

Agenda of Special Meeting

The Board of Trustees Seguin ISD

A Special Meeting of the Board of Trustees of Seguin ISD will be held July 29, 2025, beginning at 6:00 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. Establish Quorum
- B. 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.
- C. Pledges to the United States Flag and Texas Flag. Moment of silence.

2. **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.

3. **Information Item:**

- A. 2025 A-F Accountability 4

4. **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such items shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration.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. Authorization of Agreement Between Seguin ISD and Eye Shine Educational Vision Services in the amount of \$50,000 31
- B. Authorization of Agreement Between Seguin ISD and Marty Leavitt in the amount of \$78,000 34
- C. Authorization of Agreement Between Seguin ISD and Megan Vallejo in the amount of \$115,000 37
- D. Authorization of Agreement Between Seguin ISD and Platicamos Speech Therapy in the amount of \$130,000 40

5. **Action Items:**

- A. Update to Contract for Early Childhood Partnership - Zoo School San Antonio 43
 - B. Consider and Adopt Resolution Authorizing Emergency Procurement Procedures for Flood Remediation and Repair of Central Administrative Offices, and Delegation of Authority to Administration to Procure Construction Services Necessary to Restore Effective School Operations 58
 - C. Possible Action to Grant Superintendent Temporary Hiring Authority for Certified Personnel 59
6. **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, 551.0821, and 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.
 - 1. To hear Level III parent grievance.
7. **Executive Session:** Board will adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act
- A. Pursuant to Texas Government Code Section §§§§ 551.071, 551.074, 551.0821, and 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.
 - 1. Deliberation regarding Level III parent grievance.
 - 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).
8. **Open Session:**
- A. Possible action on professional personnel, including appointment, employment, evaluation, assignment, duties, discipline or dismissal of a public employee(s).
 - B. Possible action, if any, to be taken in response to the Level III parent grievance.
9. **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, 551.0821, and 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.
 - 1. To hear Level III parent grievance.
10. **Executive Session:** Board will adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act
- A. Pursuant to Texas Government Code Section §§§§ 551.071, 551.074, 551.0821, and 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.

1. Deliberation regarding Level III parent grievance.
 - 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).
11. **Open Session:**
- A. Possible action on professional personnel, including appointment, employment, evaluation, assignment, duties, discipline or dismissal of a public employee(s).
 - B. Possible action, if any, to be taken in response to the Level III parent grievance.
12. **Adjourn**

INFORMATION ITEM: **2025 A-F Accountability**

RECOMMENDATION: That the Board of Trustees receive a comprehensive overview of the A-F Accountability System.

RATIONALE: Board members must understand how accountability ratings are calculated under the A-F Accountability system. This workshop will provide the context needed to interpret preliminary data and support improvement initiatives across all campuses.

REFERENCE and COMPLIANCE: Board Goal 5: Based on the school performance framework (QSA) campus tiering, 80% or more of SISD students will be enrolled in a campus that is Tier 1 or Tier 2 by August 2027.

PAPERWORK IMPACT: None

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: A-F Accountability Workshop

RESOURCE PERSONNEL: Kristi Miranda, Director of Accountability & TIA
Monica Lyons, Chief Academic Officer

Submitted by:
(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25

Seguin ISD Board Workshop

A-F Accountability Overview

July 29, 2025



Workshop Objective

We will provide an overview of the A-F Accountability System and timeline for the release of the 2024 and 2025 Preliminary Accountability Ratings

TEA's plan for A-F Accountability ...

Keep the system as stable as possible for 5-year periods of time

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
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A-F 1.0

1. 2017-18
2. 2018-19
3. 2019-20
4. 2020-21
5. 2021-22

A-F 2.0

1. 2022-23
2. 2023-24
3. 2024-25
4. 2025-26
5. 2026-27

Released in April 2025

A-F 3.0

1. 2027-28
2. 2028-29
3. 2029-30
4. 2030-31
5. 2031-32

TEA Accountability Overview

- Statewide rating system
 - Evaluates academic performance of each campus and district
 - Assigns letter grades A→F
- Evaluates three domains, which combine to calculate overall rating for each campus and the District
 - Domain 1: Student Achievement
 - Domain 2: School Progress
 - Domain 3: Closing the Gaps
- As of today, TEA has not yet issued 2024 A-F Accountability ratings.
- TEA is expected to release both 2024 and 2025 A-F Accountability ratings on August 15.

2 Key Aspects of A-F Accountability

Calculation	Scaling (or Grading)
The methodology for calculating the “raw score” or the “component score” for a particular measure or indicator (i.e., who or what is in the numerator and who or what is in the denominator)	The methodology for scaling (or grading) the “raw score” or the “component score” for a particular measure or indicator to a number that makes sense to the public on an A-F grading.
This is the <u>ACTUAL SCORE</u> achieved by students.	This tells us <u>how “GOOD”</u> our ACTUAL SCORE is.

A-F is a STRENGTHS BASED system...



STAAR Performance

Domain 1

STAAR Performance Levels



Approaches Grade Level

Performance in this category indicates that students are likely to succeed in the next grade or course with targeted academic intervention. Students in this category generally demonstrate the ability to apply the assessed knowledge and skills in familiar contexts.



Meets Grade Level (**includes Students in Approaches Category*)

Performance in this category indicates that students have a high likelihood of success in the next grade or course but may still need some short-term, targeted academic intervention. Students in this category generally demonstrate the ability to think critically and apply the assessed knowledge and skills in familiar contexts.



Masters Grade Level (**includes Students in Approaches and Meets Category*)

Performance in this category indicates that students are expected to succeed in the next grade or course with little or no academic intervention. Students in this category demonstrate the ability to think critically and apply the assessed knowledge and skills in varied contexts, both familiar and unfamiliar.

**STAAR
Performance**

=

**% Approaches Grade Level or Above +
% Meets Grade Level or Above +
% Masters Grade Level**

3

Students who score
"Masters GL" count 3 times
Students who score
"Meets GL" count twice

***STAAR PERFORMANCE includes ALL TESTS**

CCMR

Domain 1

Calculating CCMR

Numerator is the number
of students meeting 1 or
more CCMR criteria



7

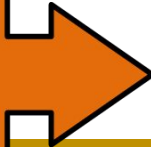
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10

=


70

Denominator is
the number of
annual
graduates
(10)



COLLEGE, CAREER, AND MILITARY READINESS INDICATORS

- 1) ***TSI Initiative***: Meeting TSI college-ready criteria on the TSI assessment, SAT, ACT, or by successfully completing and earning credit for a college prep course as defined in the Texas Education Code §28.014 in both reading and mathematics.
- 2) ***Advanced Placement (AP)***: Meeting the criterion score on an AP examination in any subject area. Criterion score is 3 or more for AP.
- 3) ***Dual Course Credit***: Earning at least three credits in ELA or mathematics or at least nine credit hours in any subject.
- 4) ***Armed Forces***: Enlists in the US Army, Navy, Air Force, Coast Guard, or Marines.
- 5) ***Associates Degree***: Earning an associate's degree prior to graduation from high school.
- 6) ***IEP and Workforce Readiness***: Receive a graduation type code of 04, 05, 54, or 55 which indicates the student has completed his/her IEP and has demonstrated self-employment with self-help skills to maintain employment or has demonstrated mastery of specific employability and self-help skills that do not require public school services.
- 7) ***Earn an Industry-Based Certification***.
- 8) Complete an ***OnRamps Dual Enrollment Course***
- 9) ***Graduate Under an Advanced Degree Plan and be Identified as a Current Special Education Student***: A graduate who is identified as receiving special education services during the year of graduation and whose graduation plan type is identified as a Recommended High School Plan (RHSP), Distinguished Achievement Plan (DAP), Foundation High School Plan with an Endorsement (FHSP-E), or Foundation High School Plan with a Distinguished Level of Achievement (FHSP-DLA).
- 10) ***Earn a Level I or Level II Certificate***: A graduate earning a Level I or Level II certificate in any workforce education area.



Meet at
least 1
indicator

Graduation Rate

Domain 1

No significant
changes to
**Graduation
Rate**

Better of the

- 4 year
- 5 year or
- 6 year

Longitudinal Graduation Rate.



Number of Graduates in the Class

Number of Students in the Class

(Included: Graduates, Continuers, TxCHSE, Dropouts)

Academic Growth

Domain 2-A

School Progress, Part A: Academic Growth



Part A: Academic Growth			
Assessments Earning 0.5 points	45	X 0.5	22.5
Assessments Earning 1 point	221	X 1	221
Annual Growth Points Earned			243.5
Accelerated Learning Points Earned	44	X 0.25	11
Sum of Annual Growth plus Accelerated Learning Points			254.50
Total Assessments			326
School Progress, Part A: Academic Growth Raw Score			78



Annual Growth



Prior Year	Current Year					
	Low Did Not Meet Grade Level	High Did Not Meet Grade Level	Low Approaches Grade Level	High Approaches Grade Level	Meets Grade Level	Masters Grade Level
Low Did Not Meet Grade Level	0	1	1	1	1	1
High Did Not Meet Grade Level	0	1/2	1	1	1	1
Low Approaches Grade Level	0	0	1/2	1	1	1
High Approaches Grade Level	0	0	0	1/2	1	1
Meets Grade Level	0	0	0	0	1	1
Masters Grade Level	0	0	0	0	0	1



Accelerated Growth

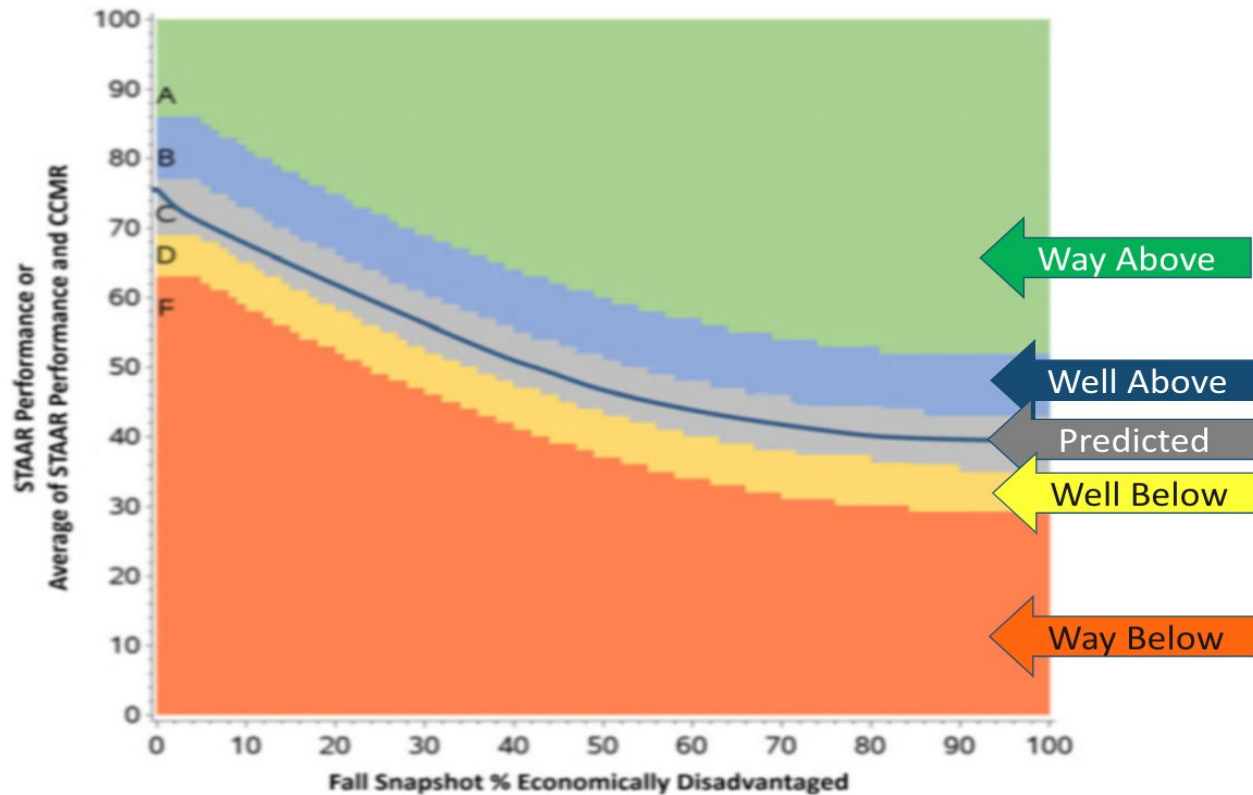


Prior Year	Current Year			
	Did Not Meet Grade Level	Approaches Grade Level	Meets Grade Level	Masters ²⁰ Grade Level
Did Not Meet Grade Level	0	1	1	1

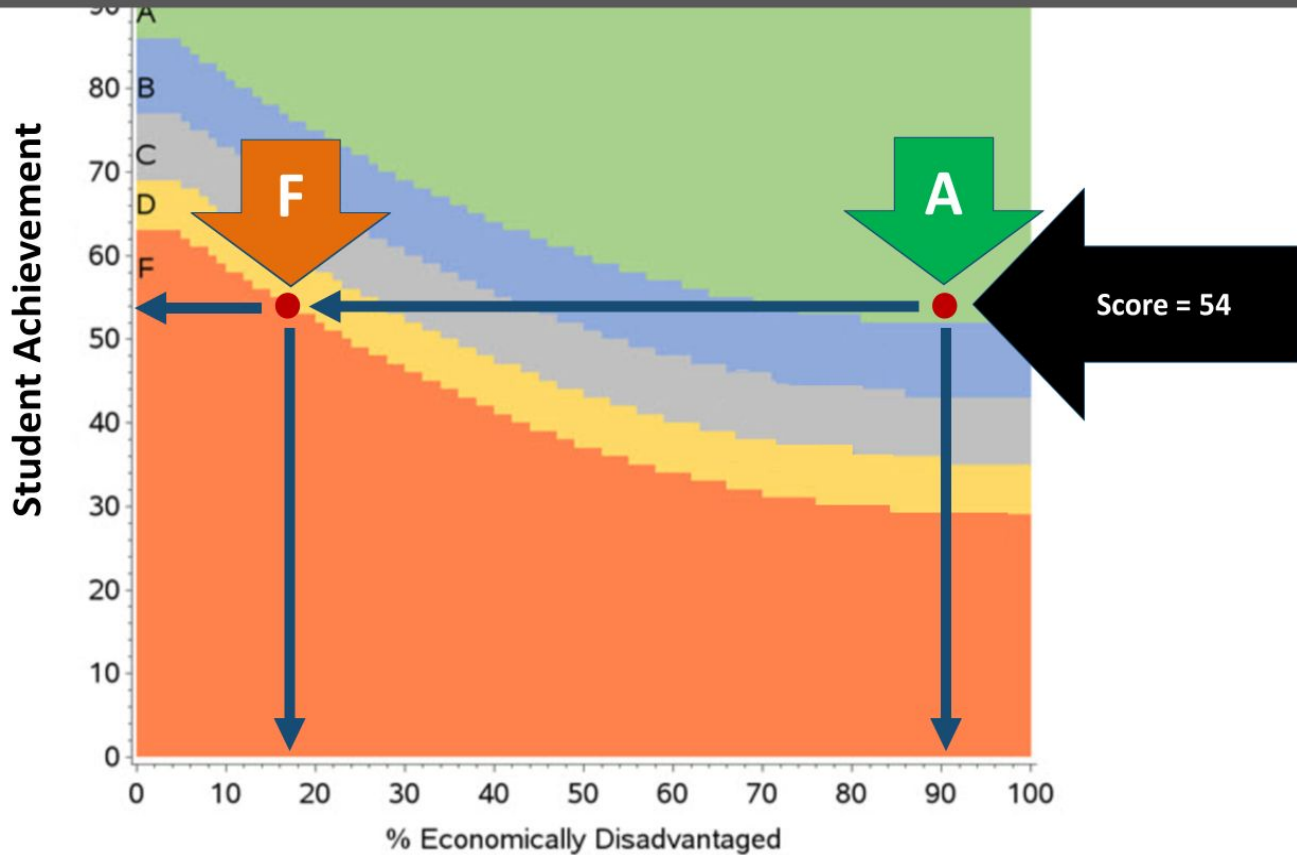
Relative Performance

Domain 2-B

School Progress, Part B: RELATIVE Performance



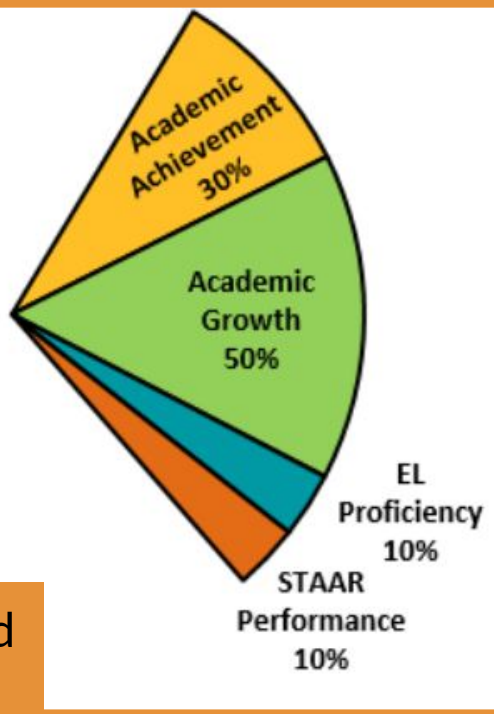
Let's look at 2 campuses with the SAME Student Achievement Score, but different %ages of EcoDis ...



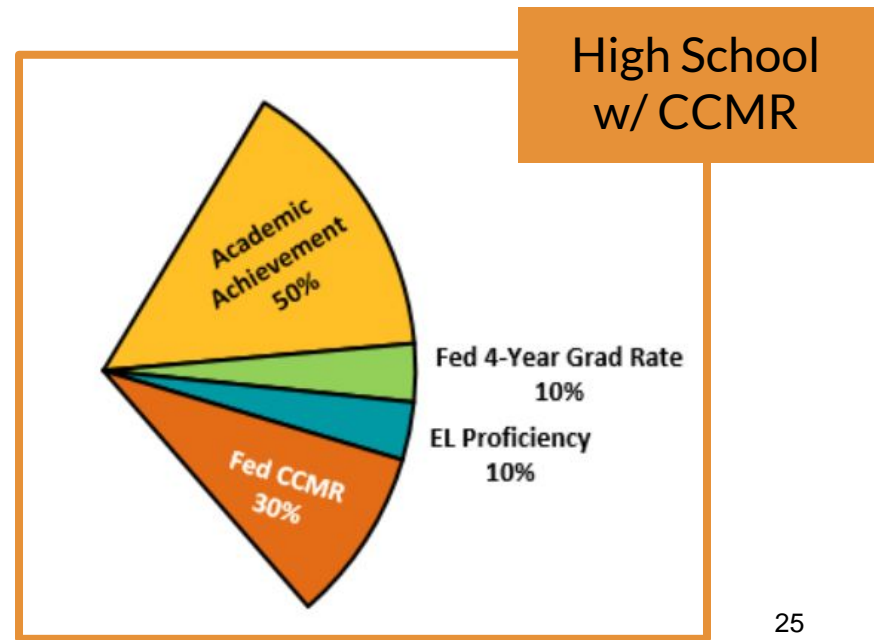
Closing the Gaps

Domain 3

Closing the Gaps Domain



Elementary and Middle School



25

Graduated Targets

**Highly
Mobile
Definition:**
*Homeless
Migrant
Foster*

Closing the Gaps: Proposed 0-4 Methodology	
4	Met Long Term Target (2037-2038 target)
3	Met Interim Target (2022-23 through 2026-2027 target)
2	Did Not Meet Interim Target but <u>Showed Expected Growth Towards Next Interim Target</u>
1	Did Not Meet Interim Target but <u>Showed Minimal Growth</u>
0	Did Not Meet Interim Target and Did Not Show Minimal Growth

District Ratings

(Proportional Weighting)



Campus	%Econ Disadv	Domain I			Domain II-A			Domain II-B			Domain III			Overall
		Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Campus Scale Score
Seguin HS	64.4	2,017	38.5		2,017	38.5		2,017	38.5		2,017	39.0		
MBLC	69.9	73	1.4					73	1.4					
Jim Barnes Middle	70.3	762	14.5		762	14.5		762	14.5		762	14.7		
AJB Middle	75.0	797	15.2		797	15.2		797	15.2		797	15.4		
Jefferson Ave EL	88.5	209	4.0		209	4.0		209	4.0		209	4.0		
Rodriguez EL	84.7	248	4.7		248	4.7		248	4.7		248	4.8		
Weinert EL	64.5	227	4.3		227	4.3		227	4.3		227	4.4		
McQueeney EL	73.5	168	3.2		168	3.2		168	3.2		168	3.2		
Patlan EL	79.5	201	3.8		201	3.8		201	3.8		201	3.9		
Koennede EL	65.1	285	5.4		285	5.4		285	5.4		285	5.5		
Vogel EL	64.3	257	4.9		257	4.9		257	4.9		257	5.0		
Seguin ISD		5,244	99.9		5,171	98.5		5,244	99.9		5,171	99.9		

Methodology:

- Multiply the campus domain scale score by its proportional weight to determine the points contributed to the district's score for that domain.
- The district domain score is the sum of all points contributed by each campus.



What's next?

Date	Activity
August 13	Both 2024 and 2025 Preliminary Accountability Ratings released in TEAL to Districts
August 15	Bothe 2024 and 2025 Preliminary Accountability Ratings available at txschools.gov

Thank you!

Monica Lyons
Chief Academic Officer

Kristi Miranda
Director of Accountability & TIA



ACTION ITEM: **Authorization of Agreement Between Seguin ISD and Eye Shine Educational Vision Services in the amount of \$50,000**

RECOMMENDATION: That the Board of Trustees authorize an agreement to provide services to student(s) eligible for applicable special education services pursuant to the Individuals with Disabilities Education Act (IDEA) for the 2025-2026 school year.

RATIONALE: Specialized services are required as per Individualized Education Plan.

REFERENCE and COMPLIANCE: EHBAC (LEGAL) Special Education
EHBA (LEGAL) Special Programs

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds are provided in the 2025-26 budget

EXHIBITS: Contract

RESOURCE PERSONNEL: Liz Banks, Chief Financial Officer, RTSBA
Rebecca Bird, Director of Special Education

Submitted by:
(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25

**SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction**

The following contract is entered into between Seguin Independent School District, hereinafter referred to as SISD, and Eye Shine Educational Vision Services, LLC, hereinafter referred to as Contractor.

ARTICLE 1. SERVICES

1. Ongoing Services

The Contractor shall provide those services listed in Attachment A. The contractor is not and will not be considered an employee of the District.

ARTICLE 2. COMPENSATION TO CONTRACTOR

2. Fee Basis

The compensation for services under the terms of this contract is described in Attachment B. Payment is processed at Net 30 Terms.

ARTICLE 3. TERM

3. Term

The term of this Agreement shall be for the following specific dates
Start Date: August 12, 2025 End Date: June 12, 2026
This agreement does not provide contract rights under Chapter 21 of the Texas Education Code.

ARTICLE 4. AUTHORITY

4. AUTHORITY OF PARTIES

The Superintendent or the Chief Financial Officer of the SISD is the designated representative to administer and sign this Agreement.

ARTICLE 5. ADDITIONAL PROVISIONS

5.1 Compensation In Event Of Termination

In the event of termination not the fault of the Contractor, the Contractor shall be paid its compensation for services performed to the date of termination, including reimbursable expenses as set forth elsewhere in this Agreement.

5.2 Miscellaneous Provisions Of Agreement

5.2.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the County of Guadalupe.

5.2.2 Extent Of Agreement

This Agreement represents the entire Agreement between SISD and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument, and signed by both SISD and the Contractor.

Seguin Independent School District:

By: _____
Name: _____
Title: _____
Date: _____

Department Approval:

By: _____
Name: Rebecca Bird - Director
Budget: _____

Contractor:

By: _____
Name: _____
Title: _____
Date: _____
SSN or EIN: _____

(Note: No payment will be made unless SSN or EIN provided on IRS form W-9.)

**SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction**

**Attachment A
Description of Services to be rendered by Contractor**

Services to be rendered by Contractor to SISD are as follows (include all reports / documents to be completed and provided to SISD by Contractor):

O&M evaluation/observation, direct assessment time, report/IEP writing, meeting process reporting
RFP#24-05

**Attachment B
Fees for Services to be rendered by Contractor**

Vendor invoices must include an invoice number, invoice date, description of services rendered, unit price, invoice total and purchase order number printed on each invoice. Payment is processed at Net 30 terms.

Fee for services will be based upon the following:

\$ 90.00 _____ per (Choose one) Hour Day (Eight (8) hour day) Month Year

or Other Terms: _____

There will will not, be a maximum fee for the term of this contract. If a maximum fee has been agreed to, this maximum fee is \$50,000.00 _____.

Contractor will will not, be reimbursed for other costs incurred. If contractor is to be reimbursed they will be reimbursed for the following expenses at the following rates:

- _____ Mileage - at district employee reimbursed rate
- _____ Fares: Air, bus, etc.- Actual cost
- _____ Lease Vehicles - Actual cost
- _____ Lodging - Actual cost, not to exceed Standard Rate allowed by State of Texas
- _____ Meals - at actual cost, but not to exceed District's per diem allowance
- _____ Other - Please describe below the expense and method of calculating reimbursement

<u>Description</u>	<u>Method of Calculating Reimbursement</u>
_____	_____
_____	_____

ACTION ITEM: **Authorization of Agreement Between Seguin ISD and Marty Leavitt in the amount of \$78,000**

RECOMMENDATION: That the Board of Trustees authorize an agreement to provide services to student(s) eligible for applicable special education services pursuant to the Individuals with Disabilities Education Act (IDEA) for the 2025-2026 school year.

RATIONALE: Specialized services are required as per Individualized Education Plan.

REFERENCE and COMPLIANCE: EHBAC (LEGAL) Special Education
EHBA (LEGAL) Special Programs

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds are provided in the 2025-26 budget

EXHIBITS: Contract

RESOURCE PERSONNEL: Liz Banks, Chief Financial Officer, RTSBA
Rebecca Bird, Director of Special Education

Submitted by:
(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25

**SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction**

The following contract is entered into between Seguin Independent School District, hereinafter referred to as SISD, and Marty Leavitt, hereinafter referred to as Contractor.

ARTICLE 1. SERVICES

1. Ongoing Services

The Contractor shall provide those services listed in Attachment A. The contractor is not and will not be considered an employee of the District.

ARTICLE 2. COMPENSATION TO CONTRACTOR

2. Fee Basis

The compensation for services under the terms of this contract is described in Attachment B. Payment is processed at Net 30 Terms.

ARTICLE 3. TERM

3. Term

The term of this Agreement shall be for the following specific dates
Start Date: August 12, 2025 End Date: June 12, 2026
This agreement does not provide contract rights under Chapter 21 of the Texas Education Code.

ARTICLE 4. AUTHORITY

4. AUTHORITY OF PARTIES

The Superintendent or the Chief Financial Officer of the SISD is the designated representative to administer and sign this Agreement.

ARTICLE 5. ADDITIONAL PROVISIONS

5.1 Compensation In Event Of Termination

In the event of termination not the fault of the Contractor, the Contractor shall be paid its compensation for services performed to the date of termination, including reimbursable expenses as set forth elsewhere in this Agreement.

5.2 Miscellaneous Provisions Of Agreement

5.2.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the County of Guadalupe.

5.2.2 Extent Of Agreement

This Agreement represents the entire Agreement between SISD and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument, and signed by both SISD and the Contractor.

Seguin Independent School District:

By: _____
Name: _____
Title: _____
Date: _____

Department Approval:

By: _____
Name: Rebecca Bird - Director
Budget: _____

Contractor:

By: _____
Name: _____
Title: _____
Date: _____
SSN or EIN: _____

(Note: No payment will be made unless SSN or EIN provided on IRS form W-9.)

SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction

Attachment A

Description of Services to be rendered by Contractor

Services to be rendered by Contractor to SISD are as follows (include all reports / documents to be completed and provided to SISD by Contractor):

Services provided for our Deaf & Hard of Hearing students. Attend ARD's, prepare IEP paperwork,
perform assessments, consult with staff, observe students, write goals and objectives, train staff on
how to use specialized equipment

Attachment B

Fees for Services to be rendered by Contractor

Vendor invoices must include an invoice number, invoice date, description of services rendered, unit price, invoice total and purchase order number printed on each invoice. Payment is processed at Net 30 terms.

Fee for services will be based upon the following:

\$ 90.00 _____ per (Choose one) Hour Day (Eight (8) hour day) Month Year

or Other Terms: _____

There will will not, be a maximum fee for the term of this contract. If a maximum fee has been agreed to, this maximum fee is \$ 78,000.00.

Contractor will will not, be reimbursed for other costs incurred. If contractor is to be reimbursed they will be reimbursed for the following expenses at the following rates:

- _____ Mileage - at district employee reimbursed rate
- _____ Fares: Air, bus, etc.- Actual cost
- _____ Lease Vehicles - Actual cost
- _____ Lodging - Actual cost, not to exceed Standard Rate allowed by State of Texas
- _____ Meals - at actual cost, but not to exceed District's per diem allowance
- _____ Other - Please describe below the expense and method of calculating reimbursement

Description

Method of Calculating Reimbursement

ACTION ITEM: **Authorization of Agreement Between Seguin ISD and Megan Vallejo in the amount of \$115,000**

RECOMMENDATION: That the Board of Trustees authorize an agreement to provide services to student(s) eligible for applicable special education services pursuant to the Individuals with Disabilities Education Act (IDEA) for the 2025-2026 school year.

RATIONALE: Specialized services are required as per Individualized Education Plan.

REFERENCE and COMPLIANCE: EHBAC (LEGAL) Special Education
EHBA (LEGAL) Special Programs

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds are provided in the 2025-26 budget

EXHIBITS: Contract

RESOURCE PERSONNEL: Liz Banks, Chief Financial Officer, RTSBA
Rebecca Bird, Director of Special Education

Submitted by:
(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25

**SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction**

The following contract is entered into between Seguin Independent School District, hereinafter referred to as SISD, and Megan Vallejo, hereinafter referred to as Contractor.

ARTICLE 1. SERVICES

1. Ongoing Services

The Contractor shall provide those services listed in Attachment A. The contractor is not and will not be considered an employee of the District.

ARTICLE 2. COMPENSATION TO CONTRACTOR

2. Fee Basis

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ARTICLE 3. TERM

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5.2.2 Extent Of Agreement

This Agreement represents the entire Agreement between SISD and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument, and signed by both SISD and the Contractor.

Seguin Independent School District:

By: _____
Name: _____
Title: _____
Date: _____

Department Approval:

By: _____
Name: Rebecca Bird - Director
Budget: _____

Contractor:

By: _____
Name: _____
Title: _____
Date: _____
SSN or EIN: _____

(Note: No payment will be made unless SSN or EIN provided on IRS form W-9.)

**SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction**

Attachment A

Description of Services to be rendered by Contractor

Services to be rendered by Contractor to SISD are as follows (include all reports / documents to be completed and provided to SISD by Contractor):

Evaluations & Reports, Service Provisions, ARD Meetings, Supervision of SLPA & Medicaid

Documentation

RFP#24-05

Attachment B

Fees for Services to be rendered by Contractor

Vendor invoices must include an invoice number, invoice date, description of services rendered, unit price, invoice total and purchase order number printed on each invoice. Payment is processed at Net 30 terms.

Fee for services will be based upon the following:

\$ 95.00 _____ per (Choose one) Hour Day (Eight (8) hour day) Month Year

or Other Terms: not to exceed 8 hours a day and 40 hours a week.

There will will not, be a maximum fee for the term of this contract. If a maximum fee has been agreed to, this maximum fee is \$ 115,000.00.

Contractor will will not, be reimbursed for other costs incurred. If contractor is to be reimbursed they will be reimbursed for the following expenses at the following rates:

_____ Mileage - at district employee reimbursed rate

_____ Fares: Air, bus, etc.- Actual cost

_____ Lease Vehicles - Actual cost

_____ Lodging - Actual cost, not to exceed Standard Rate allowed by State of Texas

_____ Meals - at actual cost, but not to exceed District's per diem allowance

_____ Other - Please describe below the expense and method of calculating reimbursement

Description

Method of Calculating Reimbursement

_____	_____
_____	_____

ACTION ITEM: **Authorization of Agreement Between Seguin ISD and Platicamos Speech Therapy in the amount of \$130,000**

RECOMMENDATION: That the Board of Trustees authorize an agreement to provide services to student(s) eligible for applicable special education services pursuant to the Individuals with Disabilities Education Act (IDEA) for the 2025-2026 school year.

RATIONALE: Specialized services are required as per Individualized Education Plan.

REFERENCE and COMPLIANCE: EHBAC (LEGAL) Special Education
EHBA (LEGAL) Special Programs

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds are provided in the 2025-26 budget

EXHIBITS: Contract

RESOURCE PERSONNEL: Liz Banks, Chief Financial Officer, RTSBA
Rebecca Bird, Director of Special Education

Submitted by:
(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25

**SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction**

The following contract is entered into between Seguin Independent School District, hereinafter referred to as SISD, and Platicamos Speech Therapy, hereinafter referred to as Contractor.

ARTICLE 1. SERVICES

1. Ongoing Services

The Contractor shall provide those services listed in Attachment A. The contractor is not and will not be considered an employee of the District.

ARTICLE 2. COMPENSATION TO CONTRACTOR

2. Fee Basis

The compensation for services under the terms of this contract is described in Attachment B. Payment is processed at Net 30 Terms.

ARTICLE 3. TERM

3. Term

The term of this Agreement shall be for the following specific dates
Start Date: August 12, 2025 End Date: June 12, 2026
This agreement does not provide contract rights under Chapter 21 of the Texas Education Code.

ARTICLE 4. AUTHORITY

4. AUTHORITY OF PARTIES

The Superintendent or the Chief Financial Officer of the SISD is the designated representative to administer and sign this Agreement.

ARTICLE 5. ADDITIONAL PROVISIONS

5.1 Compensation In Event Of Termination

In the event of termination not the fault of the Contractor, the Contractor shall be paid its compensation for services performed to the date of termination, including reimbursable expenses as set forth elsewhere in this Agreement.

5.2 Miscellaneous Provisions Of Agreement

5.2.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the County of Guadalupe.

5.2.2 Extent Of Agreement

This Agreement represents the entire Agreement between SISD and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument, and signed by both SISD and the Contractor.

Seguin Independent School District:

By: _____
Name: _____
Title: _____
Date: _____

Department Approval:

By: _____
Name: Rebecca Bird - Director
Budget: _____

Contractor:

By: _____
Name: _____
Title: _____
Date: _____
SSN or EIN: _____

(Note: No payment will be made unless SSN or EIN provided on IRS form W-9.)

SEGUIN INDEPENDENT SCHOOL DISTRICT
Contract for Services Other Than Construction

Attachment A
Description of Services to be rendered by Contractor

Services to be rendered by Contractor to SISD are as follows (include all reports / documents to be completed and provided to SISD by Contractor):

Evaluations & Reports, Service Provisions, ARD Meetings, Supervision of SLPA & Medicaid

Documentation

RFP#24-05

Attachment B
Fees for Services to be rendered by Contractor

Vendor invoices must include an invoice number, invoice date, description of services rendered, unit price, invoice total and purchase order number printed on each invoice. Payment is processed at Net 30 terms.

Fee for services will be based upon the following:

\$ 89.00 _____ per (Choose one) Hour Day (Eight (8) hour day) Month Year

or Other Terms: not to exceed 8 hours a day and 40 hours a week.

There will will not, be a maximum fee for the term of this contract. If a maximum fee has been agreed to, this maximum fee is \$ 130,000.00.

Contractor will will not, be reimbursed for other costs incurred. If contractor is to be reimbursed they will be reimbursed for the following expenses at the following rates:

_____ Mileage - at district employee reimbursed rate

_____ Fares: Air, bus, etc.- Actual cost

_____ Lease Vehicles - Actual cost

_____ Lodging - Actual cost, not to exceed Standard Rate allowed by State of Texas

_____ Meals - at actual cost, but not to exceed District's per diem allowance

_____ Other - Please describe below the expense and method of calculating reimbursement

Description

Method of Calculating Reimbursement

ACTION ITEM: **Update to Contract for Early Childhood Partnership - Zoo School San Antonio**

RECOMMENDATION: That the Board of Trustees enter into a partnership with San Antonio Zoo School that will be located at the Irma Lewis Outdoor Learning Center.

RATIONALE: The San Antonio Zoo School requested the following items be added to the contract. Those are the only changes.

1. Minimum Enrollment: Enrollment must reach no less than forty (40) half-day students, twenty (20) full-day students, or a combination of half-day and full-day students that collectively meets or exceeds the Program's required budget threshold.
2. Budget Requirement: The total enrollment must generate sufficient revenue to meet the Program's minimum budget of one hundred seven thousand dollars (\$107,000.00).
3. Approval by San Antonio Zoo: The Program must receive formal approval of the budget and operational plan from the San Antonio Zoo prior to implementation.

REFERENCE and COMPLIANCE: BAA Board Legal Status Powers and Duties

BUDGET IMPACT / INFORMATION: Some increase in revenue that will be estimated at PEIMS snapshot in October 2025 and a settle up calculated after Summer 2026 PEIMS (Public Education Information Management System).

EXHIBITS: Early Childhood Partnership Presentation & Contract

RESOURCE PERSONNEL: Elizabeth Banks, Chief Financial Officer, RTSBA

Submitted by:

(Name)	<u>Dr. Jack Lee, Superintendent</u>
(Address)	<u>1221 E. Kingsbury St., Seguin, TX 78155</u>
(Telephone)	<u>(830) 401-8614</u>
(Date)	<u>07/29/25</u>

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT

BETWEEN

SEGUIN INDEPENDENT SCHOOL DISTRICT

AND

WILL SMITH ZOO SCHOOL

STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

This Agreement is entered into between the Seguin Independent School District (“SISD”), a public independent school district and political subdivision of the State of Texas, by and through its Board of Trustees, and Will Smith Zoo School (“WSZS”), collectively, “the Parties.” This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, SISD is an independent school district located in Seguin, Texas; and

WHEREAS, SISD offers prekindergarten and kindergarten programs under Chapter 29 of the Texas Education Code; and

WHEREAS, WSZS operates a private school located in Bexar County, Texas, that is licensed by and in good standing with the Texas Health and Human Services Commission (Operation No. 1549988) and accredited by the National Association for the Education of Young Children (“NAEYC”); and

WHEREAS, WSZS provides instructional services to children ages 3 and older who are in Pre-Kindergarten and Kindergarten; and

WHEREAS, Texas Education Code § 29.171 authorizes a school district that offers a prekindergarten program to enter into a contract with an eligible private provider to provide services or equipment for the program; and

WHEREAS, SISD desires to partner with WSZS pursuant to Texas Education Code §§ 11.157, 11.167, 29.1532, 29.1533, and 29.171 for an early childhood education partnership through the Irma Lewis Nature School (“Program”); and

WHEREAS, pursuant to SISD Board Policy Policies FDA (LOCAL), EEL(LEGAL) and EHBG(LEGAL), SISD has agreed to admit into SISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Kindergarten and who will receive early childhood education services at the WSZS facility located in San Antonio Texas; and

WHEREAS, WSZS desires to encourage the enrollment of eligible resident 3-year-old students through Kindergarten into SISD’s early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of the SISD’s educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

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

I. TERM

1.1 **Initial Term.** Subject to Section 1.5, below, the initial term of this Agreement shall commence on **July 23, 2025** and end on June 30, 2026.

1.2 **Renewal.** This Agreement shall automatically renew for one-year terms commencing on August 1 of each calendar year if neither party terminates this Agreement.

1.3 **Termination.**

1.3.1 The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial term, then the terminating party shall give written notice of the same to the other party at least ninety (90) days prior to the conclusion of the initial term

1.3.2 For school years beyond the initial term, a party desiring to terminate the agreement shall give written notice of the same to the other party not later than thirty (30) days prior to the conclusion of the successive term.

1.4 **Return of Records.** Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, “educational record” means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term “records” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

1.5 **Contingency on Enrollment and Budget Approval.** The Parties acknowledge and agree that the commencement and operation of the Program is expressly contingent upon the satisfaction of the following conditions:

1.5.1 **Minimum Enrollment.** Enrollment must reach no less than forty (40) half-day students, twenty (20) full-day students, or a combination of half-day and full-day students that collectively meets or exceeds the Program’s required budget threshold.

1.5.2. **Budget Requirement.** The total enrollment must generate sufficient revenue to meet the Program’s minimum budget of one hundred seven thousand dollars (\$107,000.00).

1.5.3. **Approval by San Antonio Zoo.** The Program must receive formal approval of the budget and operational plan from the San Antonio Zoo prior to implementation.

II. DUTIES OF SISD

3.1 **Daily Instruction.** SISD shall provide the required hours of daily instruction meeting or exceeding all Texas Education Agency (“TEA”) requirements for a High-Quality Pre-Kindergarten and Kindergarten through Second Grade Programs in accordance with Texas Education Code §§ 29.167 - 29.169 and 29.171 - 29.172 for enrolled students who are at least 3 years old.

3.2 **Resources.** SISD may provide curriculum and instructional materials, as well as supplemental instruction resources, necessary to support all instructional requirements as described herein and including, but not limited to, the instruction of students in cognitive, physical, and social development.

3.3 **Child Find.** SISD shall comply with all Child Find obligations in compliance with the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.* and its implementing regulations at 34 CFR 300.001 *et seq.* (“IDEA”) or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, *et seq.* and its implementing regulations at 34 CFR § 104 (“Section 504”).

3.4 **FAPE.** SISD shall collaborate with WSZS to ensure the delivery of a free, appropriate public education (“FAPE”) for students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504.

3.5 **Monthly Meetings.** SISD shall provide appropriate personnel to participate in at least one monthly meeting during the term of this Agreement with WSZS ’s administrator(s) to ensure successful collaboration between the Parties.

3.6 **Progress Monitoring.** SISD shall assist and provide State and Campus Based Assessment and Progress Monitoring Tools to report student progress and/or achievement to parents and guardians and to WSZS.

3.7 **Supervisor.** SISD shall provide a qualified supervisor to assist with and ensure compliance with Texas Education Code § 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

3.8 **Transportation.** SISD may not provide transportation for any SISD student unless transportation is a related service in a student’s Individualized Education Program (“IEP”) under the IDEA.

3.9 **Funding.** SISD is the direct recipient of federal and state funds. Any payment made by SISD to WSZS is made as a contract service fee.

3.10 **Irma Lewis Outdoor Learning Center (“ILOLC”).**

3.10.1 SISD will provide WSZS exclusive access to the Environmental Science Classroom building at the ILOLC during the instructional hours and instructional days.

3.10.2 SISD will provide the WSZS shared use access to all other ILOLC grounds and facilities, as available and appropriate as determined by SISD.

3.10.3 SISD will provide utilities, custodial services, and general maintenance of all ILOLC facilities.

**IV.
DUTIES OF WSZS**

4.1 **Classroom and Common Space.** WSZS shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities.

4.2 **Furniture.** WSZS shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 **Staffing.** Programs operated directly by WSZS during those portions of the day when SISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with SISD Board Policies and regulations, as well as state and federal requirements.

4.4 **Data.** WSZS shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the SISD Ascender system, or any other data system that SISD may use. In certain circumstances, electronic or in-person delivery of data and documents to SISD will be acceptable. This data includes, but is not limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the “Teacher of Record” for entering daily attendance.

4.5 **Attendance.** WSZS shall ensure that daily attendance data that is entered into the Ascender system or delivered by other acceptable means as “Teacher of Record” if the person in Section 4.4 above is not designated for such.

4.6 **Schedule and Calendar.** WSZS shall work with SISD to attempt to align daily class schedules and the school calendar as closely as possible with the SISD school calendar. Variations in the WSZS school calendar should be made in coordination with SISD’s designated administrator.

4.7 **Screenings.** WSZS shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law.

4.7.1 WSZS personnel shall ensure the timely entry of data for such screenings as required by Texas law.

4.7.2 WSZS shall provide appropriate personnel to coordinate enrollment and health screening data entry with SISD’s PEIMS Coordinator.

4.8 **Student Information:** WSZS and its employees or agents shall maintain the confidentiality of student and medical records and specifically shall comply with the Family Educational Right to Privacy Act (“FERPA”), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 (“HIPAA”) Pub. L. No. 104-191, 110 Stat. 1936. This provision shall survive the termination of this Agreement. Upon termination of this Agreement, WSZS will return to SISD all student records, documentation, and other items that were used, created, or controlled by WSZS during the Term hereof.

4.9 **Intellectual Property.** WSZS acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to SISD. For purposes of this Agreement, “Confidential Information” shall include but not be limited to:

- a) Information relating to SISD’s financial, regulatory, personnel, or operational matters.
- b) Information relating to SISD’s clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of SISD’s business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from SISD or its agents.
- f) The term “Confidential Information” does not include the following:
 - i. Information available to the public through no wrongful act of the receiving party.
 - ii. Information that has been published.
 - iii. Information required in response to subpoena, court order, court ruling, or by law.

WSZS agrees that it will not, at any time during or after termination of this Agreement, use or disclose any confidential information or trade secrets of SISD to any person or entity for any purpose whatsoever without the prior written consent of SISD, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

WSZS agrees to release to SISD all records and supporting documentation related to this Agreement upon completion of the Term hereof.

4.10 **Criminal History Background Checks.** WSZS shall provide written certification to SISD that WSZS conducted a criminal background history check on all officers and employees who will enter the WSZS facility in compliance with SISD Board Policy CJA(LEGAL) and CJA(LOCAL) and Texas law. No employee, agent, representative, volunteer, applicant for employment, or other person associated with WSZS who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services under this Agreement. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to SISD for inspection and review during normal business hours of WSZS and upon request of SISD or governmental authorities.

4.11 WSZS reserves the right to submit, approve, use, or edit material that aligns with WSZS goals and values.

V. JOINT DUTIES

5.1 **Best Practices.** The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices.

5.2 **Instruction, Resources, and Services.** The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet student needs.

5.3 **Schedules.** The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

5.4 **Duplication Prevention.** The Parties shall monitor program operations to prevent duplication of efforts.

5.5 **Offerings.** The Parties shall provide academic program offerings and sequencing of offerings and instruction to ensure that daily instructional activities are mutually supportive and align with shared goals and objectives.

5.6 **Progress Monitoring.** The Parties shall collaborate on a regular basis to discuss the progress of the Agreement.

5.7 **Data Analysis.** The Parties shall collectively analyze and share program and student data for appropriate planning and improvement.

5.8 **Attendance.** The Parties shall routinely collaborate to meet attendance goals.

5.9 **Family Services.** The Parties shall provide family services and participate in parent engagement activities and home visits.

5.10 **Standards and Regulations.**

5.10.1 The Parties shall collaborate to ensure that the program meets the applicable standards and regulations of SISD and WSZS, including, but not limited to teacher certification/qualification requirements, curriculum, assessment, attendance procedures, classroom sizes and ratios, services provided to children and families, nutrition requirements, and instructional minutes.

5.10.2 The Parties shall collaborate to ensure that the program meets any applicable standards and requirements of WSZS, including, but not limited to childcare licensing standards and NAEYC requirements.

VI. FINANCING THE PROGRAMS

6.1 **SISD Funds.**

6.1.1 SISD shall retain all funds allocated to SISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.1.2 SISD shall retain all other state grant funds generated by SISD for the operation of any other state programs for which SISD becomes eligible under this program.

6.1.3 SISD shall retain all federal educational funds earned by SISD for the operation of any of the federal programs for which SISD becomes eligible under this program.

6.1.4 SISD shall retain any other gifts or grant funds received by SISD for the operation of any of its programs or for which SISD becomes eligible.

6.2 **Allocation of Funds.** SISD shall calculate the initial extra funding generated by WSZS students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for WSZS at a rate not to exceed 85% of the Basic Allotment for students in K, and 85% of the Basic Allotment for qualifying students in Pre-K, approved by the

State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements (“Financial Addendum”).

6.3 **Settle Up.** SISD shall perform a “settle-up” calculation upon receiving the SISD final summary of finance from TEA upon completion of academic school year 85% of any funding generated in excess of the initial calculated funds generated by eligible co-enrolled students shall be sent to WSZS no later than the end of November of the following school year.

6.4 **WSZS Funds.**

6.4.1 WSZS may retain all funds for wrap-around services provided to students in the programs.

6.4.2 WSZS may retain all funds received from the operation of the food service program and additional funds granted by the Texas Workforce Commission for child-care subsidies.

6.4.3 WSZS may retain any and all other gifts and grants awarded directly to WSZS.

6.4.4 WSZS reserves the right to charge private service fees for non-SISD related school hours and any penalties or fees for late pickup, etc.

6.5 **Tuition and Subsidies.** Tuition and/or childcare subsidies may NOT fund hours funded by SISD.

VII. PROGRAM LOCATIONS

7.1 **SISD Facility.** WSZS shall operate the early childhood partnership program on behalf of Seguin ISD at the facility located at 1865 East Hwy 90, Seguin, Texas 78155.

7.2 **WSZS Facility.** SISD will provide instructional services for the early childhood program on behalf of WSZS at the facility located at the Will Smith Zoo School facility located at 103 Tuleta Dr., San Antonio, Texas 78212.

7.3 **Program Premises.** The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in this Agreement.

VIII. NOTICES

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

a. Seguin ISD
Attn: Superintendent of Schools
1221 E. Kingsbury
Seguin, Texas 78155

b. Will Smith Zoo School
Attn: Executive Director
103 Tuleta Dr
San Antonio, Tx 78212

8.2 **Method of Delivery.** Notices provided pursuant to this Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.1 **Insurance.** Each party shall, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

10.1 **Coordination.** SDISD and WSZS will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

10.2 **Non-Exclusivity.** This Agreement does not restrict SISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 **Status of Parties.** This Agreement does not and shall not create a principal-agent relationship, partnership, employment relationship, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 **No Waiver of Immunity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WSZS ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO SISD, INCLUDING BUT NOT LIMITED TO ANY STATUTORY, SOVEREIGN, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO SISD UNDER APPLICABLE LAW.

10.5 **Dispute Resolution.** If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to non-binding mediation at SISD's central administrative office or by a virtual platform, e.g., Zoom or Google Meets.

10.6 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 **Venue.** The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Guadalupe County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein.

10.8 **Indemnification.** WSZS shall hold harmless, indemnify, and defend SISD, its officers, employees, agents, subcontractors and consultants in their official and individual capacity from and against all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels) which may be asserted, claimed or recovered against or from SISD, its officers, employees, agents, subcontractors or consultants in their official or individual capacity by reason of any violation of a student's federally protected rights, damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the Parties and their, successors, representatives, and assigns and cannot be waived or varied.

10.9 **Confidential Information.** The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

10.13 **Limitations**: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF SISD (A PUBLIC SCHOOL DISTRICT) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON SISD'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON SISD EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

10.14 **Ineligibility for Nonpayment of Child Support**. Pursuant to Texas Family Code § 231.006(d), regarding child support, WSZS certifies that WSZS is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

10.15 **Loss of Funding and Commitment of Current Revenue**: Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. SISD shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without SISD incurring any liability to WSZS as a result of such termination, including early termination charges. If SISD terminates this Agreement pursuant to this paragraph, WSZS will have the right to collect and retain payment for services rendered to SISD through termination date but shall not be entitled to any early termination charges

10.16 **Headings**. The captions used in this Agreement are for convenience of reference only and shall not be construed to define or limit any provision of this Agreement.

10.17 **Authority**. The individuals executing this Agreement warrant that they have the authority to bind their respective party as of the date indicated by their signatures below.

**SEGUIN INDEPENDENT
SCHOOL DISTRICT:**

By: _____ Date: _____

Title _____

WILL SMITH ZOO SCHOOL

By: _____ Date: _____

Title _____

FINANCIAL ADDENDUM

1. WSZS shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.
2. SISD shall perform a financial estimate on the additional funding to be generated by students in “1” above.
3. SISD shall allocate to WSZS 85% of the estimated additional funding generated by WSZS students in “1” above.
5. WSZS may choose to access their allocation via transfer of staff salaries and benefits costs to SISD, agreement payments from SISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total WSZS allocation is less than the salaries and benefits for a staff member, then SISD may provide WSZS allocation as an agreement payment option only. Initial payment from SISD will be received no later than the end of October 1 2025.
6. SISD will conduct a “settle-up” calculation of the total funds generated by WSZS students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year 85% of any amounts generated by WSZS students over the initial estimate shall be paid to WSZS not later than the end of November of the following school year, or as otherwise negotiated by WSZS and SISD.
7. Any staff of WSZS transferred to employment with SISD shall have an addendum to their contracts stipulated employment with SISD ends when the negotiated Agreement between SISD and WSZS ends or is terminated.
8. SISD and WSZS may choose to negotiate the details of WSZS allocation payments ninety (90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature _____	Title _____
Printed Name _____	Date _____

ACTION ITEM: **Consider and Adopt Resolution Authorizing Emergency Procurement Procedures for Flood Remediation and Repair of Central Administrative Offices, and Delegation of Authority to Administration to Procure Construction Services Necessary to Restore Effective School Operations**

RATIONALE: This will allow us to get started on repairs at central office without all of the normal advertising requirements. There is an exception under procurement laws for certain limited “emergency” circumstances that is allowed under Section 44.031(h) of the Education Code (e.g., unforeseen damage caused by things like weather, fire, etc.). This exception allows the District to bypass normal procurement methods if the delay imposed by the competitive procurement process would impair the conduct of classes or “other essential school activities.”

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

BUDGET IMPACT / INFORMATION: None

EXHIBITS: Resolution

RESOURCE PERSONNEL: Elizabeth Banks, Chief Financial Officer, RTSBA

Submitted by:
(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25

ACTION ITEM:

Possible Action to Grant Superintendent Temporary Hiring Authority for Certified Personnel

RECOMMENDATION:

Possible action to grant ability to Superintendent to have final hiring authority of all contractual personnel below the level of Director and Campus Principal beginning July 29, 2025 and ending on December 31, 2025.

RATIONALE:

Due to the increasingly competitive hiring season, this authority will allow Seguin ISD to offer immediate employment opportunities to the strongest, highly qualified applicant pool. Any positions at the level of Director and Campus Principal or higher will be referred to the board for final hiring approval.

REFERENCE and COMPLIANCE:

Strategic Priority #4: Staff Satisfaction - Seguin ISD will improve student, parent, and staff satisfaction as determined by the Gallup Poll.

PAPERWORK IMPACT:

Minimal

BUDGET IMPACT/ INFORMATION:

None

EXHIBITS:

None

RESOURCE PERSONNEL:

Jeremy Nueman, Chief of Human Resources

Submitted by:

(Name) Dr. Jack Lee, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 07/29/25