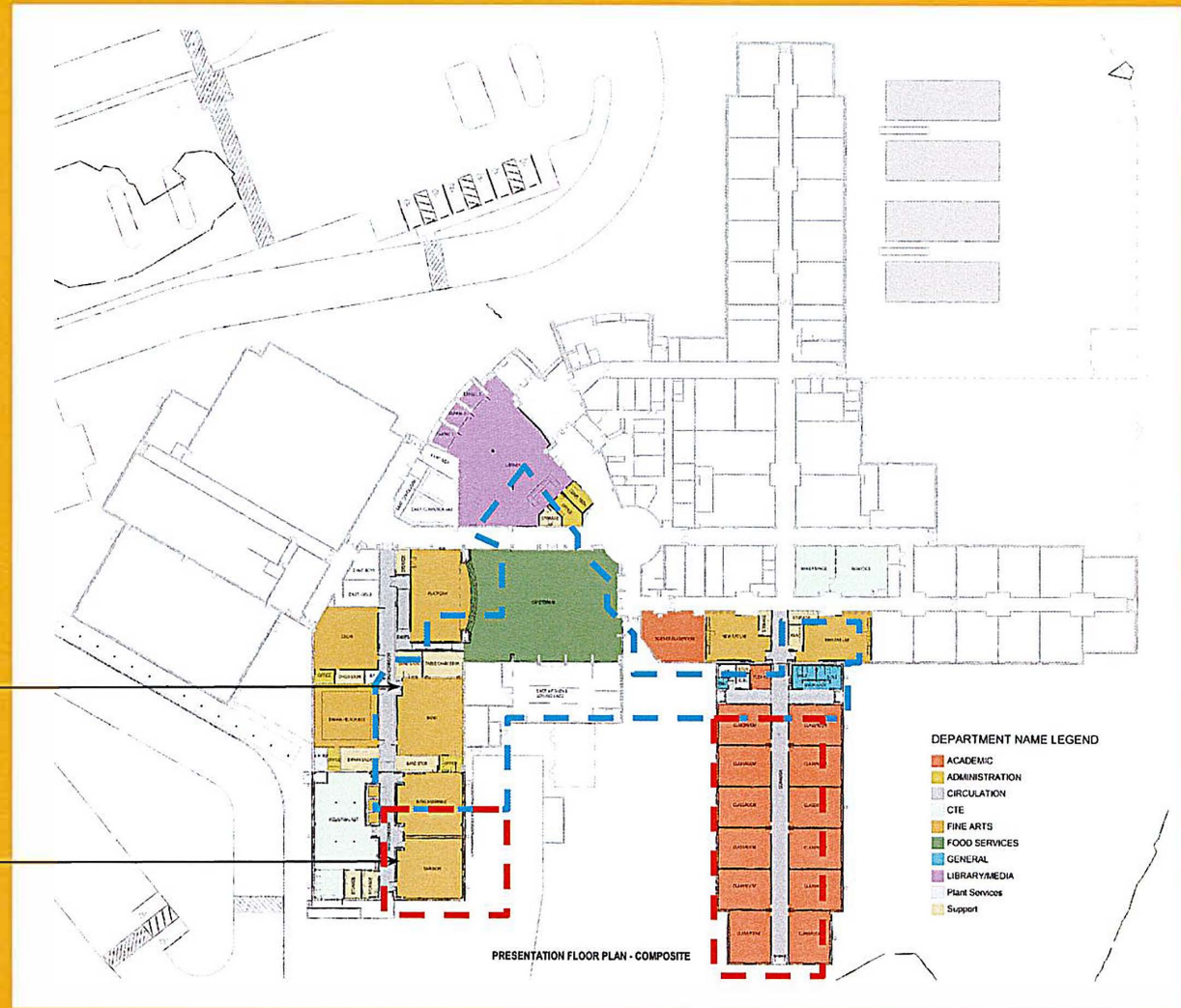
3





Renovations
(27,383 SF)

New Additions
(20,559 SF)



Timeline

November/December 2023:

Complete Construction Documents

February/March 2024:

Bid project

April 2024:

Award Project and start in May 2024

Complete in Stages. Done January 2025

BARNES MIDDLE SCHOOL – ADDITIONS & RENOVATIONS

DESIGN

**BID &
PRECONSTRUCTION**

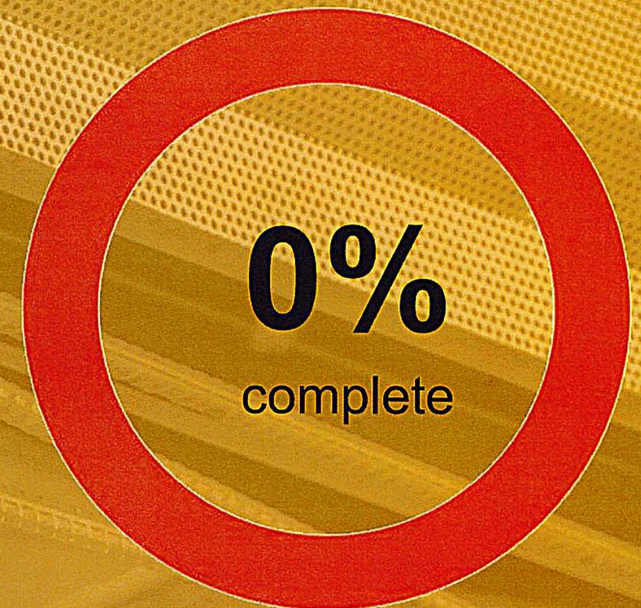
CONSTRUCTION



JAN 2023 – JAN 2024
(13 MONTHS)



FEB 2024 – APR 2024
(3 MONTHS)



APR 2024 – SEPT 2025
(18 MONTHS / 2 FULL SUMMERS)

**Ball Early
Childhood
Center -
Classroom
Additions**

4

Progress - November 8



Progress - November 15



29

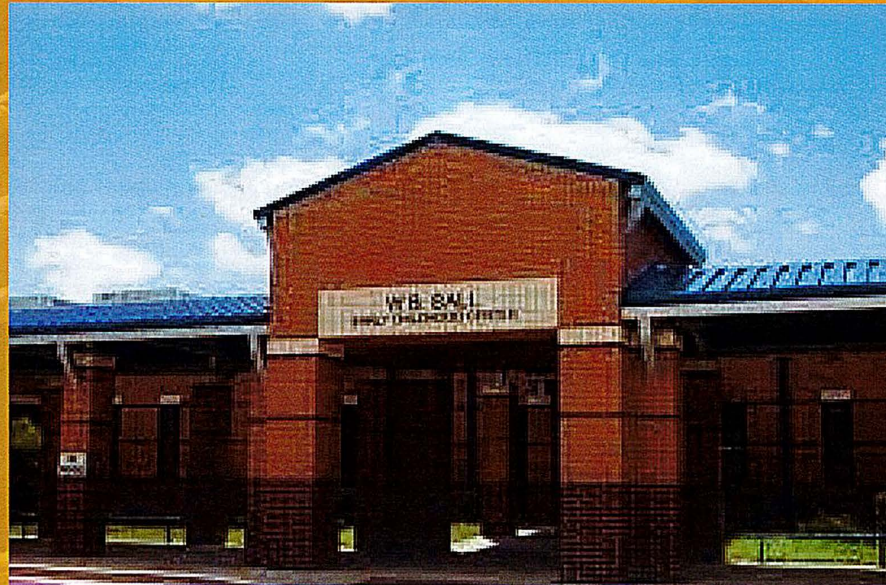
Progress - November 28

Steel installation

Timeline

July 2024:

Completion of project



Ball Early Childhood Center- Classroom Additions

DESIGN

**BID &
PRECONSTRUCTION**

CONSTRUCTION

100%

complete

100%

complete

25%

complete

JAN 2023 – JAN 2024
(13 MONTHS)

FEB 2024 – APR 2024
(3 MONTHS)

APR 2024 – SEPT 2025
(18 MONTHS / 2 FULL SUMMERS)

Ongoing and Upcoming Projects

Ag Science Center

Design process to begin Early 2024

Softball/Baseball Complex

Contractor Selection November Board Meeting

Transportation Upgrades

Design in progress,

Safety and Security

Bid documents to be released March 2024

Furniture

In Progress - Barnes 1st campus

Questions?

pbGroup LLC

pfluger

architecture · interior design · design build

planning · architecture · interior design

INFORMATION ITEM: **Seguin ISD Strategic Plan 2025 – 2022-2023 Annual Report**

RECOMMENDATION: That the Board of Trustees receives information on the progress of the Strategic Plan 2025 from the 2022-23 school year.

RATIONALE: In June 2022, the Seguin ISD School Board of Trustees adopted a new long-term district Strategic Plan. The plan spans a three-year period, from the 2022-23 school year through the 2024-25 school year. This report will update the Board with the progress towards the Strategic Goals and Performance Objectives achieved during the 2022-2023 school year.

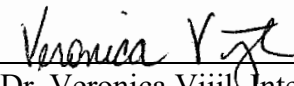
REFERENCE and COMPLIANCE: AE (LOCAL): Educational Philosophy and TEC §4.001, 4.002

PAPERWORK IMPACT: Updating of the 2022-2025 Seguin ISD Goals and Strategic Plan

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: Presentation: Seguin ISD Strategic Plan 2022-2023 Annual Report

RESOURCE PERSONNEL: Cynthia Borden, Director of Federal and State Accountability
Dr. Samuel Hogue, Interim Deputy Superintendent

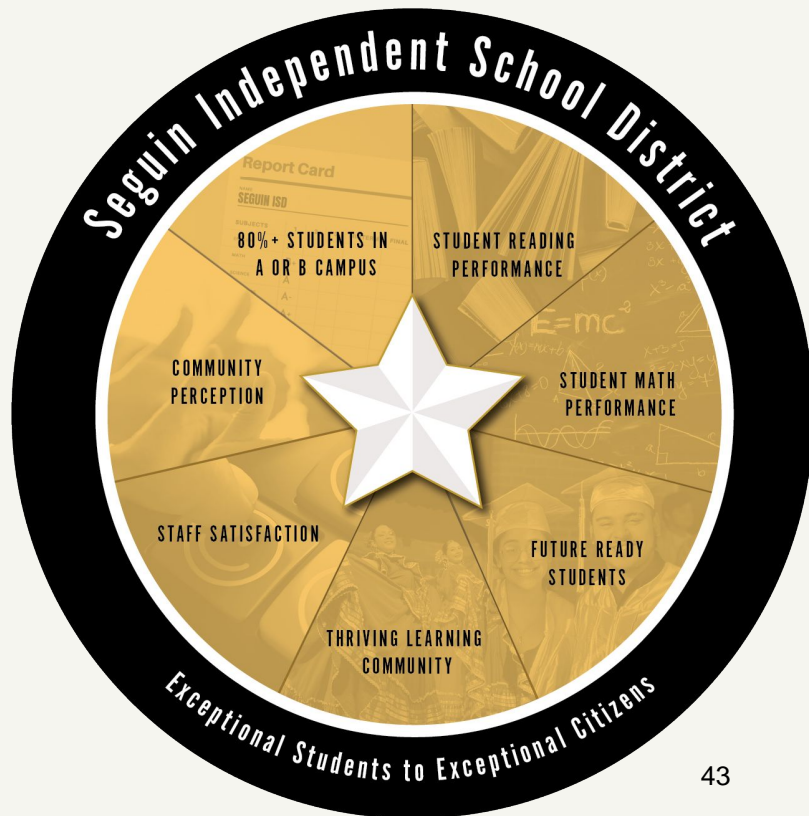
Submitted by: _____ Date Submitted: 11/28/23
(Signature) 
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614



Seguin ISD Strategic Plan 2025 2022-2023 Annual Report

November 28, 2023

Seguin ISD Board of Trustees





Mission: To cultivate, inspire, and empower students to grow and learn.

Vision: Exceptional students to exceptional citizens.



Strategic Priorities



1. Creating + Supporting Future Ready Students



2. Supporting + Valuing Staff



3. Developing Relationships with Family + the Community



4. Creating a Thriving Learning Community

Seguin Independent School District

STRATEGIC GOALS



- 

Student Reading Performance
Increase the percentage of third grade students who score meets grade level or above on STAAR (State of Texas Assessment of Academic Readiness) Reading from 40% to 54% by August 2025.
- 

Student Math Performance
Increase the percentage of third grade students who score meets grade level or above on STAAR Mathematics from 35% to 49% by August 2025.
- 

Future Ready (College, Career, Military)
Increase the percentage of graduates who meet the College, Career, or Military Readiness (CCMR) requirements from 39% to 73% by August 2024.
- 

Thriving Learning Community
Seguin ISD will build a thriving learning community as indicated on a numerical score of 80 or higher on the balanced scorecard.
- 

Staff Satisfaction
Seguin ISD will improve staff satisfaction as determined by the Organizational Health Inventory (OHI).
- 

Community Perception
Seguin ISD will improve student, staff, parent, and community perception as determined by the Net Promoter score.
- 

80% Students in A or B campuses
80% or more of SISD students will be enrolled in a campus that is rated A or B by August 2025.

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Strategic Priorities

1. Creating Future Ready Students

2. Supporting + Valuing Staff

3. Developing Relationships with Family + Community

4. Building a Thriving Learning Community

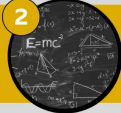
Seguin Independent School District

STRATEGIC GOALS



1 Student Reading Performance

Increase the percentage of third grade students who score meets grade level or above on STAAR (State of Texas Assessment of Academic Readiness) Reading from 40% to 54% by August 2025.



2 Student Math Performance

Increase the percentage of third grade students who score meets grade level or above on STAAR Mathematics from 35% to 49% by August 2025.



3 Future Ready (College, Career, Military)

Increase the percentage of graduates who meet the College, Career, or Military Readiness (CCMR) requirements from 39% to 73% by August 2024.



4 Thriving Learning Community

Seguin ISD will build a thriving learning community as indicated on a numerical score of 80 or higher on the balanced scorecard.



5 Staff Satisfaction

Seguin ISD will improve staff satisfaction as determined by the Organizational Health Inventory (OHI).



6 Community Perception

Seguin ISD will improve student, staff, parent, and community perception as determined by the Net Promoter score.



7 80% Students in A or B campuses

80% or more of SISK students will be enrolled in a campus that is rated A or B by August 2025.

Performance Objectives

30 total

Short-Term Measures

(12-18 months)

Strategic Actions

80 total

Align to performance objectives ⁴⁵



Seguin ISD Strategic Goal 1

Goal #1 (HB3):

Increase the percentage of third grade students who score meets grade level or above on

STAAR Reading from 40% to 54% by August 2025.



Performance Objective 1.1:

By the end of the 2023-2024 school year, Reading performance on STAAR Meets in grades 3-10 will improve from 33% to 48%.

Performance Objective 1.2:

By the end of the 2023-2024 school year, the percentage of students who perform on grade level in ISIP Reading K-2 will improve from 37% to 60%.

Goal 1 Status

Metric	Baseline	Target	Actual
Grade 3 STAAR Reading Meets Grade Level or Above <i>Data Source: Seguin ISD 2023 STAAR Preliminary Results</i>	40%	54%	40%

Performance Objective 1.1 and 1.2 Status

Metric	Baseline	Target	Actual
1.1: Grade 3-10 STAAR Reading Meets Grade Level or Above <i>Data Source: Seguin ISD 2023 Preliminary STAAR Results</i>	33%	48%	40%
1.2: K-2 students performing on grade level in Istation <i>Data Source: Istation ISIP EOY</i>	37%	60%	45%



Seguin ISD Strategic Goal 2

Goal #2 (HB3):

Increase the percentage of third grade students who score meets grade level or above on **STAAR Mathematics** from 35% to 49% by August 2025.



Performance Objective 2.1:

By the end of the 2023-2024 school year, Math performance on STAAR Meets in grades 3-9 will improve from 26% to 36%.

Performance Objective 2.2:

By the end of the 2023- 2024 school year, the percentage of students who perform on grade level in Imagine Math K-2 will increase from 20% to 50%.

Goal 2 Status

Metric	Baseline	Target	Actual
Grade 3 STAAR Math Meets Grade Level or Above <i>Data Source:</i> <i>Seguin ISD 2023 Preliminary STAAR Results</i>	35%	49%	36%

Performance Objective 2.1 and 2.2 Status

Metric	Baseline	Target	Actual
2.1: Grade 3-10 STAAR Math Meets Grade Level or Above <i>Data Source: Seguin ISD 2023 Preliminary STAAR Results</i>	26%	36%	29%
2.2: K-2 students performing on grade level in Imagine Math <i>Data Source: Imagine Math EOY</i>	20%	50%	71%



Seguin ISD Strategic Goal 3

Goal #3 (HB3):

Increase the percentage of graduates who meet the **College, Career, or Military Readiness (CCMR)** requirements from 39% to 73% by August 2025.



Performance Objective 3.1:

By August 2025, the percentage of students who meet TSI/SAT/ACT criteria in ELAR and MATH will improve from 28% to 43%.

Performance Objective 3.1a:

By August 2025, the percentage of students who are taking the SAT or ACT will improve from 45% to 76%

Performance Objective 3.2:

By August 2025, the percentage of students who earn at least 3 hrs of dual credit in ELAR or MATH OR earn at least 9 dual credit course credits in any other subject will improve from 27% to 47%.

Performance Objective 3.3:

By August 2025, the percentage of students who earn an industry based certification will improve from 1.5% to 20%.

Goal 3 Status

Metric	Baseline	Target	Actual
<p>Percentage of graduates who met College, Career, Military Readiness (CCMR) Requirements</p> <p><i>Data Sources: OnDataSuite - Early Warning System, TEA - CCMR Verifier Preliminary</i></p>	<p>39%</p>	<p>73%</p>	<p>50%</p>

New CCMR Cut Scores

State
CCMR

Campus Student Achievement Domain:
CCMR Component Score Cut Points

	A	B	C	D	F
2023 Rules (Non-AEA)	88 and above	87 - 78	77 - 64	63 - 51	50 and below
<i>2022 Rules (Non-AEA)</i>	<i>60 and above</i>	<i>59 - 48</i>	<i>47 - 39</i>	<i>38 - 26</i>	<i>25 and below</i>

Performance Objective 3.1 - 3.3 Status

Metric	Baseline	Target	Actual
3.1: Students who meet TSI/SAT/ACT criteria in ELAR and MATH* <small>Data Source: OnData Suite CCMR Early Warning System</small>	28%	43%	31%
3.1a: Students who are taking the SAT or ACT <small>Data Source: OnData Suite CCMR Early Warning System</small>	45%	76%	29%
3.2: students who earn at least 3 hrs of dual credit in ELAR or MATH OR earn at least 9 dual credit course credits in any other subject <small>Data Source: OnData Suite CCMR Early Warning System</small>	27%	47%	21%
3.1: Students who earn an industry based certification <small>Data Source: OnData Suite CCMR Early Warning System</small>	1.5%	20%	21%

55

*College Prep Courses included in Data.



Seguin ISD Strategic Goal 4

Goal #4:

Seguin ISD will build a thriving learning community as indicated on a numerical score of 80 or higher on the **balanced scorecard.**



Performance Objective 4.1:

By the end of the 2023-2024 school year, the percentage of grade 6-12 students participating in at least one co-curricular and/or extracurricular activity will improve from 25% to 50%.

Performance Objective 4.2:

By the end of the 2023- 2024 school year, the percentage of grade 6-12 students who self-report having an overall positive student experience will be over 50%.

Performance Objective 4.3:

By the end of the 2023-2024 school year, 100% of students and families will engage in annual “pathways to an exceptional future” planning.



Seguin ISD Strategic Goal 4 (Con't)

Goal #4:

Seguin ISD will build a thriving learning community as indicated on a numerical score of 80 or higher on the **balanced scorecard**.



Performance Objective 4.4:

By May 2025, the Panorama Student Survey SEL Score (Emotion Regulation, Grit, Social Awareness) in grades 3-12 will improve to 85% at or above the national norm.

Performance Objective 4.4a:

By May 2025, SELweb district level overall assessment score in grades K-5 will improve to 85% at or above national average.

Performance Objective 4.5:

By June 2023, SISD will offer a minimum of five non-academic community engagement opportunities for all district stakeholders.

Performance Objective 4.6:

By the 2023-2024 school year, all SISD campuses will implement student experiences that honor Whole Child learning.

Performance Objective 4.7:

By June 2023, SISD will increase training opportunities related to supporting whole child learning through purposeful diversity, equity and inclusion professional learning for district staff and community members.



Seguin ISD Strategic Goal 4 (Con't)

Goal #4:

Seguin ISD will build a thriving learning community as indicated on a numerical score of 80 or higher on the **balanced scorecard**.



Performance Objective 4.8:

By the end of the 2022-2023 school year, Seguin ISD will increase attendance from 92.65% to 93.0%.

Performance Objective 4.9:

By the end of the 2022-2023 school year, Seguin ISD will decrease out of class placements (Suspension/DAEP) by 10%.

Performance Objective 4.10:

Create flexible and adaptable learning spaces that ensure safety and security in an innovative environment that supports teaching and learning.

Performance Objective 4.11:

By 2024, create new facilities evaluations to better track safety, appearance, and cleanliness.

Performance Objective 4.12:

Provide equitable access to learning spaces that support fine arts, academics, college/career readiness and personal wellness for all students

Goal 4 Status

Metric	Baseline	Target	Actual
Numerical score on the balanced scorecard <i>Data Source: Seguin ISD Balanced Scorecard</i>	40	80	70

SISD Balanced Scorecard (Goal 4 = 80+ points)

Strategic Priorities	Scorecard Indicator	Indicator Performance Levels	22-23 Actual	22-23 Points Per Indicator
<p>1. Creating and Supporting Future Ready Students</p> <p>50 points</p>	Participation in Extracurricular and Co-curricular Performance Objective 4.1	15 points: 100% - 50% participation in at least one activity 10 points: 49% - 30% participation 5 points: 29% - 25% participation 0 points: 24% - 0% participation	90% 6-12 grade students report at least one activity	15
	Number of Community Engagement Opportunities (Community = outside of Seguin ISD) Performance Objective 4.5	5 points: 5 or more opportunities 0 points: 4 or fewer opportunities	13 events	5
	Family/Parent Events	10 points: At least one event per month 5 points: At least three events each semester 0 points: At least one event each semester	At least 1 event per month (21 total)	10
	Annual engagement in "Pathways to Exceptional Future" planning Performance Objective 4.3	20 points: 100%-95% 15 points: 94%-90% 10 points: 89% - 80% 5 points: 79% - 70% 0 points: 69% - 0%	42% Annual Engagement Opportunities 5th/8th grade	n/a Baseline data collection year

SISD Balanced Scorecard (Goal 4 = 80+ points)

Strategic Priorities	Scorecard Indicator	Indicator Performance Levels	22-23 Actual	22-23 Points Per Indicator
<p>4. Creating a Thriving Learning Community</p> <p>50 points</p>	<p>Percent growth EOY Attendance from previous year EOY</p> <p>Performance Objective 4.8</p>	<p>20 points: 5%+ increase OR 95% or higher rate 15 points: 3.0% - 4.9% increase OR 93% - 94.9% 10 points: 2.9% - 1.0% increase 5 points: 0.9% - 0% increase 0 points: any decrease</p>	<p>21-22 - 90.0%</p> <p>22-23 - 91.7%</p> <p>1.7% increase</p>	<p>10</p>
	<p>Decrease out of class placements (Out of School Suspension/DAEP)</p> <p>Performance Objective 4.9</p>	<p>20 points: 10%+ decrease OR zero out of class placements 15 points: 9.9% - 5% decrease 10 points: 4.9% - 0.1% decrease 5 points: no change - maintain number of out of class placements 0 points: any increase</p>	<p>21-22 931 total</p> <p>22-23 697 total</p> <p>25.1% decrease</p>	<p>20</p>
	<p>Fiscal Responsibility</p>	<p>10 points: FIRST Rating: A-Superior 90-100 5 points: FIRST Rating: B-Above Standard 80-89 0 points: FIRST Rating: C or lower</p>	<p>A (94) - Superior Rating 08/04/22</p>	<p>10</p>

Performance Objective 4.2 Status

Metric	Baseline	Target	Actual
<p>4.2: Grade 6-12 students who self-report having an overall positive student experience</p> <p><i>Data Source: 2022 Vision Week Findings</i></p>	NA	Over 50%	65%

Performance Objective 4.4 Status

Metric	Baseline	Target	Actual
<p>4.4: Grades 3-12 Panorama Student Survey SEL Score (Emotion Regulation, Grit, Social Awareness)</p> <p><i>Data Source: Panorama Student Survey - May 2023 Results</i></p>	<p>40% 54% 60%</p>	<p>85% at or above national norm</p>	<p>36% 49% 51%</p>
<p>4.4a: Grades K-5 SELweb district level overall assessment score</p> <p><i>Data Source: SELweb Student Survey - May Results</i></p>	<p>62%</p>	<p>85% at or above national norm</p>	<p>65%</p>

Performance Objective 4.6 - 4.7 Status

Metric	Baseline	Target	Actual
<p>4.6: Implement student experiences that honor Whole Child learning</p>	<p>NA</p>	<p>13 campuses</p>	<p>13 campuses</p>
<p>4.7: Training opportunities related to supporting whole child learning through purposeful diversity, equity and inclusion professional learning for district staff and community members.</p>	<p>NA</p>	<p>Increase opportunities</p>	<p>Yes*</p>

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*Some opportunities in 22-23 included: TBRI, LiiNK, Trauma Institute, Various Compliance Training

Performance Objective 4.10 - 4.12 Status

Metric	Baseline	Target	Actual
<p>4.10: Create flexible and adaptable learning spaces that ensure safety and security in an innovative environment that supports teaching and learning.</p>	<p>NA</p>	<p>Spaces</p>	<p>Ongoing in Bond Projects</p>
<p>4.11: Create new facilities evaluations to better track safety, appearance, and cleanliness</p>	<p>NA</p>	<p>Create evaluation</p>	<p>Completed</p>
<p>4.12: Provide equitable access to learning spaces that support fine arts, academics, college/career readiness and personal wellness for all students</p>	<p>NA</p>	<p>Equitable access</p>	<p>Ongoing in Bond Projects</p>



Seguin ISD Goal 5

Goal #5

Seguin ISD will improve **staff satisfaction** as determined by the Organizational Health Inventory.



Performance Objective 5.1:

By Spring of 2023, Campus staff surveys will show an above average organizational health index score for all Seguin ISD campuses.

Performance Objective 5.2:

By Spring of 2023, each campus' Academic Emphasis index will show that their teachers very frequently believe that their students have the ability to achieve academically.

Performance Objective 5.3:

By Spring of 2023, teacher turnover will decrease by 10% across the district.

Goal 5 Status

Metric	Baseline	Target	Actual
<p>Staff Satisfaction as determined by the Organizational Health Inventory (OHI)</p> <p><i>Data Source: Seguin ISD OHI Results, February 2023</i></p>	<p>NA</p>	<p>Improve</p>	<p>31% of campuses scored Above Average or higher Baseline data capture year</p>

Performance Objective 5.1 - 5.3 Status

Metric	Baseline	Target	Actual
<p>5.1: Organizational health index score for all Seguin ISD campuses</p> <p><i>Data Source: Seguin ISD OHI Results, February 2023</i></p>	NA	Above average at all campuses	31%
<p>5.2: Each campus' Academic Emphasis index will show that their teachers very frequently believe that their students have the ability to achieve academically.</p> <p><i>Data Source: Seguin ISD OHI Results, February 2023</i></p>	NA	All 13 campuses	TBD*
<p>5.3: Decrease teacher turnover</p> <p><i>Data Source: OnDataSuite Staff Retention Report</i></p>	NA	10%	39% 68

*This question only appears on the OHI-Secondary School and OHI-Middle School Survey. The team will need to identify a corresponding question on the OHI-Elementary School Survey.



Seguin ISD Goal 6

Goal #6

Seguin ISD will improve student, staff, parent, and **community perception** as determined by the Net Promoter score.



Performance Objective 6.1:

By Spring 2023, SISD will increase the number of parents who are involved in parent groups on campuses from 11% to 25% as measured by the Panorama survey.

Performance Objective 6.2:

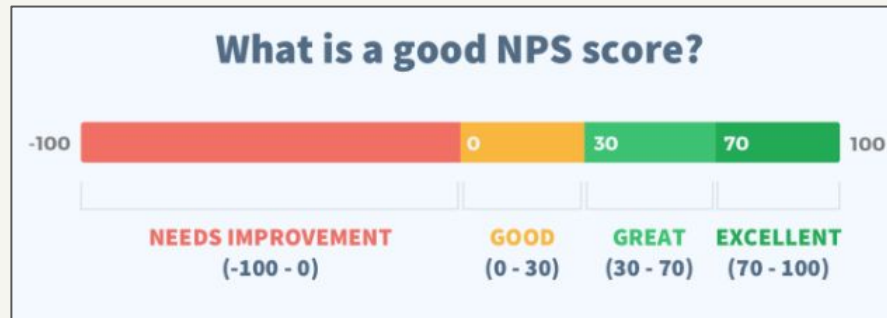
By Fall 2023, SISD will improve the district's image as measured by Net Promoter score in Vision Week survey data.

Performance Objective 6.3:

By Spring 2023, SISD will increase the percentage of parents by 10% who indicate that school communication for involvement opportunities is favorable as measured by the Panorama survey.

Goal 6 Status

Metric	Baseline	Target	Actual
Net Promoter Score <i>Data Source: 2022 Vision Week Results</i>	-3	Improve	-3



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Performance Objective 6.1 – 6.3 Status

Metric	Baseline	Target	Actual
<p>6.1: Parents who are involved in parent groups on campuses</p> <p><i>Data Source: Panorama Parent Survey Results, Spring 2023</i></p>	<p>13%</p>	<p>25%</p>	<p>16%</p>
<p>6.2: Improve the district's image as measured by Net Promoter score in Vision Week survey data</p> <p><i>Data Source: 2022 Vision Week Results</i></p>	<p>-3</p>	<p>Improve from -3</p>	<p>-3</p>
<p>6.3: Parents who indicate that school communication for involvement opportunities is favorable</p> <p><i>Data Source: Panorama Parent Survey Results, Spring 2023</i></p>	<p>55%</p>	<p>10% increase</p>	<p>50%</p>



Seguin ISD Goal 7

Goal #7

(SGS Goal):

80% or more of SISD students will be enrolled in a campus that is **rated A or B** by August 2025.



Performance Objective 7.1:

By August 2023, SISD will not have any “D or F” rated schools.


Performance Objective 7.2:

By August 2023, SISD will increase the number of schools rated “A or B” from three to five.

Performance Objective 7.3:


By August 2023, all SISD campuses will score a C or better in Domain 2 (School Progress Domain).

Goal 7 Status

Metric	Baseline	Target	Actual
<p>SISD students enrolled in a campus that is A or B</p> <p><i>Data Source: Seguin ISD 2023 STAAR Accountability Summary</i></p>	<p>36%</p>	<p>80%</p>	

*Baseline: 2022 Accountability

Performance Objective 7.1 – 7.3 Status

Metric	*2022 Accountability	Target	Actual
<p>7.1: Seguin ISD Campus Ratings - D or F campuses</p> <p><i>Data Source: Seguin ISD 2023 STAAR Accountability Summary</i></p>	2 campuses	0 campuses	
<p>7.2: Seguin ISD Campus Ratings - A or B campuses</p> <p><i>Data Source: Seguin ISD 2023 STAAR Accountability Summary</i></p>	7 campuses	5 campuses	
<p>7.3: Seguin ISD Campus Ratings - C or better in Domain 2 (School Progress Domain)</p> <p><i>Data Source: Seguin ISD 2023 STAAR Accountability Summary</i></p>	7 campuses	13 campuses	

Thank you for your support!

Dr. Samuel Hogue
Interim Deputy Superintendent

Cindy Borden
Director of State and Federal Accountability



Initiative	Task Force Chair
Equitable Student Experiences	Jason Mummert
CCMR	Anna Lisa Vargas, Rick Bough
Curriculum & Blended Learning	Andrea Jaramillo, Stephen Gonzalez
HR/Staff Culture	Joel Trevino, Danica Murillo
Community Engagement	Sean Hoffmann
Facilities	Perla Romero
Whole Child	Bethany Polk, Pete Silvius
School Safety/Discipline	Nikki Bittings

INFORMATION ITEM:

Technology Device Cycle Plan

RECOMMENDATION:

That the Board of Trustees receive an update to the District's Technology Device Cycle Plan.

RATIONALE:

The primary goal is for Seguin ISD to continue to implement the goals and objectives stated within this plan thus improving academic achievement. This plan is contingent upon funding and is revised as needed on a yearly basis.

REFERENCE and COMPLIANCE:

None

PAPERWORK IMPACT:

None

BUDGET IMPACT/ INFORMATION:

None

EXHIBITS:

Presentation: Device Cycle Planning: State of the District

RESOURCE PERSONNEL:

Steve Gonzalez, Chief Technology Officer

Submitted by:

(Signature)

Date Submitted: 11/28/23

(Name)

Dr. Veronica Vijil, Interim Superintendent

(Address)

1221 E. Kingsbury St., Seguin, TX 78155

(Telephone)

(830) 401-8614



Device Cycle Planning State of the District

Steve Gonzalez
Chief Technology Officer



Device Cycle Plan

What is a Device Cycle Plan?

A Device Cycle Plan refers to a systematic approach to managing the life cycle of technology devices in school districts.



Device Cycle Plan

Purpose

Ensure that technology devices are efficiently and effectively utilized throughout their life cycle, maximizing their value and impact on student learning.



Device Cycle Plan

Benefits

A well-executed Device Cycle Plan can result in cost savings, improved student experience, enhanced learning environment, and increased teacher effectiveness.



Challenges

Technology Obsolescence

School districts often struggle with keeping up with rapidly evolving technology, resulting in the risk of devices becoming outdated or incompatible with educational needs.



Challenges

Limited Budgets

School districts frequently face financial constraints that limit their ability to invest in and maintain a large quantity of technology devices.



Challenges

Equity and Accessibility

Ensuring equal access to technology devices for all students can be a challenge, particularly in districts with diverse student populations and varying socioeconomic backgrounds.



Importance of Device Cycle Plan

- Long Term Cost Savings
- Improved Student Experiences
- Enhanced learning Environments



Components of a Device Cycle Plan

- Inventory Management
- Replacement Strategies
- Budget Allocation
- Long-term sustainability



Best Practices for Implementing Device Cycle Plan

- Alignment with Educational Goals
- Stakeholder Involvement
- Continuous Improvement

The History of 1:1



Elementary

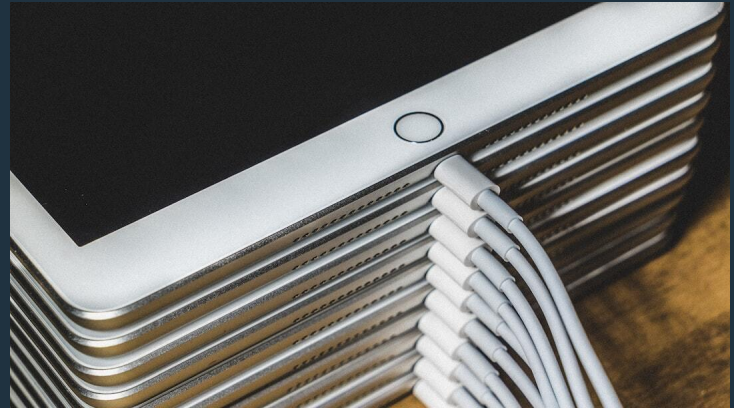
Classroom iPads and Apple Macbooks

High School

COVID Forced 1:1 (Fall 2020)

Middle Schools

Shift from Classroom Carts to Planned 1:1





Challenges

Current Challenges

- High break/fix rate
- Currently no insurance plan
- Limited supply of replacement parts
- Increase in cost of parts
- Time
- Updates and Online Testing

Device Check-in May 2023

Campus	Total Repair Costs
Seguin HS	\$22,644.52
AJB	\$11,971.36
Barnes	\$16,369.76
<i>TOTAL</i>	<i>\$50,985.64</i>

Change

- Implemented - No Tech without Training
- Designed mandatory Chromebook Course
- Developed Chromebook Support Site
- Responsible Use Policy
- Created Chromebook Repair Dashboards

On-Demand Dashboards

SHS

Use the filters to locate the desired information. Click column headers to sort.

Total Cost of Repair
\$2,790.00

Student First Name	Student Last Name	Student ID	Grade Level	Asset Tag	Device Breakage	Cost of Repair
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BARNES

Use the filters to locate the desired information. Click column headers to sort.

Total Cost of Repair
\$1,870.00

Student First Name	Student Last Name	Student ID	Grade Level	Asset Tag	Device Breakage	Cost of Repair
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AJB

Use the filters to locate the desired information. Click column headers to sort.

Total Cost of Repair
\$1,250.00

Student First Name	Student Last Name	Student ID	Grade Level	Asset Tag	Device Breakage	Cost of Repair
--------------------	-------------------	------------	-------------	-----------	-----------------	----------------

Short-Term Solutions

- Campus Device Swaps
- Hard drive replacements
- ChromeFlex
- Frankensteining
- Making user of older, decommissioned models to harvest parts





Current State of our Devices



As of November ⁹² 2023

Computer Labs and Teacher Stations

Campus	Hardware	Operating System	Total Stations	Purchase Date
Ball ECC	Lenovo 2-in-1 14 inch Chromebooks	Chrome	26	2023
Elementary	2017 iMacs	Mac	315	2020
Ball ECC	ASUS Chromebox 5 purchased Fall of 2023	Chrome	32	2023
Elementary	Asus Chromebox 4 purchased Fall of 2022	Chrome	210	2022
JBMS	ASUS Chromebox 5 purchased Fall of 2023	Chrome	30	2023
JBMS	2013 21.5-inch iMacs purchased August 2013	Mac		2013
JFS (MBLC)	Asus Chromebox 4 28 total stations	Chrome	28	2022
JFS (MBLC)	Asus Chromebox 4 (Small lab only 5 Devices)	Chrome	5	2022
JFS (DAEP)	iMacs with ChromeFlex	Chrome		2011
JFS (DAEP)	iMacs with ChromeFlex	Chrome		2011
AJB	ASUS Chromebox 5 purchased Fall of 2023	Chrome	30	2023
AJB	No lab stations. Students use Chromebooks.	Chrome	-	-
AJB	No lab stations. Students use Chromebooks.	Chrome	-	-
SHS	2020 27-inch iMacs - 29 Total stations purchased July 2021	Mac	29	2021
SHS	2019 21.5-inch iMacs - 28 Total stations purchased July 2019	Mac	28	2019
SHS	2017 21.5-inch iMacs - 24 Total stations purchased July 2017	Mac	24	2017
SHS	Dell Optiplex 3050 PC stations 28 Total stations purchased July 2018	Windows	28	2018
SHS	Dell OptiPlex 990 PC stations 28 Total stations purchased March 2016	Windows	28	2016
SHS	Dell OptiPlex 3080 PC Stations 24 Total stations purchased August 2021	Windows	24	2021
SHS	iPads - 6th Generation purchased February 2019	iOS	18	2019
SHS	2017 21.5-inch iMacs - 28 Total stations purchased August 2017	Mac	28	2017
SHS	2014 21.5-inch iMacs - 24 Total stations purchased October 2014	Mac	24	2014

Chromebooks Models



Dell 3180

- Purchased 1,050 total units in small batches between 2017 and 2019
- Used by students and staff members until end of life
- No longer receive software updates as of June 2022
- Cannot be used for testing
- Possible security vulnerabilities due to end of support/updates
- Still ~150 in use by staff

Chromebooks Models



Acer C871

- Purchased 1,675 total units in Fall of 2020
- Every district was going 1:1
- 1,187 still in daily use
- 50 used daily by staff
- Hardware on this model is very fragile
- Repairs are costlier and take much longer than other models

Chromebooks Models



Dell 3100

- Purchased 2,500 total units in small batches between 2019 and 2022
- 2,250 used daily by students and staff
- Parts are readily available
- Repairs are completed in a timely manner
- Supported by Google updates until June 2029

Chromebooks Models



New Dell 3110

- Purchased 1,150, Summer of 2023
- All used daily by students
- Parts are readily available
- Repairs are completed in a timely manner
- Supported by Google updates until June 2031



Implementing the Device Cycle Plan

Step 1: Assessment and Planning

- Assess the current technology infrastructure, inventory, and educational goals.
- This assessment helps in identifying the needs, gaps, and priorities.
- Based on the assessment, a comprehensive plan is developed, including budget allocation, replacement strategies, and timeline.



Implementing the Device Cycle Plan

Step 2: Implementation

- Once the plan is finalized, the implementation phase begins.
- This involves procuring the devices, setting up the necessary infrastructure, and deploying the devices to students and teachers.
- Proper training and support will be provided to ensure effective utilization of the devices in the learning environment.



Implementing the Device Cycle Plan

Step 3: Evaluation

- Continuous evaluation is essential to measure the effectiveness of the device cycle plan.
- Assessing the impact on student learning outcomes, evaluating the return on investment, and gathering feedback from stakeholders.
- Refining the plan and making informed decisions for future device cycles.



Key Takeaways, Benefits of a Device Cycle Plan

- Device cycle plans are essential for our district to manage our technology assets effectively.
- They provide a structured approach to device procurement, maintenance, and replacement.
- Engaging stakeholders, following best practices, and continuous evaluation are key to the success of the plan.
- It ensures long-term cost savings by avoiding unplanned expenses and obsolete devices.



Most Importantly

- Improves the student experience by providing access to up-to-date technology.
- Creates an enhanced learning environment that promotes collaboration, creativity, and critical thinking.

Questions?



SEGUIN ISD
TECHNOLOGY DEPARTMENT



Steve Gonzalez
Chief Technology Officer

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Minutes of Regular Meeting

The Board of Trustees

Seguin ISD

A regular board meeting of the Board of Trustees of Seguin ISD was held Monday, October 30, 2023, beginning at 6:30 PM in the Board Room, 1221 E. Kingsbury, Seguin, Texas.

Present: Ben Amador, Joshua Bright, Denise Crettenden (arrived at 7:42 p.m.), Linda Duncan, Alejandro R. Guerra, and Dr. Veronica Vijil, Interim Superintendent

Absent: Carl Jenkins and Perla Romero

Also Present: Nikki Bittings, Chief Student Services Officer; Steve Gonzalez, Chief Technology Officer; Anthony Hillberg, Chief Financial Officer; Sean Hoffmann, Chief Communications Officer; Dr. Samuel Hogue, Interim Deputy Superintendent; Andrea Jaramillo, Deputy Chief Innovation and Learning; Cynthia Lasseter, Multilingual Coordinator; Christopher Podorsky, Jefferson Avenue Elementary Principal; Jill Nash, Director of Community Outreach and Director of Seguin Education Foundation; Nancy Ramirez, Superintendent Secretary and media.

1. Call to Order

A. Mr. Guerra called the meeting to order at 6:32 p.m. and a quorum was established. The meeting of the Seguin ISD has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.

B. The pledges were led by Fernanda Herrera, sixth grader at Jim Barnes Middle School, followed by a moment of silence.

C. Superintendent Announcements:

Dr. Vijil provided the board and community with highlights, upcoming key dates, and event information since the last board meeting, which included recognizing staff and student achievements and successes from across the district. Dr. Vijil reminded the community that Election Day is Tuesday, November 7 and to visit a polling site and cast a ballot.

D. Board Member Reports:

The Board provided updates and information on recent activities, meetings, conferences, and school events they have participated in or attended.

2. Recognition/Campus Presentations

A. Campus Highlight

The presentation was provided courtesy of Jefferson Avenue Elementary School. Mr. Podorsky, principal, and his staff shared information highlighting the progress on a campus goal of improving the Net Promoter Score. The increased opportunities for community involvement, student committees, and parent engagement has had a positive cultural impact for Jefferson Avenue stakeholders.

B. Student/Staff/Board/Community Recognition

The Board of Trustees recognized the following students and staff for their outstanding accomplishments:

- **Superintendent's Students of the Month from Jefferson Avenue ES, Barnes MS, and Seguin High School**

Dr. Vijil was honored to recognize Elyse Guerrero, fifth grade student at Jefferson Avenue Elementary School, Fernanda Herrera, sixth grade student at Barnes Middle School, and Isis Vargas, Senior at Seguin High School for going above and beyond as leaders and exceptional students in and out of the classroom. They are all excellent role models working hard to achieve their goals while assisting their peers.

- **Superintendent’s Award**

Dr. Vijil was honored to recognize Allison Seidenberger, Director of the ACE Program, as the October recipient of the Superintendent’s Leadership Apple Award for going above and beyond daily duties to cultivate, inspire and empower her new teachers, students, colleagues and Seguin ISD community.

3. **Audience with the Board**

No one signed up to address the Board.

4. **Reports/Information Items:**

A. Report Board of Trustees Continuing Education Hours

The Board of Trustees received information regarding the continuing education hours for the Seguin ISD Board of Trustees. In accordance with HB 2563 and Texas Education Code, Section 11.159(b), each school board must reflect in the official minutes of the meeting held before an election of trustees whether each board member has met or is deficient in meeting training requirements for the trustee as of the first anniversary of the date of the trustee’s election or appointment. If the minutes reflect that a trustee is deficient, the district shall post the minutes on the district’s internet website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements.

- **Carl Jenkins** - **District 1 – Exceeded Required Training Hours**
- **Alejandro R. Guerra** - **District 2 – Exceeded Required Training Hours**
- **Cinde Thomas-Jimenez** - **District 3 – Exceeded Required Training Hours**
- **Linda Duncan** - **District 4 – Exceeded Required Training Hours**
- **Denise Crettenden** - **District 5 – Exceeded Required Training Hours**
- **Ben Amador** - **District 6 – Exceeded Required Training Hours**
- **Joshua Bright** - **District 7 – Exceeded Required Training Hours**

B. Seguin Education Foundation’s Annual Report

The Board of Trustees received an update from Jill Nash on the Seguin Education Foundation’s current operations and on its financial position as of its most recent fiscal year ended August 31, 2023.

C. Seguin ISD 2022-2023 Bilingual/English as a Second Language (ESL) Program Evaluation and Texas English Language Proficiency Assessment (TELPAS) Results

The Board of Trustees received a report from Ms. Jaramillo and Ms. Lasseter on the Seguin ISD 2022-2023 Bilingual/ESL Program Evaluation and TELPAS results.

5. **Consent Agenda Items – Consider and Possible Approval:**

A. Approval of Board Minutes for:

Regular Meeting, September 26, 2023

Special Meeting, October 10, 2023

Special Meeting, October 16, 2023

B. Approval of Tax Collection Reports for September 2023

The Board of Trustees approved the Guadalupe County Tax Office Monthly Recap from Daryl John, Guadalupe County Tax Assessor-Collector for September 2023. The Texas Property Tax Code requires the collector of taxes for a taxing unit prepare a written report of tax collections made for the preceding month. The Guadalupe County Tax Assessor-Collector collects ad valorem taxes for the District

C. Approval of Proposed Budget Amendments & Financial Statements for September 2023

The Board of Trustees approved the proposed budget amendments and financial statements for the General Fund, Child Nutrition Fund, and Debt Service Fund as of September 30, 2023.

D. Approval of Donations Received September 2023

The Board of Trustees approved the donations received by the District during the month of September 2023 in the amount of \$20.00 from various business and individuals. District Board policy CDC (Local) states "...any (unsolicited) gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval."

E. Approval of District-Wide Plumbing Systems Maintenance, Equipment, Parts, and Services (RFP#:24-02)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Plumbing, Maintenance, Equipment, Parts, and Services. A Request for Proposals (RFP#: 24-02) was issued on June 5, 2023 for Vehicle Maintenance, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: ME Plumbing. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

F. Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, and Services (RFP #: 24-04)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Facilities Maintenance, Electrical Equipment, Parts, and Services. A Request for Proposals (RFP#: 24-04) was issued on June 5, 2023 for Special Education Services. The bid was competitively solicited in compliance with Board Policy. Of the two responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Eclipse Window Tinting, LLC and Hand Safety. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

G. Approval of District-Wide Special Education Services (RFP #: 24-05)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Special Education Services. A Request for Proposals (RFP#: 24-05) was issued on June 5, 2023 for Special Education Services. The bid was competitively solicited in compliance with Board Policy. Of the eight responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Kendall Keel; TX-Star Speech Language Services, Corp.; Stacia Phillips; Translation & Interpretation Network; Danelle Hanson; Thrive Learning Services, LLC; Compass Educational Services, LLC, and Victoria Alfred. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain

active for one year thereafter.

H. Approval of District-Wide Educational Consulting Services (RFP #: 24-06)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Educational Consulting Services. A Request for Proposals (RFP#: 24-06) was issued on June 5, 2023 for Special Education Services. The bid was competitively solicited in compliance with Board Policy. Of the six responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Accelerated Solutions, LLC; YES, Inc.; SAVVAS; HMM; Helen Miers, and Trenton Floyd. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

I. Information Regarding Purchases Through the TIPS Purchasing Cooperative for a total cost of \$222,831

The Board of Trustees received information regarding the purchases through the TIPS Purchasing Cooperative: *Carnegie Learning, Inc.: Reference #220105, Technology Solutions, Products, and Services - \$56,700; *Instructure, Inc.: Reference #220105, Technology Solutions, Products, and Services - \$116,131; *Visual Techniques, Inc.: Reference #200904, Audio Visual Equipment, Supplies, and Services - \$50,000, at a total cost of \$222,831.

J. Information Regarding Purchases Through the DIR Purchasing Cooperative for a total cost of \$159,097

The Board of Trustees received information regarding the purchases through the DIR Purchasing Cooperative: *Technology Assets, LLC: Reference #DIR-TSO-4167 CISCO Systems Branded Hardware, Equipment, Servers, Data Storage, and Related Services - \$75,597
*Toshiba Business Solutions, USA: Reference #DIR-CPO-4426 Toshiba - \$83,500, at a total cost of \$159,097.

K. Information Regarding Purchases Through the BuyBoard Purchasing Cooperative for a total cost of \$207,213

The Board of Trustees received information regarding the purchases through the BuyBoard Purchasing Cooperative: *Frontline Education: Reference #6161-22 Technology Equipment, Products, Services, and Software - \$96,482
*Imagine Learning, LLC: Reference #653-21 Instructional Materials and Classroom Teaching Supplies and Equipment - \$58,000
*Trane Company: Reference #631-20 HVAC Equipment, Supplies, and Installation of HVAC Equipment - \$52,731, at a total cost \$207,213.

L. Information Regarding Purchases Through the Allied States Purchasing Cooperative for a total cost of \$108,177

The Board of Trustees received information regarding the purchases through the Allied States Purchasing Cooperative: *Renaissance Learning, Inc.: Reference #20-7373 Classroom Curriculum, Supplies, Equipment, and Related at a total cost of \$108,177.

M. Information Regarding Purchases Through the 2013 Purchasing Cooperative for a total cost of \$82,752

The Board of Trustees received information regarding the purchases through the Allied States Purchasing Cooperative: *Istation: Reference #21030 Instructional Supplies and Services at a total cost of \$82,752.

N. Information Regarding the Contract Between Seguin ISD and The Career Academy of Training for Nursing Aide and Phlebotomy Training Services in the Amount of \$53,500

The Board of Trustees received information regarding Seguin ISD's contract with The Career Academy of Training for nursing aide and phlebotomy training to prepare students to work in a healthcare setting such as nursing homes, hospitals, clinics, and in-home care. The Career Academy of Training will provide curriculum, examinations, and hands-on practice for Seguin High School students for the 23-24 school year. This includes clinical experience at Nesbit Living and Recovery Center in Seguin.

O. Bilingual Education Exception and English as a Second Language Waivers

The Board of Trustees received information regarding the shortage of Bilingual educators in the state of Texas. TEA is allowing districts to request Bilingual Education Exceptions and English as a Second Language (ESL) waivers for the 2023-2024 academic year.

P. Personnel Information – Professional Employees

The Board of Trustees recognized and acknowledged the resignations listed below:

Resignations:

Altgelt, Justin, Barnes Middle School, effective 10/04/2023

Mr. Altgelt, Teacher, has resigned due to contract abandonment.

Mr. Altgelt has 45 days with Seguin ISD.

Gutierrez, Matthew, Superintendent, effective 10/01/2023

Dr. Gutierrez, Superintendent, has resigned due to accepting a position with Leander ISD.

Dr. Gutierrez has 6 years with Seguin ISD.

Moreno, Cynthia, Chief Human Resources Officer, effective 10/03/2023

Ms. Moreno, Chief Human Resources Officer, has resigned due to personal reasons.

Ms. Moreno has 21 years with Seguin ISD.

Ramirez, Melissa, Koennecke Elementary, effective 10/13/2023

Ms. Ramirez, Teacher, has resigned due to contract abandonment.

Ms. Ramirez has 1 year with Seguin ISD.

Ramos, Martha, Patlan Elementary, effective 09/15/2023

Ms. Ramos, Teacher, has resigned due to personal reasons.

Ms. Ramos has 2 years with Seguin ISD.

Restrepo, Jesus, Seguin High School, effective 9/22/2023

Mr. Restrepo, Teacher, has resigned due to contract abandonment.

Mr. Restrepo has 1 year with Seguin ISD.

Zuniga, Crystal, Seguin High School, effective 10/16/2023

Ms. Zuniga, Teacher, has resigned due to contract abandonment.

Ms. Zuniga has 1 year with Seguin ISD.

Q. Acknowledge Public Information Act Requests September-October 2023

The Board of Trustees received information regarding the Public Information Act requests received since October 11, 2023. The purpose of this agenda item is to keep trustees apprised of the District's Public Information program.

Mr. Amador moved, seconded by Mr. Bright to approve Consent Action Items:

A. Approval of Board Minutes for:

Regular Meeting, September 26, 2023

Special Meeting, October 10, 2023

Special Meeting, October 16, 2023

- B. Approval of Tax Collection Reports for September 2023**
- C. Approval of Proposed Budget Amendments & Financial Statements for September 2023**
- D. Approval of Donations Received September 2023**
- E. Approval of District-Wide Plumbing Systems Maintenance, Equipment, Parts, and Services (RFP#:24-02)**
- F. Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, and Services (RFP #: 24-04)**
- G. Personnel Information – Professional Employees**
- G. Approval of District-Wide Special Education Services (RFP #: 24-05)**
- H. Approval of District-Wide Educational Consulting Services (RFP #: 24-06)**
- I. Information Regarding Purchases Through the TIPS Purchasing Cooperative for a total cost of \$222,831**
- J. Information Regarding Purchases Through the DIR Purchasing Cooperative for a total cost of \$159,097**
- K. Information Regarding Purchases Through the BuyBoard Purchasing Cooperative for a total cost of \$207,213**
- L. Information Regarding Purchases Through the Allied States Purchasing Cooperative for a total cost of \$108,177**
- M. Information Regarding Purchases Through the 2013 Purchasing Cooperative for a total cost of \$82,752**
- N. Information Regarding the Contract Between Seguin ISD and The Career Academy of Training for Nursing Aide and Phlebotomy Training Services in the Amount of \$53,500**
- O. Bilingual Education Exception and English as a Second Language Waivers**
- P. Personnel Information – Professional Employees**
- Q. Acknowledge Public Information Act Requests September-October 2023**

Ayes: Amador, Bright, Duncan, and Guerra

Nays: None

6. Action Items:

A. Appointment of Director(s) to the Seguin Education Foundation

Mr. Bright moved, seconded by Mr. Amador to appoint Carl Jenkins and Linda Duncan to serve on the Seguin Education Foundation (SEF) Board of Directors for another year.

Ayes: Amador, Bright, Duncan, and Guerra

Nays: None

B. Adopt a Resolution for the Assignment of Fund Balance

Ms. Duncan moved, seconded by Mr. Amador to adopt the resolution for the Assignment of Fund Balance as presented.

Ayes: Amador, Bright, Duncan, and Guerra

Nays: None

C. Discussion and Possible Action Find No Good Cause Exists for Educator Resignation

Mr. Bright moved, seconded by Ms. Duncan to approve to find that no good cause exists for the resignation of Justin Altgelt (Barnes Middle School), Melissa Ramirez (Koennecke Elementary), Jesus Restrepo (Seguin High School), and Crystal Zuniga (Seguin High School) that occurred beyond the penalty free resignation date.

Ayes: Amador, Bright, Crettenden, Duncan, and Guerra

Nays: None

7. Closed Meeting –The Board went into closed session at 7:47 p.m.

- A. Pursuant to Texas Government Code Section §§ 551.071, 551.074, 551.129 - Consultation with legal counsel including possible telephone consultation with legal counsel, as necessary, to address legal concerns, implications, and answer any legal questions regarding posted agenda items.
- B. Pursuant to Texas Government Code Section § 551.074 - Discuss personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a employee(s).
- C. Pursuant to Texas Government Code Section § 551.074 – Deliberation of appointment of District 3 Trustee seat.
- D. Pursuant to Texas Government Code Section § 551.072 - Discuss the sale, purchase, exchange, lease, or value of real property.

8. Reconvene to Open Meeting –The Board reconvened at 9:41 p.m.

- A. Possible action to approve professional personnel, including appointment, employment, evaluation, assignment, duties, discipline or dismissal of employee(s). No action was taken.
- B. Possible action regarding identified options for land acquisition.
Mr. Bright moved, seconded by Ms. Duncan to delegate authority to Dr. Veronica Vijil, Interim Superintendent, to negotiate and execute purchases and sale agreements, and all other documents and instruments necessary to effectuate and complete the purchases and financing as discussed in closed session.

Ayes: Amador, Bright, Crettenden, Duncan, and Guerra

Nays: None

- C. Consideration and possible action regarding the appointment of District 3 Trustee.
Mr. Amador moved, seconded by Ms. Duncan to appoint Grace Mueller as the District 3 Trustee.

Ayes: Amador, Crettenden, Duncan, and Guerra

Nays: Bright

- D. Administer Oath of Office to Appointed District 3 Trustee.
Nancy Ramirez, Superintendent Secretary administered the oath of office to newly appointed District 3 Trustee Grace Mueller. Ms. Mueller signed the oath of office and took her seat.

9. Board Comments and Request

No Board comments or requests.

All prior Board requests have been addressed.

10. Adjourn

Mr. Amador moved, seconded by Ms. Mueller to adjourn the meeting. The meeting adjourned at 9:47 p.m.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, and Mueller

Nays: None

Minutes of Special Meeting

The Board of Trustees

Seguin ISD

A Special Meeting of the Board of Trustees of Seguin ISD was held Tuesday, November 14, 2023, beginning at 6:30 PM in the Board Room, 1221 E. Kingsbury, Seguin, Texas.

Present: Ben Amador, Joshua Bright, Denise Crettenden (virtual for only open session), Linda Duncan, Alejandro R. Guerra, Carl Jenkins and Dr. Veronica Vijil

Absent: Grace Mueller

Also Present: Anthony Hillberg, Chief Financial Officer; Sean Hoffmarm, Chief Communications Officer; Dr. Samuel Hogue, Interim Deputy Superintendent; Perla Romero, Director of Business Services; Daniel Hebert, CPA, Senior Associate with Belt Harris Pechacek, LLLP and Nancy Ramirez, Superintendent Secretary

1. Call to Order

A. Mr. Guerra called the meeting to order at 6:30 p.m. and a quorum was established.

B. The meeting of the Seguin ISD has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.

C. The pledges were led by Mr. Bright, followed by a moment of silence.

2. Audience with the Board

No one signed up to address the Board.

3. Open Session:

A. Approval of the Annual Comprehensive Financial Report for the Year Ended June 30, 2023

Mr. Bright moved seconded by Mr. Jenkins to approve the Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2023. The firm of Belt Harris Pechacek, LLLP audited the financial statements of the District for the year ended June 30, 2023, and their reports are included in the annual financial report. The ACFR, which includes additional statistical information, will be submitted to the Government Financial Officers Association of the United States and Canada for review. The District has consistently received the Certificate of Achievement for Excellence in Financial Reporting since 1990. All Board questions and comments were addressed.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra and Jenkins

Nays: None

4. Closed Meeting: The Board went into closed session at 6:41 p.m.

A. Pursuant to Texas Government Code Section §§ 551.071, 551.074, 551.129 - Consultation with legal counsel including possible telephone consultation with legal counsel, as necessary, to address legal concerns, implications, and answer any legal questions regarding posted agenda items.

B. Pursuant to Texas Government Code Section § 551.074 - Discuss personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a employee(s).

C. Pursuant to Texas Government Code Section § 551.072 - Discussion regarding softball/baseball complex.

5. Reconvene to Open Session: The Board reconvened into open session at 8:54 p.m. No Action was taken.

A. Possible action on professional personnel, including appointment, employment, evaluation, assignment, duties, discipline or dismissal of a public employee(s).

6. Adjourn

Mr. Bright moved, seconded by Mr. Jenkins to adjourn the meeting. The meeting adjourned at 8:55 p.m.

Ayes: Amador, Bright, Duncan, Guerra and Jenkins

Nays: None

Secretary/November 28, 2023

President/November 28, 2023

ACTION ITEM:

Approval of Tax Collection Reports for October 2023

RECOMMENDATION:

That the Board of Trustees approves the Guadalupe County Tax Office Monthly Recap from Daryl John, Guadalupe County Tax Assessor-Collector for October 2023.

RATIONALE:

The Texas Property Tax Code requires the collector of taxes for a taxing unit to prepare a written report of tax collections made for the preceding month. The Guadalupe County Tax Assessor-Collector collects ad valorem taxes for the District.

REFERENCE and COMPLIANCE:

BDAF (LEGAL) - Selection and Duties of Chief Tax Official

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

Tax payments are received by direct deposit to the District's accounts at Lone Star Investment Pool. Payments are remitted to the District two days after the County receives them.

Total Tax Collections for the month of October 2023:

Current	\$	-
Delinquent		112,524
Penalty and Interest		25,814
Total Monthly Collections	\$	<u>138,337</u>
Total Tax Collections Year to Date	\$	<u>1,310,720</u>
Delinquent Tax Levy		3,584,393
Percent Collected through October 2023		36.52%
Percent of Tax Levy Collected last year		28.73%

EXHIBITS:

None

RESOURCE PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Sally Eckhart, Budget Coordinator

Submitted by:

(Signature)

(Name)

(Address)

(Telephone)

Veronica Vijil

Date Submitted: 11/28/23

Dr. Veronica Vijil, Interim Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

ACTION ITEM: **Approval of Investment Report for the First Quarter Ended September 30, 2023**

RECOMMENDATION: That the Board of Trustees approve the Investment Report for the First Quarter Ended September 30, 2023.

RATIONALE: State law and Board Policy require quarterly reports regarding the District's investments.

This report is designed to allow the Board of Trustees to review the investment activity for the First Quarter Ended September 30, 2023. The District's earnings rates, investment position, and yield information are presented for the period.

The District currently invests exclusively in interlocal governmental investment pools ("pools"), which allow withdrawals on a same day basis. The book value of pools is considered to be the market value and is reflected accordingly in the attached Investment Report.

REFERENCE and COMPLIANCE: CDA (LEGAL) and CDA (LOCAL) Other Revenues - Investments

PAPERWORK None

BUDGET IMPACT / INFORMATION: None

EXHIBITS: Investment Report

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by: _____ Date Submitted: 11/28/23
(Signature) Veronica Vijil
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

**SEGUIN INDEPENDENT SCHOOL DISTRICT
INVESTMENT REPORT
FIRST QUARTER ENDED SEPTEMBER 30, 2023**

<u>INVENTORY OF INVESTMENTS</u>	Weighted Average Maturity 1.0 Day	<u>Balance 9/30/2023</u>
GENERAL OPERATING FUND 199		
TexPool - Local Maintenance		959,637
Lone Star		17,705,479
Logic		447,825
MBIA		9,410,845
TOTAL GENERAL OPERATING FUND		\$ 28,523,786
	Weighted Average Maturity	
CHILD NUTRITION FUND 240		
Lone Star		\$ 2,313,003
	Weighted Average Maturity	
INTEREST & SINKING FUND 599		
TexPool		1,150,346
Lone Star		4,736,045
TOTAL INTEREST & SINKING FUND		\$ 5,886,391
	Weighted Average Maturity	
COMBINED SCHOOL BOND FUNDS 62X		
Lone Star		\$ 49,357,502
OAK PARK MALL ENTERPRISE FUND 711		
TexPool		\$ 208,528
WORKER'S COMPENSATION SELF-INSURANCE FUND 753		
TexPool		841,929
Lone Star		3,297,896
TOTAL WORKERS' COMPENSATION FUND		\$ 4,139,825
	Weighted Average Maturity	
STUDENT ACTIVITY TRUST & AGENCY FUND 865		
TexPool		\$ 157,795
	Weighted Average Maturity	
GRAND TOTALS		\$ 90,586,832

The investments of the District are in compliance with Investment Policy and the Public Funds Investments Act.

Anthony Hillberg, Chief Financial Officer	<u>Anthony Hillberg</u>
Beatriz Rodgers, General Ledger Specialist	<u>Beatriz Rodgers</u>
Dr. Veronica Vijil, Interim Superintendent	<u>Veronica Vijil 11/15/23</u>

**SEGUIN INDEPENDENT SCHOOL DISTRICT
INVESTMENT REPORT
FIRST QUARTER ENDED SEPTEMBER 30, 2023**

<u>INVESTMENT TRANSACTIONS</u>	<u>FISCAL YEAR BEGINNING BALANCE 7/1/2023</u>	<u>NET CHANGE</u>	<u>QUARTER ENDING BALANCE 9/30/2023</u>
GENERAL OPERATING FUND 199			
TexPool	838,747	120,890	959,637
Lone Star	20,435,400	(2,729,921)	17,705,479
Logic	424,779	23,046	447,825
MBIA	8,921,785	489,060	9,410,845
TOTAL GENERAL OPERATING FUND	\$ 30,620,711	\$ (2,096,925)	\$ 28,523,786
CHILD NUTRITION FUND 240			
Lone Star	2,721,612	\$ (408,609)	\$ 2,313,003
INTEREST AND SINKING FUND 599			
TexPool	1,093,795	56,551	1,150,346
Lone Star	11,653,747	(6,917,702)	4,736,045
TOTAL INTEREST AND SINKING FUND	\$ 12,747,542	\$ (6,861,151)	\$ 5,886,391
COMBINED SCHOOL BOND FUNDS 62X			
Lone Star	21,282,661	\$ 28,074,841	\$ 49,357,502
OAK PARK MALL FUND 711			
TexPool	279,256	\$ (70,728)	\$ 208,528
WORKER'S COMPENSATION SELF-INSURANCE FUND 753			
TexPool	807,367	34,562	841,929
Lone Star	2,703,602	594,294	3,297,896
TOTAL WORKERS' COMPENSATION FUND	\$ 3,510,969	\$ 628,856	\$ 4,139,825
STUDENT ACTIVITY TRUST & AGENCY FUND 865			
TexPool	173,178	\$ (15,383)	\$ 157,795
GRAND TOTALS	\$ 71,335,929	\$ (8,823,938)	\$ 90,586,832

**SEGUIN INDEPENDENT SCHOOL DISTRICT
INVESTMENT REPORT
FIRST QUARTER ENDED SEPTEMBER 30, 2023**

<u>YIELD ON INVESTMENTS</u>	<u>AVERAGE BALANCE</u>	<u>INTEREST INCOME</u>	<u>YIELD</u>
GENERAL OPERATING FUND 199			
TexPool - Local Maintenance	914,183	12,099	5.251%
Lone Star	19,525,836	269,514	5.476%
Logic	443,744	6,071	5.428%
MBIA	9,347,381	128,128	5.438%
TOTAL GENERAL OPERATING FUND	\$ 30,231,145	\$ 415,812	5.457%
CHILD NUTRITION FUND 240			
Lone Star	\$ 3,089,038	\$ 42,668	5.480%
INTEREST AND SINKING FUND 599			
TexPool	1,140,428	15,087	5.249%
Lone Star	8,423,793	115,631	5.446%
TOTAL INTEREST & SINKING FUND	\$ 9,564,221	\$ 130,718	5.422%
COMBINED SCHOOL BOND FUNDS 62X			
Lone Star	\$ 50,842,818	\$ 6,071	5.428%
OAK PARK MALL ENTERPRISE FUND 711			
TexPool	\$ 243,910	\$ 3,222	5.240%
WORKER'S COMPENSATION SELF-INSURANCE FUND 753			
TexPool	834,670	11,042	5.249%
Lone Star	3,070,801	45,164	5.835%
TOTAL WORKER'S COMPENSATION FUND	\$ 3,905,471	\$ 56,206	5.710%
STUDENT ACTIVITY TRUST & AGENCY FUND 865			
TexPool	\$ 156,435	\$ 2,070	5.249%
TOTAL INTEREST FOR ALL FUNDS	\$ 98,033,039	\$ 656,765	5.397%

**SEGUIN INDEPENDENT SCHOOL DISTRICT
FIRST QUARTER ENDED SEPTEMBER 30, 2023**

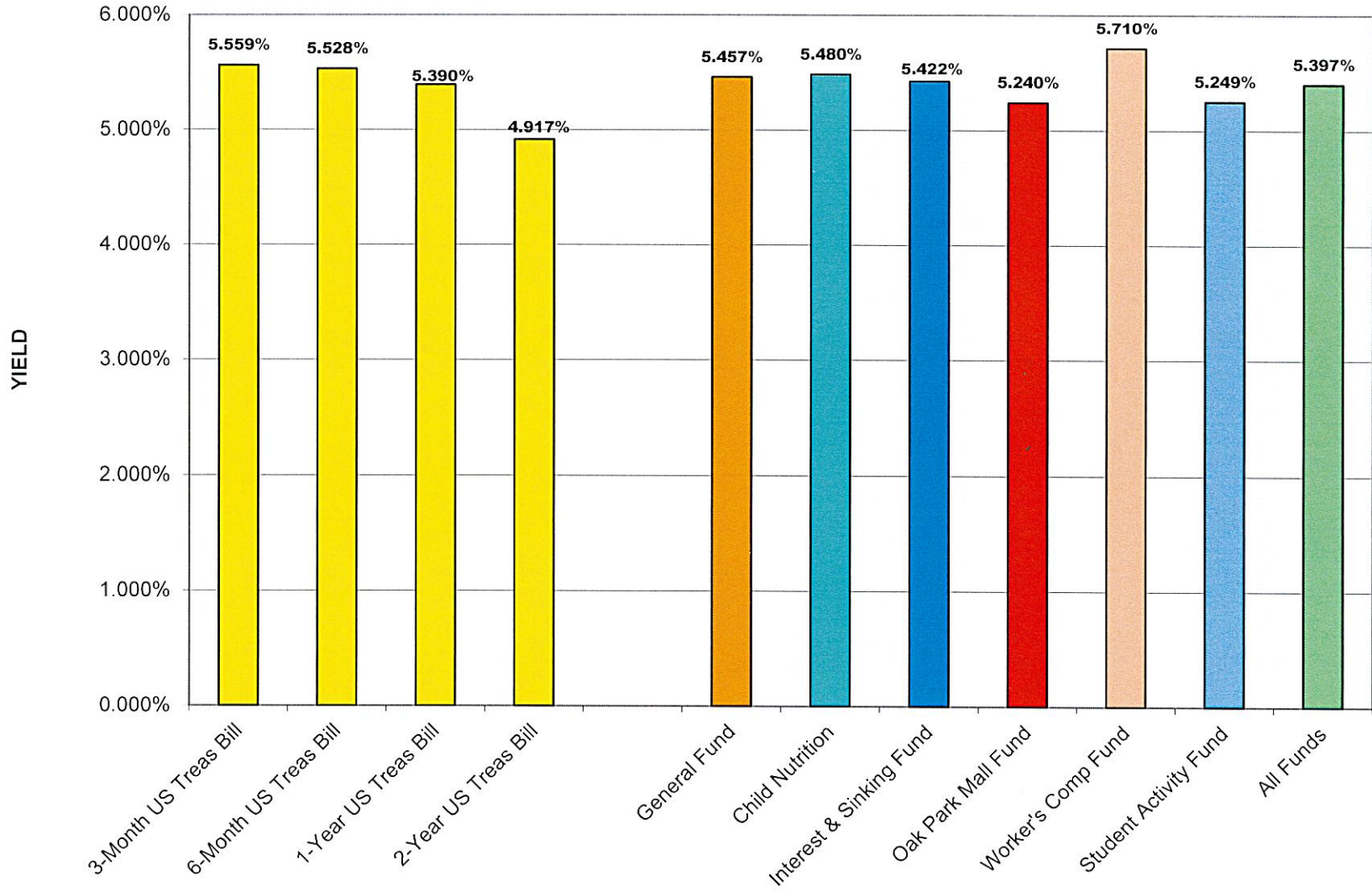


Exhibit - Investment Report

ACTION ITEM:

Approval of Donations Received October 2023

RECOMMENDATION:

That the Board of Trustees approve donations received by the District during the month of October 2023.

RATIONALE:

District Board policy CDC (Local) states "...any (unsolicited) gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval."

REFERENCE and COMPLIANCE:

CDC (LOCAL) - Other Revenues: Gifts and Solicitations

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

None

EXHIBITS:

Proposed Donations

RESOURCE PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Sally Eckhart, Budget Coordinator

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 11/28/23

**Donations Received By Seguin ISD
During the 2023-24 School Year**

Donor	Purpose	Campus Receiving Donation	Date Rcvd	Amount	Board Approval
Nadia and Glenn Perez	Parenting Partners	Weinert	10/02/23	\$ 500.00	Pending

NOTE: This listing includes only documented, unsolicited donations received by the District during October 2023. Additional donations may have been received by campuses and subsequently deposited by the campus or student group without providing detailed documentation to the Business Department.

ACTION ITEM: **Approval of Tax Roll Levy for 2023 Tax Year**

RECOMMENDATION: That the Board of Trustees approve the 2023 tax roll levy as presented.

RATIONALE: In accordance with the Texas Property Tax Code, the Board of Trustees shall approve the tax roll levy for the Seguin Independent School District. The property tax levy is calculated after certified values are received from the Guadalupe Appraisal District and the District sets the tax rates.

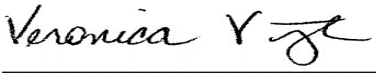
REFERENCE and COMPLIANCE: CCG (LEGAL) - Local Revenue Sources Ad Valorem Taxes

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: The certification reflects total assessed value of \$6.430 billion, taxable value of \$4.963 billion and total 2023 Ad Valorem Tax Levy of \$51,752,252. The levy represents \$33.89 million for the General Operating Fund and \$17.83 million for the Debt Service Fund. The total tax rate adopted for 2023 is \$1.166.

EXHIBITS: Final Roll Report for the Tax Year 2023 as submitted by the Guadalupe County Tax Assessor-Collector, Daryl John.

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by:  Date Submitted: 11/28/23
(Signature) _____
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

Final Roll Report

Date: 11/15/2023

Tax Year: 2023

Roll Group: ROLL GROUP 1

Taxing Unit Totals - Tax Roll									
Taxing Unit	Number of Properties	Total Assessed Value	Exemptions		Total Taxable Value	Tax Rate	Total Taxes Owed	Credit Adjustments	
			Number of Properties	Total Amount				Number of Properties	Total Credit Total Freeze
SSG	31,492	6,429,623,108	15,631	1,466,597,278	4,963,025,830	1.11660000	51,722,683.96	5,588	(3,694,467.05)
									4290423.7100

Levy Fund Totals			
Taxing Unit	Levy Fund	Tax Rate	Total Taxes Owed
SSG	Interest & Sinking	0.38500000	17,833,811.77
	Maintenance & Operations	0.73160000	33,888,872.19
	Penalty for Late Rendition		28,089.27
	Penalty for Late Rendition Admin Fee		1,478.64
Total:			51,752,251.87

Special Assessment Totals		
Special Assessment	Number of Properties	Total Amount Owed
Penalty for Late Rendition	368	28,089.27
Penalty for Late Rendition Admin Fee	367	1,478.64
Total	735	29,567.91

Tax Cycle & Special Assessment Grand Totals	
Tax Cycle	Total Amount Owed
Special Assessments	29,567.91
Cycle1	51,722,683.96
Total	51,752,251.87

Property Counts	
Tax Cycle	Property Count
Cycle1	31,492
Total	31,492

ACTION ITEM:

Adoption of Resolution Stating Review of Investment Policy and Designation of Investment Officers

RECOMMENDATION:

That the Board of Trustees adopt the attached resolution stating review of investment policy and investment strategies for the Seguin Independent School District and naming Investment Officers for the District.

RATIONALE:

The attached resolution states that the Board of Trustees has reviewed the investment policy, and names the Interim Superintendent, the Chief Financial Officer, the Director of Business Services, and the General Ledger Specialist as the District's investment officers.

The investment policy of the District primarily emphasizes safety or principal and liquidity with additional consideration of diversification of the portfolio and investment yield. Authorized investments are designated and are all authorized by the Texas Public Funds Investment Act. Policies CDA (Legal) and CDA (Local) have been reviewed by the Chief Financial Officer. There have been no legislative changes to CDA (Legal) and no changes are recommended for CDA (Local). Both policies are attached.

BOARD POLICY REFERENCE and COMPLIANCE:

CDA (LEGAL) and CDA (LOCAL) Other Revenues - Investments

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

None

EXHIBITS:

Exhibit 1 - Resolution
Exhibit 2 - Board Policy

RESOURCE PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by:

(Signature)

(Name)

(Address)

(Telephone)

Date Submitted: 11/28/22

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

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Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

**Resolution Stating Review of Investment Policy
And Investment Strategies for the
Seguin Independent School District**

Whereas, School Board policy CDA (Legal) requires the Board of Trustees to review its investment policy and investment strategies not less than annually;

Whereas, the Board of Trustees of the Seguin Independent School District, "District", adopted Investment Policies for the District, in the form attached hereto as Exhibit "2," pursuant to Board policy CDA (Legal);

And Whereas, the Board of Trustees wishes to designate one or more employees of the District as investment officer to be responsible for the investment of its funds consistent with the Investment Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SEGUIN INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The Investment Policy, in the form attached hereto as Exhibit "2," and investment strategies contained in such policy has been reviewed and is hereby adopted with no changes.

Section 2. The Interim Superintendent, the Chief Financial Officer, the Director of Business Services, and the General Ledger Specialist are hereby named as investment officers of the District to be responsible for the investment of its funds consistent with the Investment Policy.

Section 3. The provisions of the Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

Adopted this 28th Day of November 2023.

Signature of President, Board of Trustees

Attest:

Signature of Secretary, Board of Trustees

ACTION ITEM: **Approval of Resolution Approving Independent Sources of Instruction Relating to Investment Responsibilities**

RECOMMENDATION: That the Board approve the attached resolution approving independent sources of instruction relating to investment responsibilities.

RATIONALE: School Board policy CDA (Legal) requires investment officers attend an investment training session not less than once in a two-year period and receive specific required hours of instruction relating to investment responsibilities from an independent source approved by the Board of Trustees. The investment officers are the Interim Superintendent, the Chief Financial Officer, the Director of Business Services and the General Ledger Specialist.

The following sources of training are included in the resolution:

- Texas Association of School Boards
- First Public, LLC
- Texas Association of School Administrators
- Texas Association of School Business Officials (and affiliates)
- Texas State University
- University of North Texas
- Government Treasurer's Organization of Texas
- Continuing Professional Education (CPE) Depot (web-based training)
- Education Service Center(s)
- TexPool
- PFM Asset Management LLC

REFERENCE and COMPLIANCE: CDA (LEGAL) and CDA (LOCAL) Other Revenues - Investments

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Training is paid from the operating budgets of the respective investment officers.

EXHIBITS: Resolution

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Date Submitted: 11/28/22

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

**Resolution Approving Independent Sources of Instruction
Relating to Investment Responsibilities**

Whereas, School Board policy CDA (Legal) requires the investment officers attend an investment training session not less than once in a two-year period and receive specific required hours of instruction relating to investment responsibilities from an independent source approved by the by the Board of Trustees;

Whereas, the Texas Association of School Boards, Inc. (TASB), First Public, LLC (First Public), the Texas Association of School Administrators (TASA), the Texas Association of School Business Officials (TASBO) and affiliates, the Texas State University (TXST), the University of North Texas (UNT), the Government Treasurer’s Organization of Texas (GTOT), Continuing Professional Education (CPE) Depot, Education Service Center(s) (ESC), TexPool, and PFM Asset Management LLC (PFM) provide investment training sessions relating to investment responsibilities;

And Whereas, the Board of Trustees wishes to approve TASB, First Public, TASA, TASBO and affiliates, TXST, UNT, GTOT, CPE Depot, ESC, TexPool, and PFM as independent sources of instruction to provide investment training sessions required by law;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
SEGUIN INDEPENDENT SCHOOL DISTRICT THAT:**

Section 1. TASB, First Public, TASA, TASBO and affiliates, TXST, UNT, GTOT, CPE Depot, ESC, TexPool, and PPFM are hereby approved as independent sources of instruction relating to investment responsibilities for investment officers as required by law.

Section 2. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

Adopted this 28th day of November 2023.

Signature of President, Board of Trustees

Attest:

Signature of Secretary, Board of Trustees

ACTION ITEM: **Approval of District-Wide Vehicle Maintenance, Parts, And Services (RFP #: 24-01)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Vehicle Maintenance, Parts, and Services.

RATIONALE: A Request for Proposals (RFP#: 24-01) was issued on June 5, 2023 for Vehicle Maintenance, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondent will be added to the list of approved vendors for this RFP: ELLA Automotive, LLC. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Nikki Elaine Bittings, Deputy Chief Operations Officer
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

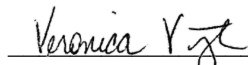
Submitted by:

(Signature)

(Name)

(Address)

(Telephone)



Dr. Veronica Vigil, Interim Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

Date Submitted: 11/28/23

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-01, VEHICLE MAINTENANCE PARTS & SERVICES

BID CLOSING DATE: June 30, 2026

ISSUING DEPARTMENT(S): TRANSPORTATION AND MAINTENANCE

VENDOR	SERVICES PROVIDED	Recommended
ELLA Automotive, LLC	Window tinting	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Purchase price (if applicable)
- Quality and reputation
- Goods and/or services meet District needs

ACTION ITEM: **Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, And Services (RFP #: 24-04)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Facilities Maintenance, Electrical Equipment, Parts, and Services.

RATIONALE: A Request for Proposals (RFP#: 24-04) was issued on June 5, 2023 for Facilities Maintenance, Electrical Equipment, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondent will be added to the list of approved vendors for this RFP: All Season Sports. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

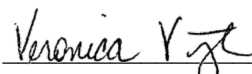
Submitted by:

(Signature)

(Name)

(Address)

(Telephone)



Dr. Veronica Vigil, Interim Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

Date Submitted: 11/28/23

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-04, FACILITIES & GROUNDS MAINTENANCE, EQUIPMENT, PARTS, AND SERVICES

BID CLOSING DATE: JUNE 30, 2026

ISSUING DEPARTMENT(S): MAINTENANCE

VENDOR	SERVICES PROVIDED	Recommended
All Season Sports	Supply, service, installation of equipment	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Purchase price (if applicable)
- Quality and reputation
- Goods and/or services meet District needs

ACTION ITEM: **Approval of District-Wide Educational Consulting Services (RFP #: 24-06)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Educational Consulting Services.

RATIONALE: A Request for Proposals (RFP#: 24-06) was issued on June 5, 2023 for Educational Consulting Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the respondent will be added to the list of approved vendors for this RFP: State and Federal Education Services. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

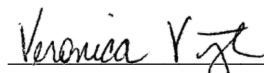
Submitted by:

(Signature)

(Name)

(Address)

(Telephone)



Dr. Veronica Vigil, Interim Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

Date Submitted: 11/28/23

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-06, ED CONSULTANTS
BID CLOSING DATE: JUNE 30, 2026
ISSUING DEPARTMENT(S): LLI

VENDOR	SERVICES PROVIDED	Recommended
State and Federal Education Services	Support administration of the SCE program	Y

Note:
The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Experience
- Goods and/or services meet District needs

INFORMATION ITEM:

Authorization of Agreement Between Seguin ISD and Tangram Rehabilitation Network for Residential Care Services at a Cost of \$315,000

RECOMMENDATION:

That the Board of Trustees authorize an agreement between Seguin ISD and Tangram Rehabilitation Network, Inc to provide day treatment services to student(s) eligible for applicable special education services pursuant to the Individuals with Disabilities Education Act (IDEA) for the 2023-2024 school year.

RATIONALE:

Specialized therapeutic services are required as per Individualized Education Plan.

REFERENCE and COMPLIANCE:

EHBAC (LEGAL) Special Education
EHBA (LEGAL) Special Programs
Strategic Priority 1: Improve student learning through improved instructional practice.

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

Funds are provided in the 2023-24 budget. Federal Funds are utilized for this placement. The district will apply for a High Cost Fund grant through Texas Education Agency to offset the cost of this placement.

EXHIBITS:

Contract

RESOURCE PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Haley Martin-Dean, Director of Special Education
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Date Submitted: 11/28/23

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Contract by and Between
Seguin Independent School District
And
Tangram Rehabilitation Network, Inc.
d/b/a Texas Hill Country School

Contract Period: September 25, 2023 – July 31, 2024

Contract Amount: \$1000.00 per diem for 311 days, totaling \$311,000.00 for Contract period

Student:

- 1) This Contract and Agreement (“Contract”) is entered into by and between Seguin Independent School District (hereinafter called “District”) and Tangram Rehabilitation Network, Inc. d/b/a Texas Hill Country School (hereinafter called “Contractor”) for the purpose of providing services to a student eligible for special education services pursuant to the “IDEA” who is both under the age of twenty-two (22) years and is a resident of the state of Texas.
- 2) The Contractor will provide the specialized facilities and qualified and appropriately certified personnel in accordance with 19 T.A.C. §231.1 necessary to supply all services covered by this contract (with the exception of transportation services to and from Texas Hill Country School to the Student’s residence) without cost or charge to parents, guardians, surrogate, or adult student.
- 3) The Contractor will ensure that at all times properly certified teachers and/or related service providers, as set forth above, will supervise all instruction and provide related services as specified by the Seguin ISD ARDC for the Student.
- 4) Written authorization by the parent, guardian, or adult client is necessary to release any confidential information, as related to the services covered by this Contract, to any Third Party. The only exception would be any court-ordered release of information. Contractor agrees to comply with the Family Educational Rights and Privacy Act (FERPA). For the purposes of this Contract, Seguin ISD is not a Third Party and is entitled to receipt of confidential information from the Contractor regarding the Student unless the Parent/Guardian expressly objects to the release of confidential information from the Contractor to the District.
- 5) During the Contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this Contract, the Contractor agrees to notify the District as soon as practical; under such circumstances the District may withhold payment to Contractor until said facilities and/or personnel are regained. In the alternative, the District may terminate the Contract.
- 6) Disputes which arise under this Agreement may be resolved by non-binding mediation or may be litigated in state court in Hays County, Texas.

- 7) The District and the Contractor agree and understand that the parent(s) or guardian(s) of this student have voluntarily given their permission for this student to participate in all activities of the Texas Hill Country School and to receive the services indicated below and provided under the terms of this Contract.
- a) Residential Services that include supervision while on-site, behavioral management services, psychological services, and meals and documentation of all such services as reasonable and customary in order to enable the Parent/Guardian and the District to review the services.
 - b) Educational services supervised by properly certified teacher documented as reasonable and customary in order to enable the Parent-Guardian and the District to review such services.
 - c) Related Services documented as reasonable and customary including, if or as indicated:
 - i. Behavior therapy;
 - ii. Health services;
 - iii. Speech therapy.
- 8) Transportation Services will be provided by the Contractor. Other services provided by the Contractor which may be billed separately to the District may include the following depending on the ARD documentation provided to the Day School by the District:
- a) In-Home Training;
 - b) Parent Training;
 - c) Teacher/Staff Training;
 - d) In-Service Training;
 - e) Any supervision/training provided by the Contractor on Seguin ISD premises.

Prior to instituting such services, Contractor shall give written notice as soon as reasonably practical to the District.

- 9) The District will pay to the Contractor for its complete and satisfactory performance of this Contract Three Hundred Eleven Thousand Dollars (\$311,000.00) for all the services covered by this Contract which includes a daily per diem of \$1000.00 for each of the 311 calendar days of the Texas Hill Country School's service calendar. This sum shall be earned and payable in monthly installments in the amounts specified in each monthly billing provided the District by the Contractor.

In the event of an absence from the rehabilitation program (hospitalization, home visits, or vacation) of fourteen days or less, a bed-hold rate will be charged at the full per diem rate equivalent. For absences of more than 14 [fourteen] days, a bed-hold

shall be pro-rated to the date of discharge. If the ARD committee decides that the student should return to day school services, the new daily rate will be determined; however the parties to the Contract acknowledge that the least restrictive environment cannot change from Residential to Day School without the District holding a duly constituted ARD meeting with the Contractor and the Parent/Guardian and execution of a new contract.

- 12) This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objects herein contained and as stated in the ARD committee report.
- 13) The expected outcomes of this Contract include, but are not limited to, successful treatment as indicated by progress on treatment plan goals, behavior stabilization, graduation if appropriate, the provision of a free appropriate public education including specified related services, and assistance with transition to less restrictive environments such as back to Seguin High School, and/or fulfillment of specified time period on Contract for attendance of Student.
- 14) At the end of the contracting period the Contractor will provide the District with all necessary and appropriate paperwork regarding the Student including documentation of progress and whether goals and objectives have been met.
- 15) Notice required by this Agreement shall be made in writing and delivered to the parties to and at:

Tangram Rehabilitation Network, Inc.
d/b/a Texas Hill Country School
Jane Stewart, Executive Director
1320 Wonder World Dr., Ste 104
San Marcos, Texas 78666

Seguin Independent School District
Halcy Martin-Dean, Director of Special Education
1221 E. Kingsbury
Seguin, Texas 78155

Seguin Independent School District
Rebecca Bloxham, Special Education Coordinator
1221 E. Kingsbury
Seguin, Texas 78155

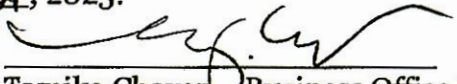
- 16) Notwithstanding any provisions or conditions in this Contract to the contrary, this Contract in its particulars is subject to and governed by all Texas state laws and Texas State Board of Education policies, and any recourse to judicial action under this Contract shall be in the courts of the state of Texas unless under federal jurisdiction.

rate of one-half the per diem rate will be charged starting on the 15th [fifteenth] day of absence. Absences of greater than 30 [thirty] days may constitute grounds for discharge.

The first payment is due on October 25, 2023 and shall be due and payable on or before the same day of each succeeding calendar month thereafter until the entire sum is paid in full. Failure to pay for services rendered may result in the Student's discharge from the program and/or initiation of collection procedures.


- 10) The Contractor will maintain its records and accounts for a minimum of three years to assure a proper accounting to the District of all money, state and/or federal, applicable to this Contract. The Contractor will compile and furnish to the District and the parent/legal guardian any reports that the District requires to comply with applicable laws, rules, and regulations of the State of Texas Board of Education and in order to comply with all applicable federal regulations and executive orders.
 - a) Individual Education Plans ("IEP"): To be furnished by the school district ARD committee. The IEP will be jointly implemented and monitored by the Contractor and the School District.
 - b) Progress and reports related to the IEP: To be furnished in writing by the Contractor to the District (who will then forward to the Parent/Guardian) on a schedule provided by the ARD committee.
 - c) Copies of all psychological evaluation reports or evaluations released to the Contractor's related services providers.
 - d) The District is responsible for providing annual re-consideration at an ARDC meeting of appropriateness of the instructional arrangement.
 - e) The three-year Full and Individual Evaluation shall be responsibility of the District.
 - f) Scheduling and holding duly constituted ARDC meetings shall be the responsibility of the District however the Contractor agrees to cooperate in providing a meeting place for such ARDC meetings and attendance by Contractor's employees and related services providers as needed. In addition, the Contractor agrees to notify the District as soon as reasonably practical if any events occur which would occasion the need for an ARDC meeting. Examples of such events include but are not limited to three or more unexcused absences by the Student during the Contract Period, failure of the Student to complete work or cooperate with educational or behavioral management services during the Contract Period, or a statement of dissatisfaction of the Parent/Guardian to the Contractor about the services received by the Student at the Day School.
- 11) The term of this Contract shall begin on September 25, 2023. The Contract may be terminated unilaterally by either party with thirty-day (30) notice or if student is absent for thirty consecutive days without written or pre-approved excuse. In the event that the Contract is terminated prior to the Contract Period, fees and charges

Accepted and approved on behalf of Texas Hill Country School this the 28th day of September, 2023.

By: 

Tamika Chavez Business Office Manager for Jane Stewart, Executive Director
Tangram Rehabilitation Network, Inc.
d/b/a Texas Hill Country School
Duly authorized

Accepted and approved on behalf of Seguin Independent School District this the 25th day of September, 2023.

By: 

Seguin Independent School District
Duly authorized

**Contract by and Between
Seguin Independent School District
And
Tangram Rehabilitation Network, Inc.
d.b.a. Texas Hill Country School**

Contract Period: August 15, 2023 to May 23, 2024

Contract Amount: \$800.00 per diem for 168 days, totaling = \$134,400.00 for contract period

Student:

- 1) This Contract and Agreement ("Contract") is entered into by and between Seguin Independent School District hereinafter called "District" and Tangram Rehabilitation Network, Inc. d.b.a. Texas Hill Country School, hereinafter called "Contractor", for the purpose of providing services to a student eligible for special education services pursuant to the "IDEA" who is both under the age of twenty-two (22) years and is a resident of the state of Texas.
- 2) The Contractor will provide the specialized facilities and qualified and appropriately certified personnel, in accordance with 34 CFR 300.16 and 19 TAC 231.1 necessary to supply all services covered by this contract (with the exception of transportation services to and from Texas Hill Country School) without cost or charge to parents, guardians, surrogate, or adult student.
- 3) The Contractor will ensure that at all times a properly certified teacher, as set forth above, will supervise all instruction encompassed by this Contract.
- 4) Written authorization by the parent, guardian, or adult client is necessary to release any confidential information, as related to the services covered by this Contract. The only exception would be any court ordered release of information. Contractor agrees to comply with the Family Educational Rights and Privacy Act (FERPA)
- 5) During the Contract Period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this Contract, the District may withhold payment to Contractor until said facilities and/or personnel are regained. Mediation or arbitration will be used for conflict resolution.
- 6) The District and the Contractor agree and understand that the parent(s) or Guardian(s) of this student have voluntarily given their permission for this Student to participate in all activities of the Texas Hill Country School and to receive the services indicated below and provided under the terms of this Contract.
 - a) Day School Services that include supervision while on-site, behavioral management services, psychological services, and meals as indicated
 - b) Educational services supervised by properly certified teacher

- c) Related Service including, as indicated,
 - i) Behavior Therapy
 - ii) Health Service
 - iii) Counseling – group conflict resolution
 - iv) Occupational and Speech therapy

- 7) Transition Services, including mileage are billed separately from Day School Services contracts and are not considered part of this agreement. Transition services include:
 - a) In-Home Training
 - b) Parent Training
 - c) Teacher / Staff Training
 - d) In-Service Training
 - e) Any supervision / training provided by the Contractor on Seguin Independent School District premises

- 8) **The District will pay to the Contractor for its complete and satisfactory performance of this contract One Hundred, Thirty-Four Thousand, Four Hundred Dollars (\$134,400.00) for all the services covered by this contract. Daily per diem \$800.00 for each of the 168 scheduled instructional days of the Texas Hill Country School 2023-24 calendar. This sum shall be earned and payable in monthly installment in the amounts specified in each monthly billing. Days of absences that are not pre-approved or planned will be billed at the daily rate. This first payment is due on September 25, 2023 and shall be due and payable on or before the same day of each succeeding calendar month thereafter until the entire sum is paid in full. Failure to pay for service rendered may result in the individual's discharge from the program and/or initiation of collection procedures.**

- 9) The District and Contractor will collaborate at the end of each individual grading period to assess any adjustments that may need to be made to fees established at the conception of this agreement. Fees may be adjusted if supports are increased/decreased in accordance with student behavioral and instructional needs. If it is determined that an adjustment is necessary, a new contract will be executed. During this instance the thirty-day notice may be waived.

- 10) The Contractor will maintain its records and accounts for a minimum of three years to assure a proper accounting to the District of all moneys, state and federally applicable to this contract. The Contractor will compile and furnish to the District and the

parent/legal guardian any reports that the District requires to comply with applicable laws, rules, and regulations of the State of Texas Board of Education and in order to comply with all applicable federal regulations, and executive orders

- a) Individual Education Plans ("IEP"): To be furnished by the school district A.R.D committee. The IEP will be jointly implemented and monitored by the Contractor and the School District.
 - b) Progress and reports related to the IEP: To be furnished by the Contractor.
 - c) Copies of all psychological evaluation reports or evaluations released to other related services.
 - d) The District is responsible for providing annual re-evaluation of appropriateness of instructional arrangement.
 - e) The three-year Full and Individual Evaluation shall be the responsibility of the District.
 - f) A.R.D. is the responsibility of the sending School District.
- 11) The term of this Contract shall begin on August 15, 2023. The Contract may be terminated unilaterally by either party with thirty-day [30] notice or student is absence for seven consecutive days. In the event that the Contract is terminated prior to the Contract Period, fees and charges shall be pro-rate to the date of discharge. If the A.R.D. committee decides that the student should be admitted residentially, a new contract will be executed. During this instance the thirty-day notice may be waived.
- 12) This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and object herein contained and as stated in the Admission, Review, and Dismissal Committee Report ("A.R.D.").
- 13) The expected outcomes of this contract include but are not limited to successful treatment as indicated by progress on treatment plan goals, behavior, stabilization, graduation, transition to less restrictive environments, and/or fulfillment of specified time period on contract.
- 14) At the end of the contracting period the contractor will provide the District with all paperwork regarding the student.
- 15) Notice required by this agreement shall be made in writing and delivered to the parties to and at:

Tangram Rehabilitation Network, Inc.
d.b.a. Texas Hill Country School
Jane Stewart, Executive Director

1320 Wonder World Dr., Ste 104
San Marcos, Texas 78666

Seguin ISD
Halcy Martin-Dean, Director of Special Education
1221 E. Kingsbury
Seguin, TX 78155

Seguin ISD
Rebecca Bloxham, Special Education Coordinator
1221 E. Kingsbury
Seguin, TX 78155

16) Notwithstanding any provisions or conditions in this contract to the contrary, this contract in its particulars is subject to and governed by all Texas State Laws and Texas State Board of Education Policies, and any recourse to judicial action under this contract shall be in the courts of the State of Texas unless under federal jurisdiction.

Accepted and approved on behalf of Texas Hill Country School this the 14 day of July 2023.

By: Jane Stewart

Jane Stewart, Executive Director
Tangram Rehabilitation Network, Inc. d.b.a.
Texas Hill Country School
Duly authorized

Accepted and approved on behalf of Seguin Independent School District this the 14 day of July 2023.

By: Halcy Martin-Dean

Title: Director of Special Education

Seguin ISD
Duly authorized

INFORMATION ITEM: **Information Regarding Purchases Through the BuyBoard Purchasing Cooperative for a total cost of \$198,619**

RECOMMENDATION: The following purchases were made through the BuyBoard Purchasing Cooperative:

*Meteor Education, LLC: Reference #667-22 Furniture for School, Office, Science, Library, and Dormitory - \$198,619

RATIONALE: Seguin ISD participates in several purchasing cooperatives. A purchasing cooperative is an administrative agency created in accordance with various state statutes. All catalogs and items available for purchase on the cooperative are competitively procured and awarded by the cooperative's board of trustees.

Additional information regarding these purchases is provided below:

* Meteor Education, LLC is providing partition walls for the renovation of the PLC at Central Office.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH (LOCAL) Purchasing and Acquisition

BUDGET IMPACT / INFORMATION: Funds are provided by the General Operating Fund and Oak Park Mall Fund.

EXHIBITS: None

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

Submitted by:
(Signature)



Date Submitted: 11/28/23

(Name)
(Address)
(Telephone)

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

INFORMATION ITEM:

Information Regarding the Contract Between Seguin ISD and The Holdsworth Center in the Amount of \$300,000

RECOMMENDATION:

That the Board of Trustees receives information regarding Seguin ISD's contract with The Holdsworth Center for educational services and events.

RATIONALE:

The Holdsworth Center will provide educational professional development services to Seguin ISD employees for a term of four (4) years. District staff participate in leadership development programs designed to support educational leaders.

REFERENCE and COMPLIANCE:

CH(LEGAL) and CH (LOCAL) Purchasing and Acquisition

BUDGET IMPACT / INFORMATION:

Funds are provided by the General Operating Fund.

EXHIBITS:

Memorandum of Understanding

RESOURCE PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)

Date Submitted: 11/28/23

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

**THE HOLDSWORTH PARTNERSHIP
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”), dated as of March 27, 2023 (the “**Effective Date**”), is by and between The Holdsworth Center (“**Holdsworth**”), a Texas Nonprofit Corporation, and the Seguin Independent School District, a Texas independent school district (“**District**” and together with Holdsworth, the “**Parties**”, and each a “**Party**”).

RECITALS

A. Driven by the belief that great leaders can push student achievement levels to new heights, Holdsworth partners with Texas public school districts to help educators become experts at leadership and to grow stronger leaders within their own systems. Founded in 2017 by H-E-B Chairman Charles Butt, Holdsworth makes investments within districts and brings education leaders from across Texas to learn at its Campus on Lake Austin, a one-of-a-kind place dedicated to the idea that public education matters. Holdsworth’s mission is to impact, over time, the quality of public education for all Texas students by supporting and developing educational leaders.

B. Holdsworth, a licensed provider of Continuing Professional Education (“**CPE**”) professional services (CPE No. 902-539), pursues its mission by developing, providing, and procuring substantial funding for unique and proprietary leadership development programs to Texas public school districts designed to support and develop district leaders, principals, and other educational leaders within the school districts, including The Holdsworth Partnership.

C. The Holdsworth Partnership (the “**Partnership**”), which relies on Holdsworth’s proprietary copyrighted materials, is a four-year multifaceted investment to help school districts grow a strong bench of outstanding district and campus leaders. Throughout the Partnership, Holdsworth gives teams of leaders the inspiration, tools, and resources needed to grow through carefully curated sessions and consulting services provided by the Partnership’s key programs and services (as further detailed in this MOU): the District Leadership Program, District Support Team, and Campus Leadership Program.

D. District wishes to engage Holdsworth to provide the Partnership and related services to District, and Holdsworth is willing to perform such services under the terms and conditions of this MOU. District understands, agrees, and commits to perform its responsibilities as further detailed in this MOU in order to facilitate the success of the Partnership.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holdsworth and District agree as follows:

**ARTICLE 1
THE HOLDSWORTH PARTNERSHIP**

1.1. Holdsworth Programs. Holdsworth will provide to District the services and programs generally referred to as The Holdsworth Partnership as further described in Exhibit A to this MOU (the “**Services**” or “**Program(s)**”). Services may be provided in person, virtually, or in

a hybrid format (i.e., in a combination of in-personal and virtual learning experiences) in the sole discretion of Holdsworth.

1.2. Holdsworth Obligations. Holdsworth will comply with all applicable local, state, and federal laws, regulations, and ordinances and will perform the Programs in a professional manner in accordance with industry standards. District acknowledges that the Programs may be provided by contractors of Holdsworth (such as, for example, executive coaches) in Holdsworth's sole discretion without prior notice to, or approval of, District. Holdsworth is responsible, in its sole discretion, for assigning and reassigning Holdsworth's employees and contractors, as appropriate, to perform the Programs. District may, however, make recommendations to Holdsworth regarding desired changes in personnel, and Holdsworth will consider such recommendations in assigning and reassigning Holdsworth's employees and contractors.

ARTICLE 2 OBLIGATIONS OF DISTRICT

2.1. District Obligations. To facilitate the success of the Programs to be provided to District pursuant to this MOU, District agrees to do all things reasonably necessary to ensure the successful implementation of each Program provided by Holdsworth under this MOU including, for example, at least the obligations outlined in Exhibit A.

2.2. Requirement of District to Cooperate with Holdsworth. The District will work cooperatively with Holdsworth to coordinate the successful implementation of the applicable Programs.

2.3. Holdsworth Campus. Holdsworth is located at 4907 Ranch Road 2222, Austin, Texas 78731 ("**Campus on Lake Austin**"), and Holdsworth has entered into an agreement with the City of Austin to reduce vehicular trips to and from the Campus on Lake Austin (a Transportation Demand Management Program or "**TDMP**"). In order to ensure full compliance with the TDMP, carpooling and ride sharing are encouraged and, in some cases, will be required.

ARTICLE 3 PAYMENT AND EXPENSES

3.1. District Payment. In consideration of the provision of the Programs by Holdsworth and the rights granted to District under this MOU, District will make payments to Holdsworth as set out in Exhibit A. District's payment must be made within 30 days of receipt by District of an invoice from Holdsworth.

3.2. Transportation and Lodging Costs for District Personnel. The District is responsible for the cost of transportation of all Program participants to Program activities that occur in Texas (if any), including, for example, at the Campus on Lake Austin (lodging at the Campus on Lake Austin is covered by Holdsworth). Holdsworth is responsible and shall pay for all transportation and lodging costs of Program participants to Program activities that occur outside of Texas (if any).

3.3. Late Payments. In addition to all other remedies available under this MOU or at law (which Holdsworth does not waive by the exercise of any rights hereunder), Holdsworth shall

be entitled to suspend the provision of any Services if District fails to pay any undisputed amounts when due hereunder and such failure continues for 30 days following written notice thereof.

ARTICLE 4 PROGRAM EVALUATION; DATA SHARING

4.1. Program Evaluation. A key component of the success of the Programs is the ongoing evaluation of District's participation in the applicable Programs in order to support the implementation of such Programs and to continue to improve the effectiveness of such Programs. During the Term of this MOU, the Parties will utilize emerging data and findings from approved evaluation activities to collaboratively and continuously improve the applicable Programs and to conduct ongoing evaluation of the Programs.

4.2. Data Sharing Agreement. Not later than ninety (90) days after the Effective Date of this MOU, the Parties will enter into a data sharing agreement (the "**Data Sharing Agreement**") relating to the Programs described in this MOU. Data accessed through this Data Sharing Agreement will be used for the purposes of evaluation and continuous improvement of the Programs as described in Section 4.1 of this MOU. Throughout the partnership, District will support Holdsworth research and evaluation activities as further detailed in the Data Sharing Agreement.

ARTICLE 5 OWNERSHIP AND CONFIDENTIALITY OF HOLDSWORTH MATERIALS

5.1. Ownership and Confidentiality of Holdsworth Materials. The Parties acknowledge, understand, and agree that, as between the Parties, all intellectual property rights, in and to all documents, work product, and other materials that are delivered to District or any District personnel under this MOU or that are prepared by, developed, or created by or on behalf of Holdsworth in the course of performing the Services, including, for example, educational documents, materials, methods, and presentations, surveys, questionnaires, toolkits, assessments, planning dashboards, and training documents (collectively, "**Holdsworth Materials**") shall be owned as between the Parties (except for any information provided by District to Holdsworth that is subject to the Data Sharing Agreement) solely by Holdsworth even if such Holdsworth Materials are developed or created with the input, comment, help, or assistance of District or its personnel. Except for the limited license granted in this Section 5.1, this MOU does not transfer to District or any District personnel any interest in Holdsworth's intellectual property rights, including, for example, Holdsworth's copyrights in and to the Holdsworth Materials. The Holdsworth Materials, along with all copies and derivative works of the Holdsworth Materials (including those authorized by Section 5.2 of this MOU), are the proprietary and confidential information of Holdsworth and may be used or disclosed by District or District personnel only in accordance with the limited rights granted in Section 5.2 of this MOU. If District is required by applicable law to make any disclosure of Holdsworth Materials that is constrained by this MOU, District shall provide Holdsworth with prompt written notice of such requirement and provide reasonable assistance to Holdsworth so that Holdsworth may seek appropriate relief protecting the Holdsworth Materials from public disclosure, and District may furnish only that portion of the Holdsworth Materials that District is legally compelled or is otherwise legally required to disclose. In addition, District shall provide prompt notice to Holdsworth of any request it receives under a Texas Public Information

Act request, and the Parties agree that Holdsworth has the right, in its option, to seek an opinion from the Texas Attorney General as to whether the information may be withheld from disclosure.

5.2. Limited License. Holdsworth hereby grants to District a nonexclusive, royalty-free, non-transferrable (unless this MOU is validly assigned), sublicensable (but only to District's Program participants and other employees or staff of District), terminable, limited license to access, use, copy, and create derivative works of the Holdsworth Materials solely for the purpose of participating in the applicable Programs or implementing within District the principles, resources, and learning objectives of the applicable Programs. For the sake of further clarity, the license in this section does not grant to District or any District personnel any right to access, use, copy, distribute, or create derivative works of the Holdsworth Materials to provide services or information to third parties or non-District personnel. Holdsworth may terminate the license granted in this Section 5.2 upon thirty (30) days' notice in its sole discretion. Upon termination or expiration of this license, District shall cease, and shall ensure that all District personnel cease, all use of the Holdsworth Materials. Upon Holdsworth's request, District will return or destroy, and cause all District personnel to return or destroy, all Holdsworth Materials. Except as otherwise provided in this Section 5.2, the license granted in this Section shall survive any termination or expiration of this MOU. Holdsworth shall have the right at any reasonable time to review District's use of the Holdsworth Materials in order to confirm District's compliance with the limited license granted in this Section 5.2.

5.3. Trademarks. Each Party grants to the other Party a nonexclusive, royalty-free, non-transferrable, non-sublicensable limited license to use its trademarks, including its names and logos, for publicity and advertising relating to the Program, with prior written permission of the other Party. No Party may use the other Party's marks, name, or goodwill in a manner that would diminish or tarnish the goodwill of the other Party. Each Party must abide by reasonable guidelines for use of the other Party's trademarks, including its names and logos, as provided by the other Party from time to time. Either Party may terminate the license granted to the other Party in this Section 5.3 upon written notice in the event that the other Party breaches any of the requirements of this Section. Except as otherwise provided in this Section 5.3, the licenses granted in this Section shall survive any termination or expiration of this MOU.

5.4. Injunctive Relief. The Parties agree that Holdsworth may suffer irreparable harm from a breach or threatened breach by District of any of this Article 5 and that in such event, Holdsworth, in addition to all other rights and remedies, may seek specific performance and/or injunctive relief to enforce or prevent any violations of this Article 5 without the requirement of posting any bond (or with the posting of a nominal bond if a bond is required by applicable law).

ARTICLE 6 TERM; TERMINATION

6.1. Term and Survival. This MOU shall commence as of the Effective Date and shall continue thereafter until the conclusion of the Programs provided under this MOU unless sooner terminated in accordance with Article 6 of this MOU (the "**Term**"). This Section 6.1, Article 5, Sections 6.4, 7.2, 7.3, 7.4, 7.5, and Article 8 of this MOU, and any right or obligation of the Parties in this MOU that by its nature should survive termination or expiration of this MOU, shall survive any termination or expiration of this MOU.

6.2. Termination for Cause. Either Party may terminate this MOU, effective upon written notice to the other Party (the “Defaulting Party”) if the Defaulting Party materially breaches this MOU, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach. Failure of District to timely make any payment required under this MOU shall be considered a material breach.

6.3. Termination for Convenience at End of School Year. Notwithstanding any other provision of this MOU, either Party may terminate this MOU at any time, with or without cause, effective as of the last day of the District school year in which notice of termination pursuant to this Section 6.3 is given, by providing notice of termination pursuant to this Section 6.3 at least 90 days prior to the end of the District school year.

6.4. Transition. In the event District provides notice of termination of this MOU pursuant to Section 6.2 or 6.3, Holdsworth will, upon receipt of such notice of termination, take commercially reasonable steps to bring Holdsworth’s work to a close in an orderly manner, furnish to District all Materials resulting from the Programs created as of the date of such notice, and provide a status report on outstanding and in process work and Materials. In the case of a termination by either Party pursuant to Section 6.3 of this MOU or by Holdsworth pursuant to Section 6.2 of this MOU, District shall continue to be obligated to pay Holdsworth for any Services rendered by Holdsworth prior to the end of the then-current school year in accordance with the payment terms herein.

ARTICLE 7
LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1. Limited Warranty. Holdsworth warrants that it shall perform the Services:

- (a) in accordance with the terms and subject to the conditions set out in this MOU;
- (b) using personnel of commercially reasonable skill, experience and qualifications; and
- (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

7.2. Sole and Exclusive Remedy for Breach of Warranty. Holdsworth’s sole and exclusive liability and District’s sole and exclusive remedy for breach of the limited warranty provided under Section 7.1 shall be as follows:

- (a) Holdsworth will use reasonable commercial efforts to promptly cure any such breach; provided, that if Holdsworth cannot cure such breach within a reasonable time (but no more than 30 days) after District’s written notice of such breach, District may, at its option, terminate the MOU by serving written notice of termination in accordance with Section 6.2.

(b) The foregoing remedy will not be available unless District provides written notice of such breach within 30 days after performance of such Services giving rise to such breach.

7.3. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU OR THE DATA SHARING AGREEMENT, HOLDSWORTH DOES NOT MAKE ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SERVICES PROVIDED UNDER THIS MOU, OR ANY WORK PRODUCT OR MATERIALS DEVELOPED UNDER THIS MOU AND HOLDSWORTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DISTRICT UNDERSTANDS AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU, HOLDSWORTH IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, AND/OR TIME AND COST OF DEVELOPMENT.

7.4. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF ARTICLE 5, AS OTHERWISE PROVIDED IN THE DATA SHARING AGREEMENT, AND FOR DAMAGES RESULTING FROM A PARTY'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO THE OTHER PARTY, THE OTHER PARTY'S REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.5. LIMITATION ON AGGREGATE HOLDSWORTH LIABILITY. EXCEPT FOR DAMAGES RESULTING FROM HOLDSWORTH'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL HOLDSWORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOLDSWORTH PURSUANT TO SECTION 3.1 OF THIS MOU.

ARTICLE 8 GENERAL AND MISCELLANEOUS PROVISIONS

8.1. Insurance. Holdsworth will carry insurance during the Term of this MOU with responsible insurance carriers acceptable to District rated A or better by A.M. Best, including

coverage for workers' compensation and employer's liability, automobile liability, and general commercial liability, and will provide certificates of insurance evidencing its insurance coverage when requested by District.

8.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Holdsworth shall be under its own control, District being interested only in the results thereof. Holdsworth shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this MOU shall give District the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this MOU shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

8.3. Entire Agreement. This MOU, including and together with any related exhibits, schedules, attachments and appendices (which are all incorporated by reference as if fully set forth in this MOU), constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this MOU and the terms and conditions of any exhibit to this MOU, the terms and conditions of this MOU shall supersede and control.

8.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this MOU (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) with a copy also delivered by email. Except as otherwise provided in this MOU, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to District:

Seguin Independent School District
1221 E. Kingsbury
Seguin, Texas 78155
Attention: Superintendent, Dr. Matthew Gutierrez
Email Address: mgutierrez@seguin.k12.tx.us

Notice to Holdsworth:

The Holdsworth Center
4907 Ranch Road 2222
Austin, Texas 78731

Telephone: 737-946-7001

Attention: Vice President, Dr. Pauline Dow

Email Address: pdow@holdsworthcenter.org

8.5. Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

8.6. Counterparts, Facsimile & Email Transmissions. The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by email or facsimile transmission, and email or facsimile copies of executed signature pages shall be binding as originals.

8.7. Assignment. Neither Party may assign or delegate any rights or obligations under this MOU without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 8.7 shall be null and void.

8.8. Successors and Assigns. This MOU will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

8.9. Amendment. This MOU will not be altered, amended, modified, or supplemented except in a written document executed by authorized representatives of both Parties.

8.10. Waiver. No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU, nor will such waiver constitute a continuing waiver unless otherwise expressly stated. A Party's failure to enforce any provision of this MOU shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this MOU.

8.11. Severability. If any term or provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this MOU to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.12. No Third-party Rights. This MOU is made for the sole benefit of Holdsworth and District and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

8.13. Headings and Captions. The headings and captions appearing in this MOU have been included only for convenience and shall not affect or be taken into account in the interpretation of this MOU.

8.14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU (except for any obligations of the District to make payments to Holdsworth hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, freeze, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the Effective Date; (f) national or regional emergency; (g) telecommunication breakdowns or power outages or shortages; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

8.15. Compliance With Laws. Each Party represents and warrants that it shall comply fully with all applicable federal state, and local laws, rules, and regulations in performing their respective duties and obligations under this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives, effective as of the Effective Date.

THE HOLDSWORTH CENTER

SEGUIN ISD

By: 

By: 

Print Name: Dr. Lindsay Whorton

Print Name: Matthew Gutierrez

Title: President

Title: Superintendent

Date: May 5, 2023

Date: 5/4/23

EXHIBIT A
THE HOLDSWORTH PARTNERSHIP

I. Description of The Holdsworth Partnership

The Holdsworth Partnership (the “Partnership”) is a four-year multifaceted investment to help school districts grow a strong bench of outstanding district and campus leaders. Throughout the Partnership, Holdsworth gives teams of leaders the inspiration, tools and resources needed to grow through carefully curated sessions and consulting services provided by the Partnership’s key programs and services (as further detailed below): the District Leadership Program, District Support Team, and Campus Leadership Program.

A. District Leadership Program

The two-year District Leadership Program (“DLP”) gives superintendents and their teams the opportunity to learn from some of the nation’s top leadership experts, receive intensive leadership training from our program team and study high-performing organizations inside and outside the education sector.

<p>In Years 1 – 2 of the Partnership, District teams will:</p> <ul style="list-style-type: none">• Attend multi-day DLP Sessions (including summer sessions)• Receive Executive Coaching for at least one member of the district leadership team
<p>By the end of DLP, District teams will have:</p> <ul style="list-style-type: none">• Deepened skills to build personal leadership, effectively grow and empower others, and create change;• Built a collaborative network of peers from across the state, both through individual relationships and Holdsworth peer advising groups; and• Received personalized leadership coaching for one or more members of the district leadership team.

B. District Support Team

A cornerstone of the Partnership, Holdsworth’s District Support Team (“DST”), is a group of consultants that embeds in partner districts throughout the four-year Partnership. DST consultants work with central office leaders to define what great leadership looks like in their district, and the outcomes they hope to achieve. DST then helps districts build custom solutions to identify and develop future campus leaders, place them in leadership roles, and support them as they progress in their leadership journey. Consultants from the DST are frequently on the ground in the district helping shepherd the work, maintain alignment, and support District staff to equip District staff to sustain the benefits experienced by District as a result of the Partnership beyond the four years of the Partnership.

In Years 1- 4 of the Partnership, District will

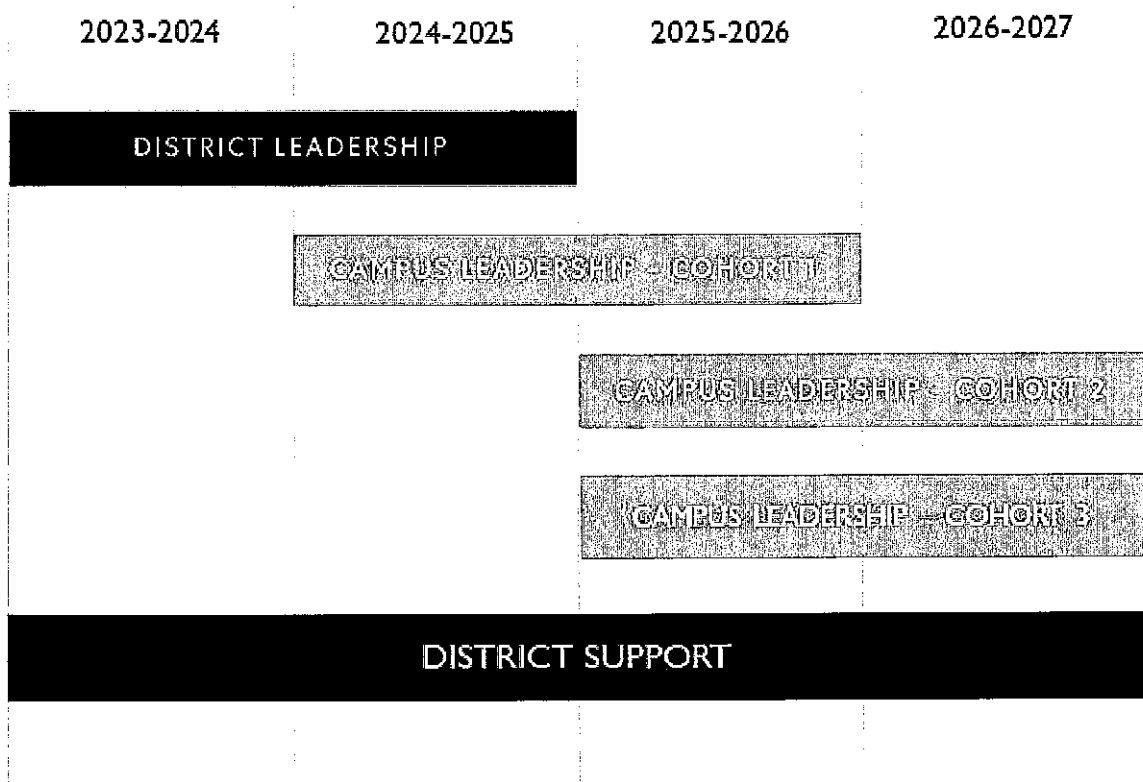
- Receive support for workstreams focusing on building vision and momentum for leadership development, completing a thorough assessment of leadership development systems present in District, developing leadership definition, and launching process to strategically plan and prepare for principal vacancies;
- Receive in-district on-the-ground support for workstreams; and
- Receive weekly advising support to strengthen sustainability for completed and ongoing workstreams.

By the end of DST Services, District will have:

- Planned and managed a 4-year change management arc in leadership development approach and practices;
- Received project management expertise for launching, leading, and maintaining momentum on priority workstreams;
- Learned from best-in-class examples and practices of leadership development from other districts and sectors;
- Developed or assisted in development of tools, processes, and systems to support high-quality leadership development systems;
- Measured impact of workstreams and engaged senior team in continuous improvement and refinement of priority workstreams; and
- Strengthened systems and structures that empower district leaders to sustain the work beyond the partnership.

C. Campus Leadership Program

In the Campus Leadership Program (“CLP”), select District principals plus a team of teachers and other campus leaders selected in consultation with Holdsworth embark on a two-year learning journey to become stronger leaders and create change by getting to the root cause of issues before generating solutions. To create a common language and understanding of leadership principles, Holdsworth invites approximately forty to forty-five percent of schools within District to join the CLP. Over the course of the CLP, these participating schools will join one of three cohorts of CLP, and each cohort will move through the two-year CLP as illustrated below:



In addition, principals selected to participate in the CLP will be matched with an executive coach to support their personal leadership goals.

- | |
|---|
| <p>In the CLP Year 1 - 2, District campus teams selected for the CLP will:</p> <ul style="list-style-type: none"> • Attend multi-day CLP sessions (including summer sessions); and • Receive personalized leadership coaching (for principals only). |
| <p>By the end of the CLP, District campus teams selected for the CLP will have:</p> <ul style="list-style-type: none"> • Learned from expert faculty and guest lecturers; • Practiced skills such as giving and receiving feedback, active listening, coaching others and analyzing data; • Worked with their campus team to build a shared vision, stronger relationships and collaborate on a “Problem of Practice”; • Collaborated with a wider network of district leaders, campus staff, students, and families around their campus’s Problem of Practice; • Built a supportive network of peers from across the state; • Received the support of a leadership facilitator inside and outside of sessions, through email, phone calls and in-person or virtual school visits; and • Received personalized leadership coaching (for principals only). |

II. District Obligations

To facilitate the success of The Holdsworth Partnership, District agrees to do the following:

- A. obtain formal approval and commitment by District’s Board of Trustees or other appropriate body or individuals to support full participation by District’s designated participants in all aspects of the Partnership, including support for the time commitment for District participants as reflected in this Exhibit A;
- B. obtain commitment by the District superintendent and the District leadership team designated by the superintendent to fully and effectively participate in all components of the Partnership, as applicable;
- C. obtain commitment by District’s campuses, principals and campus teams, selected by District and approved by Holdsworth, to fully and effectively participate in the required components of the Partnership, as applicable;
- D. obtain commitment by all of District’s Partnership participants to attend and fully participate in all scheduled components of the Partnership, including, as applicable, scheduled trips and learning activities, unless otherwise agreed to by Holdsworth for extenuating circumstances and to participate fully when attending Partnership activities. Full participation means each District participant will be in attendance for the full time of the Partnership activities (i.e. the participant will not arrive late or leave early), actively participate in Partnership activities, and minimize time spent on non-Partnership activities, such as phone discussions and emails while present at Partnership activities. Full participation also requires the completion of all work, including participant feedback and assessments, evaluations, and individual activities that may occur between Partnership activities.

III. District Payment Schedule

	Payment Due	DLP¹	DST	CLP²	Total
School Year 1	December 1 st , 2023	-	\$58,000	-	\$58,000
School Year 2*	December 1 st , 2024	-	\$58,000	\$11,000	\$69,000
School Year 3*	December 1 st , 2025	-	\$58,000	\$33,000	\$91,000
School Year 4*	December 1 st , 2026	-	\$58,000	\$22,000	\$80,000

¹ The cost of the DLP is covered by Holdsworth and is provided at no cost to District.

² The cost to the District of CLP is calculated at \$5,500 per campus, per year; approximately 40-45% of campuses in a District participate.

Total*		-	\$232,000	\$66,000	\$298,000
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*The payments shown in the table above for school years 2-4 of the Partnership are provided for illustrative purposes and will be invoiced to District by Holdsworth only if District does not timely terminate the MOU in accordance with Section 6.3 of the MOU. Section 6.3 of the MOU provides District with a right to terminate the MOU at any time, with or without cause, effective as of the last day of the District school year in which notice of termination is given, by providing notice of termination to Holdsworth at least 90 days prior to the end of the District school year. District will not be responsible for any payments for any years of the Partnership shown in the table above that are for years after the year in which a timely notice of termination is provided by District to Holdsworth. For example, if District provides a notice of termination on February 1 of school year 1 (i.e., more than 90 days prior to the end of the then-current school year), District will not be responsible for any payments illustrated in the table above for school years 2-4.

IV. **Other Terms**

- E. Workspaces. The District will provide workspace for use by Holdsworth personnel for those Partnership activities that occur at District. In general, the workspace will accommodate up to three people and be appropriate for conducting Partnership Services, which will include a reasonable degree of privacy for such work activities and be located in District's primary administrative office building or a similar administrative facility of District.

- F. Communication. The District and Holdsworth understand the importance of continued communication and engagement during the course of the Partnership. As such, District commits to periodic and regularly scheduled in-person sessions in order to discuss implementation and progress during the duration of the four-year Partnership. More specifically, District superintendent commits to meet on at least a quarterly basis during the Partnership with Holdsworth staff or their designee to discuss the Partnership.

- G. Reporting. The District's superintendent and leadership team are responsible for reporting to the District's Board of Trustees periodically regarding Program activities.

- H. Replacement of District Superintendent and Other District Participants. During the Term of the MOU, if the District's superintendent is no longer employed by District, then District and Holdsworth will jointly determine the best path forward with the new superintendent, which may include the new superintendent beginning participation in the applicable Programs upon employment in that capacity. If applicable, if a member of the superintendent's senior district leadership team is no longer employed in a senior district leadership role during the term of the District Leadership Program, then the

superintendent, with the approval of Holdsworth, shall propose a new individual to continue participation in the District Leadership Program (if applicable). If applicable, if a principal or campus team member, who is at the time participating in the Campus Leadership Program, is no longer employed at the school that was selected to participate in the Campus Leadership Program, then the superintendent will propose that principal or campus team member's replacement, subject to agreement of Holdsworth. Holdsworth retains the final decision as to whether any proposed replacement District participant will be allowed to join any parts of the applicable Programs.

INFORMATION ITEM:

Information Regarding the Contract Between Seguin ISD and Stars Private Investigations, LLC in the Amount of \$185,000.

RECOMMENDATION:

That the Board of Trustees receives information regarding Seguin ISD's contract with Stars Private Investigations, LLC for armed campus security services for the 2023-2024 school year.

RATIONALE:

Stars Private Investigations, LLC will provide the district with armed security officers during regular school hours as per the adoption of the resolution pursuant to Texas Education Code 37.0814(c) on August 29, 2023.

REFERENCE and COMPLIANCE:

CH(LEGAL) and CH (LOCAL) Purchasing and Acquisition

BUDGET IMPACT / INFORMATION:

Funds are provided by the General Operating Fund.

EXHIBITS:

Contract

RESOURCE PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)

Date Submitted: 11/28/23

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Seguin Independent School District

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT FOR PROFESSIONAL SECURITY SERVICES is made between Seguin Independent School District (the “District”) and STARS Private Investigations, LLC, DBA SPI Security (“Security Firm” or “STARS Private Investigations, LLC”)

PREMISES

WHEREAS, Seguin Independent School District seeks to contract with a Security Firm to provide armed Security Services for the protection of District students, staff, and property;

WHEREAS, STARS Private Investigations, LLC is a duly licensed security company pursuant to Chapter 1702 of the Texas Occupations Code, and has authority to employ and provide armed security for the protection of persons and premises; and

WHEREAS, the Board of Trustees of Seguin Independent School District wishes to enter into an agreement with STARS Private Investigations LLC, to provide armed Security Officers for the District in accordance with Texas Education Code §37.081;

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

For good and valuable consideration including, without limitation, the mutual promises made in this Agreement the District and the Security Firm hereby agrees as follows:

1. **Parties.** The District is an Independent School District organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 1221 E. Kingsbury, Seguin TX 78155. Security Firm is a Texas Limited Liability Company, located at 7461 Callaghan Rd., Suite 100, San Antonio, TX 78229.
2. **Legal Compliance.** As a material condition of this Agreement, Security Firm agrees to the submission of specific information which includes company licenses, employee licenses or certifications relating to the Security Firm’s qualifications and/or authority to provide the Security Services, liability insurance and provision of fingerprinting results. Security Firm further warrants and represents, as a material condition to this Agreement, that it shall comply with all applicable laws, regulations, requirements, and guidelines that currently exist or may exist or be amended during the term of this Agreement regarding Security Firm’s provision of Security Services herein, and that such applicable laws, regulations, requirements, and guidelines are automatically incorporated into this Agreement. In order to carry out the terms of this Agreement, the District’s Board of Trustees hereby grants the Security Firm authorization for its Security Officers who are duly licensed, and actively engaged in providing armed Security Services pursuant to this agreement, the authority to carry firearms on Seguin ISD Property while engaged in providing Security Services according to this Agreement.
3. **Description of Security Services.** The District engages the Security Firm to provide, and the Security Firm agrees to provide the following Security Services through qualified armed Security Officers to provide for the safety of students, staff, parents, and visitors on District owned premises,

and provide for the safety and welfare of District owned property which shall include armed Security Officers responsible for:

- preventing entry, larceny, vandalism, abuse, fire, or trespass on District property;
- preventing, observing, or detecting unauthorized activity on District property;
- controlling, regulating, or directing the movement of the public, whether by vehicle or otherwise, only to the extent and for the time directly and specifically required to ensure the protection of the District's property;
- protecting students, staff, parents, and guests from bodily harm;
- coordinating with law enforcement agencies and first responders for emergency preparedness;
- assist law enforcement and first responders to the extent requested and practicable in an emergency situation;
- advising the District on safety measures including contributing to the District's safety and security committee, and security audit;
- reporting to District administration and as required herein

Cumulatively (" Security Services"):

4. Providing Services.

A. Contractors shall provide one (1) qualified Armed Security Officer to each Campus listed in the Attachment. The Armed Security Officer shall report as such hours and to such locations as designated by the District, which shall initially be during the hours 7:30 am to 4:00, Monday through Friday from September 1, 2023 until end of School Calendar Year on May 31, 2024. The Contractor further agrees to amend this contract, by change order, to service an additional Campus as requested by Seguin ISD. In addition, Contractor agrees to cover up to thirteen (13) Seguin ISD Campuses as requested by Seguin ISD with adequate notice from Seguin ISD.

Additional services and/ or service adjustments may be added or deleted during the life of this contract as mutually agreed upon in writing between **Seguin ISD** and **Stars Private Investigations, LLC**. If it becomes necessary to revise the specifications after this contract is executed, a written "Change Order" or "Modification to the Contract" shall be executed by the parties and become part of this Contract.

B. While the District shall designate the calendar time frames, locations, and hours within which the Security Services must be provided, the Security Firm shall determine the specific legal and professional means and methods by which the Security Firm will accomplish the Security Services. The Security Firm represents and warrants that it is regularly engaged in the business of performing Security Services as required herein, and that it is fully and appropriately licensed and authorized to provide such Security Services. Security Firm shall provide the Security Services within one (1) hour from the time the District initiates the request. Requests for Security Services shall be made in writing by the District and shall document the required service, time parameters for response, and work assignment details such as location and event type. The District shall notify the Security Firm in writing if service requests must be canceled. The Security Firm is guaranteed a minimum of four (4) hours on-site for each request for service from the District. If the Security Firm fails to meet the response times herein specified, the Security Firm will issue an invoice credit to the District. Such credit shall be based on the hourly labor rate specified in Schedule 1.

5. **Assignment of Security Officers.** The Security Firm shall employ and provide three (3) or more armed Security Officers to perform Security Services pursuant to this Agreement. Stars Private Investigations (SPI Security) are authorized to work at all campuses of Seguin ISD Property. Security Firm shall only provide Security Officers who have a high school diploma, have received Texas

Commission on Law Enforcement (TCOLE) licensure and ongoing training, or licensing pursuant to Chapter 1702 of the Texas Occupation Code, and required ongoing training. ("Security Officers") Security Officers must further complete school safety training provided by a qualified handgun instructor certified in school safety under Section 411.1901, Government Code; and The Security Officers assigned to provide Security Services to the District shall be subject to the approval of the District's Superintendent, and it is agreed that the District in its sole discretion may refuse any particular Security Officer assigned under this Agreement. Utilizing any Security Officer to provide Security Services herein, that was not previously approved by the District is a material breach of this Agreement, and cause for immediate termination. The District may, during the term of this Agreement, request the increase or decrease in the number of Security Officers required.

6. **Security Officers Equipment and Uniforms.** Security Firm shall provide all necessary equipment for Security Officers to perform the Security Services pursuant to this Agreement. Such equipment shall include, but not be limited to, a professional uniform complying with all applicable laws, a handgun to be carried in a retainage holster on a waist gun belt, and patrol vehicles in good condition, complying with all applicable laws and ordinances, and approved by the District prior to deployment. All equipment must be in good working order and free from defects. Use of vehicles and uniforms not prior approved by the District shall constitute a material breach of this Agreement and cause for termination.
7. **Security Officer Conduct on District Premises.** All Security Officers shall act in accordance with the authority granted by their specific level and type of licensure. Security Officers shall at all times comply with the Board Policies of Seguin Independent School District while providing Security Services, or when present on District premises. The Seguin ISD Board Policies, which are incorporated herein for all purposes, are published at <https://pol.tasb.org/PolicyOnline?key=550>. By way of example and not limitation, the District's policies prohibit Security Officers from the following: possession of any tobacco products, e-cigarettes, or vapes on District property; possession of any illegal drug or alcohol on District Property; engaging in routine student discipline or school administrative tasks; having contact with students that is unrelated to providing Security Services, other than contact with students related to the provision of Security Services which involve student behavior. Violation of District policy by a Security Officer providing Security Services herein shall constitute a material breach of this Agreement, and cause for immediate termination.
8. **Payment for Security Services.** The District agrees to pay the Security Firm in accordance with the price and payment terms set forth in **Schedule 1**, and the Security Firm agrees to accept such amounts as full payment for Security Services provided pursuant to this Agreement. Security Firm shall present an invoice to the District at its Business Office located at 1221 E. Kingsbury, Seguin TX 78155, setting forth in detail the Security Services performed, the date and location where such Security Services were performed, the amount due Security Firm as compensation for such Security Services and any other information reasonably requested by the District. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code which shall govern remittance of payment and remedies for late payment and non-payment.
9. **Independent Contractor Relationship.** THE DISTRICT AND THE SECURITY FIRM SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE SECURITY FIRM IS AN INDEPENDENT CONTRACTOR OF THE DISTRICT IN THE PERFORMANCE OF SECURITY SERVICES UNDER THIS AGREEMENT. Security Firm represents and warrants that it is an independent contractor and that it will furnish its own employees, tools, vehicles, products, and Security Services. Security Firm, its Security Officers, employees, agents, and representatives are not employees of the District. Security Firm represents and warrants that it has no right to claims for wages, vacation pay, sick leave, retirement benefits,

health benefits, social security, disability, worker's compensation benefits, or other benefits of any kind, and will indemnify the District for any such claim against the District made by employees of the Security Firm.

10. **Criminal History Reports.** Pursuant to Texas Education Code 22.0834, Security Firm shall obtain criminal history reports through the criminal history clearinghouse for each employee or contractor who will have direct contact with students, and certify to the District that employees or contractors having direct contact with students have no disqualifying criminal history, as defined by Texas Education Code 22.085(a).
11. **Confidentiality of Student Information.** As an independent contractor retained by the District to perform Security Services under this Agreement, the Security Firm and its assigned Security Officers shall be deemed a "school official" as that term is defined in the District's Board Policy, Texas Education Code, and the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) if Security Services require access to, or review of student records or educational records of the District's students, for whom the Security Firm provides Security Services hereunder. The Security Firm and its employees agree to strictly maintain the confidentiality of any and all educational records of students in the District that are disclosed, or reviewed by the Security Firm in accordance with Federal and state laws, rules and regulations.
12. **Non-Reimbursement of Expenses.** The District shall not be liable to the Security Firm for any expenses paid or incurred by the Security Firm including, without limitation, materials/supplies, equipment, insurance, mileage, fuel, or business and travel expenses.
13. **Tax Duties, Responsibilities, and Indemnification.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Security Firm for Security Services provided hereunder. Security Firm is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Security Firm for the performance of Security Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensations taxes, and other fees, charges, licenses or other payments required by law. If a court, administrative agency or other authorized person shall find that the Security Firm is an employee of the District hereunder, the Security Firm shall indemnify and hold the District harmless from and shall pay all taxes, fines, penalties, damages and other costs assessed against or incurred by the District in connection with such a finding by the applicable court, administrative agency or other authorized person.
14. **Insurance.** The Security Firm shall comply with all laws, rules and regulations applicable to worker's compensation and shall provide the District with a certificate of workers' compensation insurance in the amount required by law, and certificates of such other types of insurance as the District may reasonably request, in such form and in such amount as shall reasonably be acceptable to the District. Throughout the term of this contract the Security Firm shall obtain and maintain professional liability insurance in the amount of no less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate as well as Commercial General Liability in the amount of no less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate. Such policy must be issued by a duly licensed insurance company authorized to do business under the laws of the State of Texas.
15. **Indemnification.** SECURITY FIRM SHALL INDEMNIFY AND HOLD THE DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, LOSSES, SUITS, ACTIONS, JUDGMENTS, COSTS, AWARDS AND FEES, INCLUDING ATTORNEY'S FEES, ARISING IN ANY WAY OR RELATED TO SECURITY FIRM'S PROVISION OF SECURITY

SERVICES HEREUNDER OR THE PERFORMANCE BY SECURITY FIRM OF THIS AGREEMENT.

16. **Term and Termination.** This Agreement shall commence on the date specified as September 1, 2023, and shall continue in effect until May 31, 2024, or until terminated as provided herein. The Agreement may be renewed annually for additional one year term by written agreement by the Parties. The District or Security Firm may terminate this Agreement, with or without cause, by giving 30 days written notice of termination to the other party. The District may enter into a multi-year agreement for Security Services to be provided by Security Firm beyond the first fiscal school year covered by this Agreement, however in the event of non-availability of funds in any fiscal year to make payments pursuant to the Agreement, then the Agreement may be terminated with no penalty to the District.
17. **No Authority To Bind the District.** The Security Firm has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
18. **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that party specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

Notice For District:

Seguin Independent School District
Attn: Superintendent
1221 E. Kingsbury, Seguin TX 78155

Notice to Security Firm:

STARS Private Investigations, LLC
7461 Callaghan Rd., Suite 100
San Antonio, TX 78229


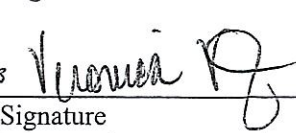
19. **Assignment.** Because of the professional nature of the Security Services to be provided by the Security Firm to the District hereunder, the Security Firm may not assign any or all of its rights, duties or obligations hereunder to any other person without the prior written consent of the District.
20. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. **The District and the Security Firm each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to by either party and that neither party is relying upon any statements or representations other than those that are set forth in this Agreement and the attached exhibits.**
21. **Modification and Non-Waiver.** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or a waiver of any past, existing or future breach of this Agreement by the other party. Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

22. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas and Guadalupe County. Venue for any dispute arising from this Agreement shall be in Guadalupe County, Texas.
23. **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.
24. **No Boycott.**
- a. Pursuant to Texas Government Code Chapter 2271, if the value of Security Services provided in this Agreement exceeds \$100,000.00, and Security Firm is a company with more than 10 employees, then Security Firm warrants that it does not boycott Israel and shall not boycott Israel during the term of this Agreement.
 - b. Pursuant to Texas Government Code, Chapter 2274, Security Firm represents and warrants that it does not and will not boycott energy companies.
 - c. Pursuant to Texas Government Code, Chapter 2274, Security Firm represents and warrants that it does not discriminate against firearm entities or firearm trade associations.
 - d. Pursuant to Section 2155.0061 of the Texas Government Code, Security Firm is not ineligible to enter into this Agreement.
25. **Certification Regarding Terrorist Organizations.** Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Security Firm hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or Security Services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
26. **Felony Conviction.** Pursuant to Texas Education Code Section 44.034, Security Firm must give advance written notice if Security Firm's owner or employee has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.
27. **Child Support.** Pursuant to Texas Family Code, Section 231.006, Security Firm certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
28. **Conflict Of Interest.** If applicable, CIQ Form as required by Board policy and law and found at <http://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> will be executed and delivered to the District prior to Security Firm's delivery of Security Services.
29. **Authority:** Signatories warrant and attest that they have actual authority to execute this Agreement.
30. **Exhibits and Schedules Incorporated.** The following exhibits and schedules are incorporated herein:
- SCHEDULE 1- SERVICE COST OF SECURITY FIRM

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement.

STARS Private Investigations, LLC

Seguin ISD

	
15 Nov 23	11/15/23
Signature	Signature
Tony Trevino, Owner/CEO	Dr. Veronica Vijil, Interim Superintendent

SCHEDULE 1

SERVICE COST OF SECURITY FIRM

1. The District shall pay Security Firm an agreed set hourly rate for each hour worked by an assigned Security Officer, as set forth below. Assigned Security Officers will present a time record to the District, who will use good faith efforts to verify hours at the end of each week. In consideration for the Services provided pursuant to this contract **Seguin ISD** agrees to pay Contractor an amount not to exceed \$50.00 per hour, per officer with a 4-hour minimum. Stars Private Investigations, LLC's Officers will work on property outlined in Attachment- I. Stars Private Investigations, LLC, should be notified 48 hours in advance to changes, Example (Holidays). Officers will enforce all rules of said property by enforcing all daily rules given by said properties and report all suspicious issues to upper management and assist with any unauthorized activities. In no event shall said properties pay for services not provided or in any way responsible for the actions of Stars Private Investigations, LLC's employees.
2. The District shall not pay or be responsible for any overtime rates under this contract.
3. "Holiday hours" and/or "Double Time Rate" are those hours worked on the following days: Thanksgiving Day, Christmas Day, New Year's Day, and July 4th. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate.
4. "Working Hours" are those hours the employees are actually on site working, excluding lunch time and/or breaks.
5. The District shall not reimburse for travel expenses, or vehicle mileage, nor shall the District reimburse for travel time. Hourly labor rates shall be all inclusive.
6. The District shall not reimburse the vendor for any separate patrol vehicle expenses and/or vehicle mileage. Expenses related to patrol vehicles shall be included within Hourly Rate.
7. The District shall not reimburse for cell phone usage.

8. The Security Firm shall be granted the option to request an adjustment to Hourly Labor Rates on each contract anniversary date. All adjustment requests affecting hourly labor rates must be made in writing to the Superintendent and in accordance with the conditions outlined herein.
9. The Security Firm agrees to submit a written billing statement to the District on a monthly basis. The written statement must identify the days the Security Firm provided Security Services, the type of Security Services provided, initials of students served, campus and the amount of time spent: start time and end time. Payment will be made within thirty (30) days after approval of Security Services provided.

INFORMATION ITEM: **Submission of a Class Size Waiver to the Texas Education Agency**

RECOMMENDATION: That the Board of Trustees acknowledge the submission of a class size waiver to the Texas Education Agency for the 2023-2024 academic year.

RATIONALE: Each semester, a school district must conduct a class size enrollment survey for kindergarten through grade 4. If the survey indicates that any class exceeds the allowable limit of 22:1, the district must submit a waiver request and a compliance plan to the Texas Education Agency (TEA)

Staffing vacancies continue to be a challenge coupled with an increase in enrollment. Patlan Elementary has seen 2 sections exceed the limit of 22:1. Individual class information is included in the corresponding exhibit.

REFERENCE and COMPLIANCE: Texas Education Code §25.112, Board Policy EEB (Legal) Instructional Arrangements: Class Size

PAPERWORK IMPACT: A waiver request will be filed with the commissioner by December 4, 2023.

BUDGET IMPACT INFORMATION: None

EXHIBITS: None

RESOURCE PERSONNEL: Joel S. Treviño, Chief Human Resources Officer

Submitted by: Veronica Vijil Date Submitted: 11/28/23
(Signature) Dr. Veronica Vijil, Interim Superintendent
(Name) 1221 E. Kingsbury St., Seguin, TX 78155
(Address) (830) 401-8614
(Telephone)

...

Board Meeting Information Item: Class Size Waiver

Seguin ISD



Class Size Waiver

- A district must submit a request for class size exception for any classrooms in prekindergarten- fourth grade that exceed the 22 students class size limit. ([Texas Education Code §25.112](#))

Campus	Enrollment	Grade Level
Patlan Elementary	23	KG
	23	1

INFORMATION ITEM: **Personnel Information - Professional Employees**

RECOMMENDATION: The Board of Trustees recognizes and acknowledges the new professional hires for the 2023 – 2024 school year and the resignations listed below.

**FOR BOARD'S
ACKNOWLEDGMENT
ELECTIONS:
TEACHERS:**

None

**BOARD'S
ACKNOWLEDGEMENT
RESIGNATIONS:**

**Gonzales, Michael, Student Support & Safety Coordinator,
effective 11/17/2023**

Mr. Gonzales, Student Support & Safety Coordinator, has resigned due to personal reasons.

Mr. Gonzales has 4 years with Seguin ISD.

RATIONALE: Strategic Priority 4: Creating a Thriving Learning Community.

**REFERENCE and
COMPLIANCE:** DC (LEGAL), DC (LOCAL), Employment Practices

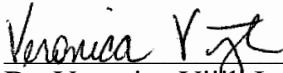
**BUDGET IMPACT/
INFORMATION:** None

**PAPERWORK
IMPACT:** This item will result in follow up communication with the employee.

EXHIBITS: None

**RESOURCE
PERSONNEL:** Joel S. Treviño, Chief Human Resources Officer

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)

 Date Submitted: 11/28/23
Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

INFORMATION ITEM: **Acknowledge Public Information Act Requests October-November 2023**

RECOMMENDATION: That the Board of Trustees acknowledge Public Information Act requests received since Oct. 12, 2023.

RATIONALE: The purpose of this agenda item is to keep trustees apprised of the District's Public Information program.

REFERENCE and COMPLIANCE: GB (LEGAL) Public Information Program

PAPERWORK IMPACT: None

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: Oct. 12-Nov. 8, 2023 Public Information Act request roster

RESOURCE PERSONNEL: Sean Hoffmann, Chief Communications Officer

Submitted by: _____ Date Submitted: 11/28/23
(Signature) Veronica Vijil
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

Seguin ISD PIA requests received from Oct. 12-Nov. 8, 2023				
<u>Date</u>	<u>Requester</u>	<u>Requested documents</u>	<u>Status</u>	<u>Action</u>
033 102623	Angela Walters	2023-2024 Seguin ISD Compensation Handbook. If it has not been updated for this school year, provide the most up to date handbook that includes the pay grade, number of hours, number of days and pay step for each classification that was used to determine base salaries for all staff; Base salaries to include all stipends and allowances as of the pay date 8/28/2023 for monthly paid employees listed below and 8/31/2023 for semi-monthly paid employees listed below: Requested staff by name, position, base salary and any additional stipends and allowances, Personnel that fall under professional classification (P1, P2, P3, P4, P5, P6, P7 and P8), Personnel that fall under professional classification (C4, C5, C6, C7, and C8), If utilized, provide the step classification in the compensation ladder for each employee listed above. If utilized, provide the step classification in the compensation ladder for each employee listed above. TASB pay formula used or district formula used to determine base pay.	Completed	Documents provided
034 102623	Angela Walters	The number of grievances filed against the former Seguin ISD Chief of Human Resources from Sept. 1, 2022 to present and the number of grievances filed against any campus principals and their outcome from Jan. 2022 to present.	Completed	Information provided

ACTION ITEM: **Approval of Authorized Representatives for First Commercial Bank, N.A., Lone Star Investment Pool, TexPool, LOGIC, and Texas Class - MBIA**

RECOMMENDATION: That the Board of Trustees approve the addition of Dr. Veronica Vijil, Interim Superintendent as an authorized representative for First Commercial Bank, N.A., Lone Star Investment Pool, TexPool, Local Government Investment Cooperative (“LOGIC), and Texas CLASS – MBIA.

RATIONALE: The Business Department will officially notify the District’s depository bank and investment pools that the authorized investment representatives for Seguin Independent School District will be Dr. Veronica Vijil, Interim Superintendent, Anthony Hillberg, Chief Financial Officer, Perla Romero, Director of Business Services, and Beatriz Rodgers, General Ledger Specialist. These representatives will be authorized to conduct all banking transactions and business on behalf of Seguin ISD. However, only the Board President and Secretary will have authority to sign checks.


REFERENCE and COMPLIANCE: CE (LEGAL) and CE (LOCAL) Annual Operating Budget

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: None

EXHIBITS: None

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by:  Date Submitted: 11/28/23
(Signature) _____
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

ACTION ITEM: **Discussion and Approval of the Fund Balance Compliance Requirement**

RECOMMENDATION: That the Board of Trustees approve the annual calculation of unassigned fund balance in compliance with board policy CE(LOCAL) as of June 30, 2023.

RATIONALE: The Annual Comprehensive Financial Report (ACFR) for fiscal year 2022-23 is now complete. Board policy CE(LOCAL) requires the District to maintain an annual unassigned general fund balance in the General Operating Fund of 25 percent of the general operating expenditures. The required calculation, attached, is to be performed based on the ACFR for each fiscal year.

REFERENCE and COMPLIANCE: CE (LOCAL) Annual Operating Budget


PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: None

EXHIBITS: Fund Balance Compliance Test

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 11/28/23

**SEGUIN ISD
GENERAL OPERATING FUND
FUND BALANCE TEST PER BOARD POLICY CE(LOCAL)
2022-2023**

22-23 Beginning Total Fund Balance (22-23 Schedule C-2 Audit)		36,570,830
22-23 Revenue (Schedule C-2 Audit)	70,707,848	
22-23 Expenses (Schedule C-2 Audit)	(72,058,983)	
22-23 Result of Operations		(1,351,135)
22-23 Other Financing Sources - Transfers In (Schedule C-2 Audit)		-
22-23 Ending Available Fund Balance		35,219,695
Fund Balance (Nonspendable and Restricted amounts)		
Inventories		(241,714)
Prepaid Items		(13,403)
Grants (Early Education Allotment)		(468,865)
22-23 Ending Unassigned Fund Balance		34,495,713

22-23 Total Expense (Schedule C-2 Audit)		72,058,983
Less: Non-Operating Expenses		
* Total Non-Operating Expenses		(1,625,396)
22-23 Actual Operating Expenses		70,433,587
25% Unassigned Fund Balance Criteria as per Board Policy CE(LOCAL)		25%
22-23 Unassigned Fund Balance MINIMUM REQUIREMENT		17,608,397

22-23 Unassigned Fund Balance (Schedule C-1 Audit)		34,495,713
22-23 Unassigned Fund Balance In Excess of MINIMUM REQUIREMENT		16,887,316

*** CE(LOCAL) Requirement met for 22-23 ***

* Detail of 22-23 Actual Non-Operating Expense (use of fund balance assignments):

	22-23 Assigned Amount	22-23 Actual Expense	23-24 Assignments	
MS Retention/Recruitment Stipends	200,000	187,060	-	
SPED Furniture	20,000	19,945	-	
SHS Football Helmets	20,000	19,741	-	
SHS Band & Mariachi Uniforms & Instruments	30,250	30,124	-	
Intersession Workday - Oct 19	60,000	58,175	-	
23-24 Qualified Zone Academy Bond Payment (#6 of 15)	665,000	665,000	-	
District Phone System Replacement	67,800	67,706	-	
Safety & Security Safety Designs	20,000	-	-	
Bond Planning Contract, BB Complex, & Pre-Bond design	500,250	355,142	-	
Advanced Competition Reserve	50,000	-	50,000	
Cardonex Subscription	95,000	33,488	61,512	
Early Education Allotment FY 20-21 Spending Requirement	468,865	158,510	310,355	
23-26 Holdworth & SAFE Partnership	325,000	-	325,000	
SHS Welding Project	390,000	30,505	359,495	
22-23 COVID-19 Funding Reserve	6,000,000	-	5,000,000	
23-24 Qualified Zone Academy Bond Payment (#7 of 15)	-	-	665,000	
23-24 Retention Stipends	-	-	800,000	
Teacher Incentive Allotment	-	-	130,000	
National Board for Professional Teaching Standards	-	-	20,000	Pending Board Approval
STARS Security	-	-	185,000	Pending Board Approval
Professional Learning Center (PLC) - Phase 1	-	-	200,000	Pending Board Approval
Abre	-	-	220,000	Pending Board Approval
2023-24 Irma Lewis Outdoor Learning Center Budget	-	-	250,000	Pending Board Approval
Irma Lewis Outdoor Learning Center Land Acquisition	-	-	1,440,000	Pending Board Approval
Softball/Baseball Field Construction	-	-	1,750,000	Pending Board Approval
	8,912,165	1,625,396	11,766,362	

ACTION ITEM: **Adopt a Resolution for the Assignment of Fund Balance**

RECOMMENDATION: That the Board of Trustees adopt the Resolution for the Assignment of Fund Balance as presented.

RATIONALE: School districts have the authority to assign General Operating Fund balances for specific purposes. In order to make changes within fund balance classifications, the School Board must adopt those changes by resolution. Districts use this practice to plan for large one-time purchases and to prepare for upcoming projects or initiatives.

REFERENCE and COMPLIANCE: CE (LEGAL) and CE (LOCAL) Annual Operating Budget

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funding provided by assigning unassigned fund balance.

EXHIBITS: Resolution

RESOURCE PERSONNEL: Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Date Submitted: 11/28/23

Dr. Veronica Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

**RESOLUTION OF THE SEGUIN INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
ASSIGNMENT OF FUND BALANCE**

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a new standard for governmental fund balance reporting and governmental fund type definitions; and

WHEREAS, Seguin Independent School District (“Seguin ISD”) has implemented GASB Statement 54 requirements; and

WHEREAS, Seguin ISD desires adjustments to Assigned Fund Balance; and

NOW THEREFORE BE IT RESOLVED THAT Seguin ISD hereby adopts the following policy:

FUND BALANCE POLICY

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District’s Unassigned General Fund Balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The Unassigned General Fund Balance may only be appropriated by resolution of the Board of Trustees.

Fund Balance of the District may be committed for a specific purpose by formal action of the Seguin ISD Board of Trustees and may be amended or modified at a later date.

When appropriate for fund balance to be assigned, the Board delegates authority to the Superintendent or the Chief Financial Officer.

In circumstances where expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance.

NOW THEREFORE BE IT RESOLVED that Seguin ISD Board of Trustees assigns Unassigned Fund Balance for the following:

23-24 Fund Balance Assignments	\$7,701,362
<i>(Previous Board approved assignments for 2023-24)</i>	
National Board for Professional Teaching Standards	\$20,000
<i>(TEA fees for teachers to obtain their certificate)</i>	
STARS Security	\$185,000
<i>(Security at every campus – TEA compliance)</i>	
Professional Learning Center (PLC) – Phase 1	\$200,000
<i>(Renovations to create spaces for professional learning and storage)</i>	
Abre Subscription	\$220,000
<i>(3-year subscription for software to centralize student programs and data)</i>	
Outdoor Learning Center	\$250,000
<i>(2023-2024 budget for the OLC)</i>	
Outdoor Learning Center Land Acquisition	\$1,440,000
<i>(Land purchase)</i>	
Softball/Baseball Field	<u>\$1,750,000</u>
<i>(Additional funds to complete the playing fields)</i>	
Subtotal	<u>\$11,766,362</u>

**RESOLUTION OF THE SEGUIN INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
ASSIGNMENT OF FUND BALANCE**

Trustees voting in favor of the Resolution:

The undersigned, being the Secretary of the Board, hereby certifies that the foregoing represents a true copy of a Resolution of the Seguin ISD Board of Trustees, duly held on _____, 2023, which Resolution is in full force and effect, and has not been revoked or amended.

Board Secretary

Dated: _____

ACTION ITEM:

Approval of the General Contractor for the Baseball & Softball Complex at Seguin High School (RFCSP #: 24-07)

RECOMMENDATION:

That the Board of Trustees authorize the Interim Superintendent to negotiate and possibly execute a contract with Field Turf USA as the General Contractor of the Baseball & Softball Complex project at Seguin High School (RFCSP #: 24-07).

RATIONALE:

A Requests for Proposals (RFCSP#: 24-07) was issued on October 4, 2023, for the Baseball & Softball Complex at Seguin High School. The bid was competitively solicited in compliance with Board Policy and Sections 2269.151-.155 of the Government Code. Although Field Turf was not present at the Pre-Bid Meeting on October 16th, the District has opted to wave this informality in accordance with the Request for Proposals and upon the determination that selecting Field Turf USA is in the best interest of the District.

District administration makes this recommendation based on the following construction related matters as authorized by the Board of Trustees on December 13, 2022:

1. Procurement Method: Competitive Sealed Proposal
2. Respondents must use prevailing wage rates established by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, as applicable to the project.
3. Weighted Selection Criteria:
 - * 20 points - Price
 - * 15 points - Overall Experience
 - * 10 points - Last 5 Projects
 - * 5 points - Project Team
 - * 5 points - Safety Record
 - * 5 points - Overall Grasp of Project
 - * 60 points - Maximum Overall Score

REFERENCE and COMPLIANCE:

CH (LEGAL) and CH(LOCAL) Purchasing and Acquisition

BUDGET IMPACT / INFORMATION:

Funds to be provided by the General Operating Fund.

EXHIBITS:

Bid Tabulation & Recommendation

RESOURCE
PERSONNEL:

Anthony Hillberg, Chief Financial Officer, CPA, RTSBA
Perla Romero, Director of Business Services, CTSBS
Jennifer Raske Martinez, Purchasing Coordinator, CTSBO
James Pizana, Director of Facilities and Maintenance

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Date Submitted: 11/28/23

Dr. Veronic Vijil, Interim Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Seguin ISD

Bid Tabulation Summary

BASEBALL & SOFTBALL COMPLEX (RFCSP: 24-07)

TYPE	PROJECT TITLE
RFCSP	BASEBALL & SOFTBALL COMPLEX
NUMBER	ISSUING DEPARTMENT
24-07	Maintenance

	DATE 1	DATE 2
POSTING	10/08/23	10/15/23
PRE-BID	10/16/23	N/A
CLOSING	11/01/23	N/A
BOARD	07/18/23	N/A

RESPONDENT (Alphabetical Order)	Base Bid	PRICE (Grand Total)	AVERAGE SCORE							TOTAL (*rounded averages)		
			(% deviation x 0.5)	MAX	MAX	MAX	MAX	MAX	MAX			
			MAX 20	MAX 15	MAX 10	MAX 5	MAX 5	MAX 5	MAX 60			
Arnold Refrigeration, Inc	\$ -											
Field Turf USA	\$ 8,410,946											60
Seidel Construction	\$ 9,636,000											54
The Trevino Group	\$ 10,500,000											51
												-
												-
												-

RECOMMENDATION	SCORE	PRICE	JUSTIFICATION FOR THIS RECOMMENDATION
Field Turf USA	60	\$ 8,410,946	The evaluation team, consisting of five staff members representing various areas of District operations, considers the Field Turf USA proposal to be the best value. The decision is based on the comprehensive evaluation of all criteria listed in the Request for Proposals, including the base bid price proposal, which was significantly lower than other proposals. Although Field Turf USA was not present at the Pre-Bid Meeting on October 16th, the District has opted to waive this informality in accordance with the Request for Proposals and upon the determination that selecting Field Turf USA is in the best interest of the District.

ACTION ITEM:

**Official Ballot to Cast Votes for the Board of Directors
for the Guadalupe Appraisal District for the 2024-2025
Term and a Resolution for the Submission**

RECOMMENDATION:

That the Board of Trustees cast their votes for the candidate or candidates of their choice.

RATIONALE:

The Guadalupe County Appraisal District Board of Directors election is conducted in December. Seguin ISD may cast their **852** votes for one candidate, or divide votes among any number of candidates.

**REFERENCE and
COMPLIANCE:**

None

PAPERWORK IMPACT:

None

**BUDGET IMPACT/
INFORMATION:**

None

EXHIBITS:

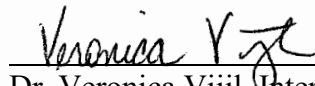
Appraisal letter
Official BOD Ballot

**RESOURCE
PERSONNEL:**

Dr. Veronica Vijil, Interim Superintendent

Submitted by:

(Signature)



Date Submitted: 11/28/23

(Name)

Dr. Veronica Vijil, Interim Superintendent

(Address)

1221 E. Kingsbury St., Seguin, Texas 78155

(Telephone)

(830) 401-8614

GUADALUPE APPRAISAL DISTRICT



Main Office
3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313
(830) 372-2874 (Fax)
gadprotest@guadalupead.org

Schertz Substation
1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Option 0
(877) 251-0888 (Fax)

October 19, 2023

SEGUIN ISD
Superintendent and Board of Trustees
1221 E. Kingsbury
Seguin, TX 78155



Dear Superintendent and Board of Trustees,

Enclosed is an Official Ballot to cast votes for the Guadalupe Appraisal District's Board of Directors election. Directions and a resolution, format for submission is enclosed.

Per §6.03(k) of the Texas Tax Code, the governing body of each taxing unit entitled to vote, shall determine by resolution, and submit its vote by way of returning the ballot to the chief appraiser **before December 15, 2023**. Taxing units allotted votes may be cast for one candidate or distributed among any number of candidates. "The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution, adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser **not later than the third day** following the date the resolution, is adopted."

In addition, §6.033 of the Texas Tax Code states "The governing body of a taxing unit may call for the recall of a member of the board of directors of an appraisal district appointed under §6.03 of this code for whom the unit cast any of its votes in the appointment of the board."

Finally, the chief appraiser shall count the votes, and declare the five candidates who receive the largest cumulative vote totals. The results shall be submitted before **December 31, 2023**, to the governing body of each taxing unit in the District and to the candidates.

Please call if you should have any questions in this regard.

Sincerely,

Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser

**OFFICIAL BALLOT TO ELECT
BOARD OF DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT
FOR 2024-2025**

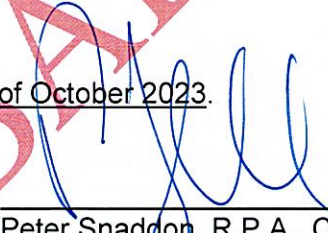
Issued to: **SEGUIN ISD**

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all your votes for one candidate or divide those votes among any number of the candidates. You have **852** total available votes.

CANDIDATES
(listed alphabetically)

- 1. Mr. Ben Amador
- 2. Mr. Darren Dunn
- 3. Mr. Daryl John
- 4. Mr. Jim Lievens
- 5. Ms. Letticia Sever

This official ballot was issued under my hand this 19th day of October 2023.



Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
Guadalupe Appraisal District

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR THE 2024-2025 TERM

WHEREAS, Section 6.03(k), of the Texas Tax Code, as amended by HB2043, requires that each taxing unit entitled to vote **cast** their vote by Resolution **and submit results** of that vote to the Chief Appraiser of the Guadalupe Appraisal District before December 15, 2023.

THEREFORE, THE _____ submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Guadalupe Appraisal District for 2024-2025.

ACTION TAKEN this _____ day of _____, 2023, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03(k) of the Texas Tax Code, and amended by HB2043, for the purpose of casting votes to elect the Board of Directors of the Guadalupe Appraisal District.

Signature of Presiding Officer

ATTEST:

Title