

Regular Meeting
Monday, August 12, 2024 5:30 PM

GISD Administrative Board Room
1615 St Lawrence St.
P O Box 157
Gonzales, Texas 78629

Agenda

1. Call to Order
Presenter: Board President
 - 1.A. Roll Call
Presenter: Board President
 - 1.B. Invocation:
Presenter: Gloria Torres
 - 1.C. Pledge:
Presenter: Justin Schwausch
 - 1.D. Mission Statement:
Presenter: Ashley Molina
2. Public Comments
Presenter: Board President
3. Recognitions

Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
4. New Business/Action Items
 - 4.A. Consent Agenda

Discuss and Consider Action to approve the Consent Agenda
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
 - 4.A.1. Minutes of Meetings:
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
 - 4.A.2. Budget Amendments:
 - 4.B. Discuss and Consider Action on the GASB 54 Resolution
Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools
 - 4.C. Discuss and Consider Action on Notice of Public Meeting to Discuss Budget and Proposed Tax Rate
Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools
 - 4.D. Discuss and Consider Action on Agreement for the Purchase of Attendance Credits (Option 3 Agreement) and to Delegate Contractual Authority to the Superintendent
Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools
 - 4.E. Discuss and Consider Action to Authorize the Superintendent to Sign the Legal Services Retainer Agreement with Walsh Gallegos Trevino Russo & Kyle P.C.

- Presenter:** Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools
- 4.F. Discuss and Consider Action on Resolution/Settlement Agreement in Administrative Hearing Cause No.24-0416-K; Gonzales Independent School District vs. Texas Department of Health & Human Services, Including Possible Resolution
Presenter: Amanda Smith, Chief Financial Officer; Erin Lindemann-LaBuhn, Executive Director of State & Federal Programs; Dr. Elmer Avellaneda, Superintendent of Schools
- 4.G. Discuss and Consider Action to Approve the Appraisal Calendar and Appraisers for the 2024-2025 school year.
Presenter: Brandi Bell, Executive Director of Recruitment, Leadership, and Professional Development
- 4.H. Discuss and Consider Action to Approve 3 MOUs with Victoria College to bridge instructional services for Plumbing II, Electrical II, and Welding I
Presenter: Wendy Cox, Director of CCMR/CTE; Dr. Elmer Avellaneda, Superintendent of Schools
- 4.I. Discuss and Consider Action to approve changes to Gonzales ISD Adult Breakfast and Lunch Meal Prices
Presenter: Ed Wayner, Director of Food Services; Dr. Elmer Avellaneda, Superintendent of Schools
5. Reports
- 5.A. Academic Report
Presenter: Dr. Rachelle Ysquierdo, Executive Director of Curriculum and Instruction
- 5.B. Financial Report
Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools
- 5.C. 2023 Bond Program Monthly Update
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
- 5.D. Superintendent Reports
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
6. Board Business
- 6.A. Board Correspondence
- 6.B. Dates of Interest
7. Adjourn



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Naomi Brown

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
August 12, 2024

SUBJECT: Public Comments

RATIONAL SUMMARY:

The next item on the agenda is public comment. Before we begin, I will remind our audience members of the Board's procedures for handling public comments. The public comment portion of our meeting is available to members of the public who wish to address a meeting item on tonight's agenda or other matter pertaining to Gonzales ISD.

Anyone who wants to speak during public comment must sign in before the start of the meeting and list the agenda item they want to discuss. Each public comment speaker will be allowed a maximum of 5 minutes to address the Board. If necessary for effective meeting management, or to accommodate large numbers of individuals wishing to address the Board, we may shorten the time for each individual wishing to present comments. The public comment portion of the meeting will allow all speakers who have signed up before the start of the meeting to address the Board regarding an item on tonight's agenda. Persons requiring a translator will be given additional time.

Please keep your comments or criticisms civil and courteous. Please also avoid using profanity during your opportunity to speak. Last, we ask that you not discuss students who are not your child.

If a speaker is seeking Board resolution of a specific complaint, that concern should be addressed through the District's grievance process. District policy DGBA has been established for addressing employee complaints, policy FNG is the avenue for filing parent complaints, and policy GF address community member complaints. Grievance forms can be obtained at any campus administration office, or in the central administration offices.



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Board of Trustees

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Ashley Molina

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GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Consent Agenda

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY:

A. Meeting Minutes: July 8, 2024-Regular Meeting
July 22, 2024-Special Meeting

B. Budget Amendments:

SUPERINTENDENT'S RECOMMENDATION: APPROVE

MOTION: *I move that the Board approve the consent agenda, as presented.*



LEARNING TODAY,
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Minutes
Monday, July 8, 2024
Regular Board Meeting at 5:30 P.M.
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present:

Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson
Ashley Molina
Gloria Torres
Sandra Gorden

Board Member Absent: Ross Hendershot, III, President

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Monday, July 8, 2024, at the Administrative Office Board Room, Gonzales, Texas. Vice President, Justin Schwausch called the meeting to order at 5:30 P.M.

A quorum was declared with 6 members present.

Invocation, Pledge, Mission Statement

Gloria Torres gave the Invocation, Naomi Brown led the Pledge to the Flag, and Ashley Molina read the Mission Statement.

Item #2: Public Comments: There were no public comments.

Item#3: Recognitions:

GEDC board members and Vince Ortiz, representative from Victoria College Gonzales Center, and Susan Sanky, Gonzales Economic Development Corporation Executive Director (GEDC), presented GISD with a District Recognition. Daisy Scheske Freeman and Ryan Lee were also in attendance representing the GEDC.

The recognition was the 2024 Texas Economic Development Council Workforce Excellence Award.

Item #4: New Business/Action Items:

A. **Discuss and Consider Action to Approve the Consent Agenda**

1. Budget Amendments-No Budget Amendments
2. Minutes: June 3, 2024-Special Meeting
June 24, 2024-Regular Meeting

Ashley Molina made a motion, with a second from Gloria Torres, to approve the consent agenda, as presented.

The motion carried 6/0.

B. **Discuss and Consider Action on the 2024-25 Compensation Plan**

TASB Consultant presented the 2024-25 Compensation Plan to the board. TASB conducted a pay study review for GISD. In alignment with the TASB Pay Study and Board Policy DEA (Local), Administration recommended the 2024-25 compensation plan to the board for approval.

Four recommendations were suggested by TASB:

- Implement pay structure adjustments to align with market
- Adopt a general pay increase (GPI) to maintain market position; GPI calculated as a percentage of employee's pay grade midpoint for all pay groups except teachers which was calculated as a percentage of market median salary
 - Model 1: 1% for all job groups
 - Model 2: 2% for all job groups
- Provide adjustments to address market differences and maintain equity
- Consider increasing stipends for hard-to-fill teaching assignments
 - Increase bilingual stipend by \$2,500 (from \$4,000 to \$6,500)

Josie Smith-Wright asked if model 2 would get staff to their correct pay grade. Some employees may get a bigger pay increase to get them to where they should be. Josie Smith-Wright asked the superintendent, Dr. A, if himself and the board were planning to ask the CFO if the recommendations were affordable; therefore, Dr. A asked the CFO to speak on how this could impact GISDs budget.

Amanda Smith, GISD Chief Financial Officer (CFO), stated that, as with all additions to the budget, other items would need to be cut in order to compensate for the addition. It's not a matter of "affordability". It's a matter of prioritization. She agreed that either of these plans could work for our district.

Dr. A stated that model 2 (2%) gave an increase across the board with an adjustment for hourly employees.

Ashley Molina, made a motion, with a second from Josie Smith-Wright to approve the compensation plan to support the district's goals for hiring and retaining highly qualified employees, as presented.

The motion carried 6/0

G. **Discuss and Consider Action on the Fuel, Lubricant, & Oil Contract**

Gene Kridler, GISD Executive Director of Operations, sought approval for the Fuel, Lubricant, and Oil Contract for the 2024-25 fiscal year. He explained that GISD had solicited proposals resulting in two proposals being received and evaluated and negotiated. Mr. Kridler recommended GISD approve the negotiated proposal and award the contract to Schmidt and Sons.

Josie Smith-Wright made a motion with a second from D'Anna Robinson to award the contract to Schmidt and Sons, as presented.

The motion carried 6/0.

H. **Discuss and Consider Action to select a vendor for Apache Field Press box project**

Mr. Kridler went before the board to select a vendor the Apache Field Press box project. The district is required to select a vendor for Apache Field press box and to authorize the superintendent to negotiate and possibly enter into an agreement with the most qualified press box vendor based upon the RFP selection criteria as well in the best interest of the District.

Mr. Kridler recommended Watermen Construction. The total number for the construction would be \$505,821

The board suggested we get a total to see what the cost would be to renovate the current press box prior to taking action on a replacement press box.

The board tabled this action item for another time.

I. **Discuss and Consider Action to Approve Schematic Design for CTE Building and Ag Barn as part of the 2023 Bond Program**

VLK and Mr. Casey Sledge, GISD's bond program manager, presented the Schematic Design for the CTE Building and Ag Barn.

Schematic Design approval of the Career & Technology Education Building and Ag Barn is required per VLK's Agreement with the District. Schematic Design includes building size, building floorplan, and preliminary site layout. After Schematic Design is approved, the next phase is Design Development where details of interior layout, door locations, window locations, and finishes will be developed. GISD staff and administration have been involved in the design to ensure the appropriate scope has been considered. The design currently included 30,057 square feet for CTE Building with an additional 4,446 square feet of Auto Tech if included and 4,392 square feet for Ag Barn.

While the CTE Building was originally planned to be 26,000 square feet, the Programming phase requests by staff and public members brought the desired design to 30,057 square feet. The additional 4,000 square feet will provide more programs but is estimated to cost approximately \$2M more. According to the construction cost estimates provided by Weaver & Jacobs and our 2023 Bond Program Budget, the 30,057 square foot building will push us near our budget limits. Note the cost estimates are a planning tool and not bids; the actual bids will not be known until design is complete and could be higher or lower.

If the Board desires to have a Building that is closer to the original square footage, one option is to consider the removal of the Cosmetology program from the new building. This option would lower the cost approximately \$1.5M.

If we proceed with the full 30,057 square foot building, we cannot afford the Auto Tech addition within the Bond Budget. Approximately \$2M from Operational Funds will need to be committed. If Cosmetology is removed from the Building, we may be able to afford the Auto Tech space within the Bond Budget, though it will be close to our budget limits. We could proceed with the design including Auto Tech as an Alternate Bid.

The board tabled this action item for further discussion.

J. **Discuss and Consider Action to approve and sign the Gonzales ISD TEKS Certification Form**

Dr. Rachele Ysquierdo, GISD Executive Director of Curriculum and Instruction, presented to the board the GISD TEKS Certification Form from TEA.

Dr. Ysquierdo explained that, in accordance with Texas Education Code, §31.004, local education agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the Commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, in accordance with 19 Texas Administrative Code (TAC) §66.105, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C). The TEKS Certification 2024-25 Survey includes a section to allow LEAs to certify they meet this requirement.

In response to feedback from last year's process, the agency refined the TEKS Certification Process and will utilize the TEKS Certification 2024-2025 Form to be completed offline and presented to the board of trustees for signature. The form will then be submitted through a Qualtrics survey.

Gonzales ISD will continue to use what was put in place for the upcoming school year. Changes might be made to the supplemental resources to the Tier 2 and 3 students getting intervention.

Josie Smith-Wright made a motion, with a second from Gloria Torres to approve the Gonzales ISD TEKS Certification from for the 2024-2025 school year as presented.

The motion carried 6/0.

K. **Discuss and Consider Action to approve the Gonzales ISD Science Proclamation 2024-2025**

Dr. Ysquierdo presented the Science Proclamation for the 2024-2025 school year that was the decision of the committee that was created for this adoption. Along with this action item was the purchase of those materials (Stemscopes).

D' Anna Robinson made a motion, with a second from Josie Smith-Wright, to approve the 2024-2025 Science Proclamation resources for GISD.

The motion carried 6/0.

Item#5 Reports:

A. TASB Check In

Orin Moore from TASB briefly spoke to the board about Lonestar Governance. The board asked that the superintendent gather more information about what the next steps for participation would be and bring it back for further discussion.

B. Financial Report

The Financial Report was presented by Amanda Smith, CFO.

C. Bond Program Monthly Update

Casey Sledge presented the monthly bond program update to the board.

D. Superintendent Reports

Presented by Superintendent, Dr. Elmer Avellaneda

Item#6 Board Business:

Board Correspondence: No Correspondence

Dates of Interest:

August 5-6, 2024	New Teacher Orientation
August 7-13, 2024	Staff Development/Student Holiday
August 7, 2024	Convocation
August 12, 2024	Regular Board Meeting
August 14, 2024	First Day of School
August 19, 2024	Budget Workshop
August 26, 2024	Budget & Tax Rate Adoption
September 9, 2024	Regular Board Meeting
September 12-13, 2024	MASBA National Conference

Item #7 Adjourn to Closed Session:

Under Texas Government Section [551.071](#) (Consultation with Attorney), Code Section [551.072](#) (Deliberation Regarding Real Property), [551.73](#) Deliberation Regarding Prospective Gift, Texas Government Code Section [551.074](#), (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee), Texas Government Code Section [551.076](#) (Deliberation regarding implementation of Security, personnel or devices) and Section [551.082](#): School Children; School District Employees; Disciplinary Matter or Complaint, Section [551.083](#): Certain School Boards; Meeting Regarding Consultation with Representative of Employee Group, Section [551.084](#): Investigation; Exclusion of witnesses from a hearing.

The board went into a closed session at 7:40 P.M.

Item #8 Reconvene to Open Meeting:

The Board will take appropriate action on items, if necessary, as discussed in the Closed Session. The board returned to an open session at 8:14 P.M.

Item #9 Adjourn

There being no further business, Vice President Schwausch adjourned the meeting at 8:15 P.M.

Ross Hendershot III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

Minutes
Monday, July 22, 2024
Special Board Meeting at 12:00 P.M.
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President-came in at 12:10
Josie Smith-Wright, Secretary
Ashley Molina
Gloria Torres
Naomi Brown

Board Member Absent: D'Anna Robinson

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Monday, July 22, 2024, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 12:00 P.M.

A quorum was declared with 6 members present.

Invocation, Pledge, Mission Statement

Josie Smith-Wright gave the Invocation, Gloria Torres led the Pledge to the Flag, and Justin Schwausch read the Mission Statement.

Item #2: Public Comments: There were no public comments.

Item #3: New Business/Action Items:

A. **Discuss and Consider Action on Proposed Budget Amendments**

Amanda Smith, GISD Chief Financial Officer, requested the board approve a budget amendment to the General Fund, within the existing budget, to cover the costs of the ADA ramps project at Apache Stadium: \$64,600 from Function 11 to Function 81.

Ashley Molina made a motion, with a second from Josie Smith-Wright to approve the budget amendment, as presented.

The motion carried 6/0.

B. **Discuss and Consider Action to Approve the Schematic Design for CTE Building and Ag Barn as part of the 2023 Bond Program**

Schematic Design approval of the Career & Technology Education Building and Ag Barn is required from the board per VLK's Agreement with the District. Schematic Design includes building size, building floorplan, and preliminary site layout. After Schematic Design is approved, the next phase is Design Development where details of interior layout, door locations, window locations, and finishes will be developed. GISD staff and administration have been involved in the design to ensure the appropriate scope has been considered. The design as presented to the Board on July 8, 2024 included 30,057 square feet for the CTE Building, an additional 4,446 square feet of Auto Tech space, and 4,392 square feet for the Ag Barn.

After hearing comments from the Board and staff earlier in July, VLK Architects updated the design to include more space efficiencies while maintaining all planned programs.

There is no direct cost associated with the approval of this item. This project will be competitively bid by Weaver & Jacobs and brought to the Board for consideration before construction.

Casey Sledge stated that VLK was able to maintain all of the programs (not delete any programs) and they were able to remove some square footage which lowered the cost estimate. He estimates the new design presented to be about \$600,000 under budget, if approved by the board.

Chris Moore from VLK stated that they were able to take off about 3,000 sq ft from the previous design which makes the new design more efficient. About 2,000 sq ft was taken off the first floor alone.

Josie Smith-Wright made a motion, with a second from Gloria Torres to approve the Schematic Design of the CTE Building and Ag Barn as part of the 2023 Bond Program.

The motion carried 6/0.

Item #4 Adjourn

There being no further business, President Hendershot adjourned the meeting at 12:15 P.M.

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Gloria Torres

Deanna Robinson

Ashley Molina

Naomi Brown

GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action on the GASB 54 Resolution

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY: The Governmental Accounting Standards Board Statement Number 54 requires that a resolution be used should a district's board of trustees desire to commit or "earmark" a portion of its fund balance for a specific purpose.

ADMINISTRATION'S RECOMMENDATION: Approve and adopt

SAMPLE MOTION: *"I move that the board approve and adopt the resolution, as presented."*

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**Resolution of the
Gonzales Independent School District
Board of Trustees
as Required by GASB 54**

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, Gonzales Independent School District ("Gonzales ISD ") implemented GASB 54 requirements, and applied such requirements to its financial statements beginning with the September 1, 2010 - August 31, 2011 fiscal year; and

WHEREAS, Gonzales ISD categorized according to the following components: Nonspendable (including but not limited to, inventory, prepaid), Restricted (external restrictions), Committed (imposed by resolution), Assigned (general intent for specific use) and Unassigned (residual); and

NOW THEREFORE BE IT RESOLVED that Gonzales ISD Board of Trustees commits a portion of its General Fund Balance to the following:

- \$125,000.00 is committed for the construction and/or furnishing of the CTE Facility associated with the 2023 Bond Program

BE IT RESOLVED that Gonzales ISD Board of Trustees commits the total fund balance of Campus Activity Funds reported in the Special Revenue Fund.

AND BE IT RESOLVED that Gonzales ISD's financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The District shall strive to maintain a yearly fund balance in the general operating fund that equals at a minimum two and a half months of operating expenditures.

The above Resolution is adopted this 12th day of August 2024.

Board President

Board Secretary



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Ashley Molina

D'Anna Robinson

Gloria Torres

Naomi Brown

GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action on Notice of Public Meeting to Discuss Budget and Proposed Tax Rate

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: In order to adopt the budget and tax rates on August 26, 2024, administration recommends the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate be published in The Gonzales Inquirer on August 15, 2024. The notice must be legally published no less than ten (10) days and no greater than thirty (30) days prior to the meeting.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board approve the notice, as presented."*



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NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The GONZALES INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 05:30 pm, August 26, 2024 in East Ave Admin Building 1615 Saint Louis St, Gonzales, TX 78629. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$0.7308/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.1326/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	-2.54 % decrease
Debt Service	81.24 % increase
Total Expenditures	2.82 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$5,164,506,477	\$5,942,640,857
Total appraised value* of new property**	\$41,658,120	\$46,018,680
Total taxable value*** of all property	\$2,728,618,107	\$3,179,867,250
Total taxable value*** of new property**	\$39,880,110	\$44,866,610

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.012(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$65,300,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$0.7331	\$0.0916	\$0.8247	\$9,784	\$3,261
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.7363	\$0.1345	\$0.8708	\$11,978	\$1,831
Proposed Rate	\$0.7308	\$0.1326	\$0.8634	\$11,417	\$1,831

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$171,018	\$179,590
Average Taxable Value of Residences	\$60,835	\$85,447
Last Year's Rate Versus Proposed Rate per \$100 Value	\$0.8247	\$0.8634
Taxes Due on Average Residence	\$501.71	\$737.75
Increase (Decrease) in Taxes		\$236.04

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$0.8645. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$0.8645.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$12,388,426
Interest & Sinking Fund Balance(s)	\$0

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



Board of Trustees

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Vice President

Josie Smith-Wright
Secretary

Ashley Molina

D'Anna Robinson

Gloria Torres

Naomi Brown

GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action on Agreement for the Purchase of Attendance Credits (Option 3 Agreement) and to Delegate Contractual Authority to the Superintendent

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: The district has received preliminary notification that its local revenue will exceed its entitlement for the 2024-25 school year (previously referred to as a "Chapter 41 district"). At this time, we are obligated to inform the Texas Education Agency (TEA) how we intend to reduce our local revenue.

Due to the district's Chapter 48 state funding exceeding its Chapter 49 recapture costs, the administration recommends offsetting/reducing state aid by the amount owed for recapture in lieu of making payments to the state.

The contract submission process is now completed electronically through a module on TEA's website. Therefore, contractual authority must be granted to the superintendent so that he can submit the data through the TEA module on behalf of the district.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board approve the agreement and delegate contractual authority to the superintendent, as presented."*



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[Exit]

[District Profile \(/fsp/DistrictProfile.aspx\)](#) [Programs \(/fsp/Programs/ProgramsHome.aspx\)](#) [School District State Aid Reports \(/fsp/Reports/ReportSelection.aspx\)](#)

FSP Home ([/fsp/Default.aspx](#)) > Programs ([/fsp/Programs/ProgramsHome.aspx](#)) > Excess Local Revenue ([/fsp/ExcessLocalRevenue/ExcessLocalRevenueHome.aspx](#)) > Intent/Choice Selection

Intent/Choice Selection

[Help \(../Help/FSPChapter41/Submitting_ASATR.htm\)](#)

District Intent/Choice Selection has been saved.

Status: Saved

Last Updated: 8/7/2024 4:33:42 PM

Last Updated By: Amanda.Smith19

Contact Information

Superintendent (Required)

First Name:

Last Name:

Email:

Phone:

Program Contact (optional)

First Name:

Last Name:

Email:

Phone:

Tuition

Does your district plan to charge tuition to educate nonresident students? Yes No

Choose Options

- Option1: District Consolidation
- Option2: Detach property to another district
- Option3: Purchase attendance credits from TEA
- Option4: Educate partner district students
 - Technology Consortium (only available if options 3 and 4 selected)
- Option5: Tax base consolidation

Election Dates

Enter the date of your district's election authorizing the purchase of attendance credit under TEC, §49.156. However, if the date of your successful option 3 or option 4 election is pre-populated, DO NOT change the election date(s). The election date *is not* the date of your district's Voter Approval Tax Rate Election(VATRE) or the date of the board meeting during which the agreement contract was approved. If your district has held an election and the election date field is blank, enter the date of your district's successful option 3 and/or option 4 election. If your district will hold an election for the 2024-2025 school year, enter the date of the district's scheduled election. If your district has not held an election, leave the election date field blank.

Date of successful option 3 election

Select Choice

- Choice 1: Reduce state aid under Chapter 48 by the amount owed for recapture.

With this option the estimated recapture will be withheld from state aid payments under Chapter 48 that are scheduled to begin in September.

Choice 2: Receive state aid under Chapter 48 and pay recapture separately.

With this option, the district will receive state aid payments beginning in September. The district will make recapture payments in February through August or in one payment for the total amount required to be paid by the district by August 15.

District Funding and Excess Local Revenue Estimates

District Estimated Chapter 48 Funding: [?]	<input type="text" value="\$2,802,110"/>	TEA's Estimated Chapter 48 Funding (SOF): [?]	\$5,263,857	Difference: (\$2,461,747)
District Estimated Excess Local Revenue: [?]	<input type="text" value="\$451,836"/>	TEA's Estimated Excess Local Revenue (SOF): [?]	\$338,605	Difference: \$113,231

Certification

I hereby certify the above option(s) are, to the best of my knowledge, correct and the organization named above has authorized me as its representative to obligate this organization. I understand that the Commissioner is relying on this information to authorize my district to proceed with the adoption of a tax rate. Per TEC §49.004(c), tax rate adoption may not proceed until my district has received a letter from the Commissioner certifying that the district has reduced the district's local revenue level in excess of entitlement to the level established under TEC, §48.257. Certification that the district's local revenue level has been reduced will take into account any outstanding recapture balances from prior school years. If my district is in default for recapture payments, the Commissioner will not certify that the district has reduced the district's local revenue level in excess of entitlement, and my district will not be permitted to adopt an M&O tax rate. I further certify that any ensuing program and activity will be conducted in accordance with all applicable laws and regulations, and if accepted by the Texas Education Agency, this will form a binding agreement.

First Name	Last Name	Approval ID	Submit Date & Time
Amanda	Smith	Amanda.Smith19	8/7/2024 4:31:55 PM

Admin Comments:

Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is _____ (the "school year").

The agreement is for _____ School District ("the district"), with a county-district number of _____, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner's estimate of the cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district's entitlement under Chapter 48 will be recalculated. If the district's state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Naomi Brown

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
August 12., 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Authorize the Superintendent to Sign the Legal Services Retainer Agreement with Walsh Gallegos Trevino Russo & Kyle P.C.

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY: Board Police BDD (Local) authorizes the Board to retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representative in matters requiring legal services. The district is asking authorization from the board to allow the Superintendent to sign the Legal Service Retainer Agreement with Walsh Gallegos Trevino Russo & Kyle legal services for the 2024-2025 school year.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the board authorize the superintendent to sign the legal Services Retainer Agreement with Walsh Gallegos Trevino Russo & Kyle P.C., for the 2024-2025 school year, as presented."*



Our Students. Our Future.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

August 1, 2024

Dr. Elmer Avellaneda
Superintendent
Gonzales ISD
1615 St. Louis Street
Gonzales, Texas 78629

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Avellaneda:

It is our privilege to serve Gonzales Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on September 1, 2024, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 9/1/2024 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

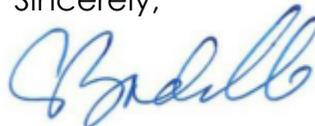
- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos*,"
- A free subscription to our monthly special education newsletter "*This Just In*," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description.

It is an honor to be of service to Gonzales Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (Local), which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 252-3405.

Sincerely,



Christine S. Badillo

CSB/glo
Enclosures

cc: Mr. Ross Hendershot, III, Board President
Ms. Erin Lindemann-LaBuhn, Director of Special Services



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

**LEGAL SERVICES RETAINER AGREEMENT
REGION 13 LEGAL SERVICES PROGRAM
FOR GONZALES INDEPENDENT SCHOOL DISTRICT**

The Gonzales Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.

6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this

Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

GONZALES INDEPENDENT SCHOOL DISTRICT

By: _____

(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.

By:  _____

Joe A. De Los Santos
Managing Shareholder

8/1/2024

(Date)

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

File Retention Policy

At the conclusion of a matter, the file is closed and all documents related to the file are gathered in a centralized location and properly labeled. This includes both paper and electronic documents. Because the nature of our work means that many matters may become active again, we have established a policy of maintaining our closed files for a period of 10 years. If a file is reopened, the 10 year period will start again after the file is closed again.

At the end of 10 years, we will notify clients that we will be destroying all files that have been closed for more than 10 years.* Clients will have 30 days from the date of the letter to let us know if they would prefer that the files be returned to them instead of being destroyed. Clients can also request a list of the files we plan on destroying and request to inspect the files before making a decision about whether or not to allow them to be destroyed. We will provide an estimate cost for delivering the files to clients if they choose to have the files returned to them instead of being destroyed. Any files that are destroyed will be done so at our expense.

For more information about our File Retention Policy please contact Vicki Limon at vlimon@wabsa.com or by calling 512.454.6864.

*Note that there are certain types of files that our attorneys may flag to hold for longer than 10 years before being destroyed. Clients can request a list of all of the closed matters that we have for them at any time by contacting Vicki Limon at vlimon@wabsa.com.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE AS OF JULY 16, 2022 LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$315/hour for associates licensed over two years, or \$335/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$335/hour for associates licensed over two years, or \$355/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

BENEFITS OF THE RETAINER PROGRAM

- 1. FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 8.9 free hours of telephone consultation. That is a \$2,714.50 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (800) 622-6864
- Albuquerque (800) 771-6864

- 2. REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.
- 3. FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

(1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and

(2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

- 4. E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you

designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- EEOC Releases New Regulations for Pregnant Workers Fairness Act
- Attorney General Rule Updating Title II of the ADA Ensuring that Web Content and Mobile Apps are Accessible
- U.S. Department of Labor Increases Salary Threshold for Exempt Employees
- Final Title IX Regulations Released
- Supreme Court Clarifies Limits on Public Officials' Social Media Conduct
- Next Steps in Medicaid Review Process
- HB 3033 Crucial NEW Deadlines for Responding to PIA Requests
- New I-9 Form for Employment Eligibility Verification
- HB 114 Creates a New Mandatory DAEP Offense

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
 - Interactive Student Code of Conduct
 - Discipline Guide for DAEP & Expulsion
 - Administrator's Anti-Bullying Toolkit
 - Sexual Harassment Investigation Guide
 - Operating Guidelines for Cameras in Special Education Settings
7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.



WALSH GALLEGOS
 KYLE ROBINSON & ROALSON P.C.

GONZALES ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

Name	Title	E-mail Address
Dr. Elmer Avellaneda	Superintendent	elmer.avellaneda@gonzalesisd.net
Mr. Ross Hendershot, III	Board President	ross.hendershot@gonzalesisd.net
Ms. Erin Lindemann-LaBuhn	Director of Special Services	erin.labuhn@gonzalesisd.net
Amanda Reed Smith	Chief Financial Officer	amanda.smith@gonzalesisd.net
Ms. Brandi Bell	Human Resources Officer	brandi.bell@gonzalesisd.net
Ms. Maggie Holub	Administrative Assistant to Superintendent	maggie.holub@gonzalesisd.net
Mr. Justin Schwausch	Board Vice President	justin.schwausch@gonzalesisd.net
Ms. Josie Smith-Wright	Board Member	josie.smith-wright@gonzalesisd.net
Ms. Gloria Torres	Board Member	gloria.torres@gonzalesisd.net

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

VIA FAX
 (512) 467-9318

VIA MAIL
 Client Services
 Walsh Gallegos
 P.O. Box 2156
 Austin, TX 78768

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1186963

Date Filed:
07/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Walsh Gallegos Kyle Robinson & Roalson P.C., or just Walsh Gallegos
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Gonzales Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
09900
Legal Services Retainer Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Robinson, Bridget	Austin, TX United States	X	
	Kyle, Paige	Austin, TX United States	X	
	Gallegos, Elena	Austin, TX United States	X	
	Walsh, Jim	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Joe De Los Santos, and my date of birth is 10/3/1971.

My address is 505 E. Huntland Drive, Suite 600, Austin, TX, 78752, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 12th day of July, 2024.
(month) (year)



Joe De Los Santos, Managing Shareholder
Signature of authorized agent of contracting business entity
(Declarant)



Board of Trustees

Ross Hendershot III
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GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action on Resolution/Settlement Agreement in Administrative Hearing Cause No.24-0146-K; Gonzales Independent School District vs. Texas Department of Health & Human Services, Including Possible Resolution

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Erin Lindemann-LaBuhn, Executive Director of State & Federal Programs; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: This is the final step in the 2022 SHARS settlement formal appeals process that we've been discussing for a few months.

Ms. Smith shared during the June 2024 financial report that Walsh Gallegos recommended we accept the settlement. Since that time, we learned that the board must act to do so. The agreement that is included with this agenda item is required to move forward. The settlement is valued at \$251,822.04.

SUPERINTENDENT'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board approve the proposed settlement agreement as presented by administration and authorize the superintendent to execute the agreement."*



LEARNING TODAY,
LEADING TOMORROW

**APPEALS DIVISION
HEALTH AND HUMAN SERVICES COMMISSION
AUSTIN, TEXAS**

GONZALES INDEPENDENT SCHOOL DISTRICT	§	
Petitioner	§	
vs.	§	CAUSE NO. 24-0146-K
	§	
TX HEALTH AND HUMAN SERVICES	§	
Respondent	§	

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by Petitioner, Gonzales Independent School District (“Petitioner” or “the district”), and Respondent, the Texas Health and Human Services Commission (“HHSC”), collectively referred to as the “Parties.” The Parties enter into the following agreement to resolve the matters involved in the above-styled cause.

I. Background

- A. Petitioner is Gonzales Independent School District (“Petitioner” or “the district”) a participant in the School Health and Related Services (SHARS) program providing Medicaid services to Medicaid-eligible students. The oversight of SHARS is a cooperative effort between the Texas Education Agency (TEA) and HHSC.
- B. Petitioner filed a request for an administrative hearing to appeal the findings from the Informal Review of the 2022 SHARS Cost Report.
- C. The Parties agree to compromise and settle all claims, complaints, and causes of action between them associated with HHSC Cause No. 24-0146-K and intend that the full terms and conditions of their compromise and settlement of such claims, complaints, and causes of action be set forth in this Agreement.

II. Terms and Conditions

- A. In consideration of the recitals stated above, the mutual promises, agreements, covenants, and provisions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree that:
 - 1. Petitioner is a SHARS participating school district, operating under Medicaid TPI #064573102, regulated by HHSC.
 - 2. Respondent has determined that Petitioner is entitled to a refund of \$251,822.04. This amount reflects the amount due to Respondent, minus the 1% administrative fee of \$3,672.00.
 - 3. HHSC agrees that in the event there is a judicial determination associated with a change in the statewide Random Moment in Time Study (RMTS) percentage, the new percentage will be applied to Petitioner’s 2022 Cost Report. Any additional funds that may be due as the result of an adjustment to RMTS percentage will be paid by HHSC to Petitioner.
 - 4. Upon the full execution of this Agreement, the Petitioner and the Respondent agree to move to

dismiss this matter within five business days of the final signature.

- B. Each of the above named parties to this Agreement, their agents, employees, officers, directors, shareholders, successor entities, subsidiaries, parent corporations, sister corporations, related entities, assigns, and/or legal representatives, releases and forever discharges the other party and their agents, employees, officers, directors, shareholders, successor entities, subsidiaries, parent corporations, sister corporations, related entities, assigns, and/or legal representatives from any liability. Each party agrees to bear its own investigative costs, court costs, attorney's fees, or arbitrator's fee incurred in connection with this appeal.
- C. In signing this Agreement, the Parties acknowledge that this instrument comprises their entire agreement, and that neither party nor their agents, attorneys, insurers, employees, legal representatives, successors, or assigns have made any representations of any kind whatsoever enlarging upon or modifying the terms or contents of this instrument. The terms of this Agreement are contractual and not merely recitals.
- D. Venue and Applicable Law: The Parties agree that the proper venue for consideration of this Agreement is Travis County, Texas, and that this instrument shall be, in all respects construed, interpreted, and governed by Texas law.
- E. Reading of Agreement: The undersigned represent that they are fully authorized to enter into this Agreement on behalf of the Petitioner and the Respondent respectively. Through their signatures below, the Parties acknowledge their agreement and acceptance of the terms of this settlement.

AGREED AS TO FORM AND SUBSTANCE:

[DATE]
Authorized Representative
Gonzales Independent School District
1615 Saint Louis Street
Gonzales, Texas 78629
PETITIONER

[DATE]
SARAH HOLLISTER
Director, Acute Care Services
Provider Finance Department
4601 West Guadalupe Street
Austin, Texas 78751
**TEXAS HEALTH & HUMAN
SERVICES COMMISSION**

AGREED AS TO FORM:

[DATE]
BOLA C. IBIDAPO
State Bar of Texas No. 24138216
Walsh Gallegos Kyle Robinson & Roalson PC
105 Decker Court – Suite 700
Irving, Texas 75062
(214) 574-8800
BBidapo@wabsa.com
COUNSEL FOR PETITIONER

[DATE]
WILLIAM N. ELLIOTT JR
State Bar of Texas No. 00792140
Regional Enforcement Attorney
4601 West Guadalupe Street | MC W-615
Austin, Texas 78751
(325) 795-5519 | Fax: (512) 438-5759
William.ElliottJr@HHS.Texas.gov
COUNSEL FOR RESPONDENT



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GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Appraisal Calendar and Appraisers for the 2024-2025 school year

ADMINISTRATOR RESPONSIBLE: Brandi Bell, Executive Director of Recruitment, Leadership, and Professional Development

RATIONAL SUMMARY: GISD School Board Policy DNA (legal) requires that the Board annually adopt a calendar that designates dates for teacher observation used for the teacher appraisal process. Attached is the Appraisers Calendar and Appraiser list for the 2024-2025 school year which needs board approval.

SUPERINTENDENT'S RECOMMENDATION: Approve

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board of Trustees approve the List of Teacher Appraisers and the Teacher Appraisal Calendar for the 2024-2025 school year, as presented."*



LEARNING TODAY,
LEADING TOMORROW



2024-2025

GONZALES INDEPENDENT SCHOOL DISTRICT TEACHER APPRAISAL CALENDAR

Timeline: (a) The appraisal period for each teacher includes all 178 days of a teacher’s employment contract.
(b) Observations during the appraisal period shall be conducted during the required days of instruction for students during one school year.

T-Tess Orientation **August 7-13, 2024**

No Formal Observations * Permitted on These Dates **August 14 – September 6, 2024**

First Day of Observations **September 9, 2024**

No Observations * Day Before & After Student Holidays:

No Observations * Before & After Student Holiday (Staff Dev) Sep. 13-17 2024
Oct. 3-8, 10-14, 18-22, 24-28 2024
Nov 7-12, 2024

No Observations * Before & After Student Holiday (Thanksgiving): Nov. 22 –Dec. 2, 2024

No Observations * Before & After Student Holiday (Christmas/New Year): . . Dec. 18, 2024 – Jan. 8, 2025

No Observations * Before & After Student Holiday (MLK Holiday): Jan. 17 –21, 2025

No Observations * Before & After Student Holiday (Staff Dev) Feb. 12-17, Feb 27-Mar 3, 2025

No Observations * Before & After Student Holiday (Spring Break): Mar. 14 - 25, 2025

No Observations * Before & After Student Holiday (Easter) Apr. 17– Apr 22, 2025

No Observations * Day of Testing & the Day Following Testing:

State Testing – STAAR English I & II, Algebra, Biology, US History Dec. 3– 16, 2024

State Testing – STAAR Alternate 2 Mar. 3 – Apr. 19, 2025

State Testing – STAAR Testing (3-8 Reading Language Arts; English I & II) Apr. 8 – Apr 22, 2024

State Testing – STAAR (Grade 5/8 Science, Grade 8 SS, Biology, US History) Apr 14- 28, 2024

State Testing – STAAR (Grade 3-8 Mathematics, Algebra 1) Apr 22 - May 5, 2024

Last Day for Formal Observations* for Probationary / Non-Probationary Teachers **Mar. 5, 2025**

Last Day for All Observations* **Mar. 31, 2025**

End of Year Conferences and Written Summative Annual Appraisal Report **Apr. 30, 2025**

(No later than 15 working days before the last day of instruction)

GSPD Goal Setting and Professional Development Plan **October 1, 2024**

45 Minute Observations Completed **March 31, 2025**



2024-25 GISD T-TESS Appraiser List

GHS	GJH	GNA	GE	GPA
Karen Perez	Vanessa Gibson	Tamela Baker	Shannon Leal	Dr. Ariana Hernandez
Allison Marrow	Laline Jensen	Morgan Schluter	Cynthia Polanco	
Roque Thompson	Kaitlin Bailey			
Shari Jeter				



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GISD School Board Agenda Information Sheet
August 12, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve 3 MOUs with Victoria College to bridge instructional services for Plumbing II, Electrical II, and Welding I.

ADMINISTRATOR RESPONSIBLE: Wendy Cox

RATIONAL SUMMARY:

Accepting a training agreement between the district and Victoria College for Plumbing II, Electrical II, and Welding I offers several significant advantages:

Enhanced Skill Development: These advanced courses will provide students with specialized skills in high-demand trades, enhancing their employability and preparing them for successful careers.

Industry-Relevant Training: Victoria College's curriculum is likely aligned with current industry standards, ensuring that students receive up-to-date and relevant training.

Workforce Readiness: By offering these courses, the district can contribute to filling the skilled labor gap in the local economy, supporting community growth and development.

Pathway to Certification: The training can serve as a pathway to professional certifications, giving students a competitive edge in the job market.

Partnership Benefits: Collaborating with Victoria College can foster stronger ties between the educational institution and the district, potentially leading to more opportunities for student internships, apprenticeships, and job placements.

Cost-Effective Education: This agreement provides students with affordable access to quality education and training in these trades, which might otherwise be financially prohibitive.

By accepting this training agreement, the district can significantly enhance its educational offerings, support students' career aspirations, and contribute positively to the local workforce.

ADMINISTRATION'S RECOMMENDATION: Approve



LEARNING TODAY,
LEADING TOMORROW

SAMPLE MOTION: *“I move that the Board of Trustees approve the 3 MOUs with Victoria College as presented.”*

Non-Credit Training Agreement

Victoria College

an educational institution in the County of Victoria, in the State of Texas, and

Gonzales Independent School District

agree to enter into a partnership to offer non-credit training to eligible students. This Memorandum of Understanding (MOU) shall be in effect from **August 01, 2024 to July 31, 2025**.

Both the College and the school district agree that all course policies and practices are under the jurisdiction of the College. In consideration of this agreement, the parties agree to the following:

1. Student Eligibility Requirements

To be eligible for enrollment the high school student must

- Attend a mandatory information session for parents/guardians/responsible adults and students.
- Meet all Workforce and Continuing Education registration requirements, as well as other requirements that may be imposed by the school district.
- Possess basic math and reading skills to be successful.

2. Eligible Courses

Training consists of multiple levels for each craft area. These courses are taught in progressive levels using the nationally recognized National Center for Construction Education and Research (NCCER) curriculum. These courses provide competency-based, task-driven modular training and are designed to maximize learning by combining illustrated instructional materials and structured classroom activities conducted by craft instructors.

The College will provide instruction and all course materials for the following NCCER courses:

First Year Students

- **Core Curriculum: Introductory Craft Skills**
This course is common to all NCCER training programs and is required for NCCER Certification for all Level 1 courses. No prior experience is necessary. Students will not receive NCCER certifications for any industrial course unless this course has been successfully completed. Topics include introduction to basic safety, communication and basic employability skills, blue prints and construction math, and hand and power tools.
- **Electrical, Level 1**
This course provides an introduction to the electrical trade. Topics include introduction to electrical circuits, theory, and safety; introduction to the National Electrical Code®; conductors and cable, device boxes; hand bending; and residential electrical services.

Second Year Students

- **Electrical, Level 2**

This course is a study in alternating current; motors theory and application; circuit breakers and fuses; conductor installations; terminations and splices; conduit bending; grounding and bonding; pull and junction boxes.

- **Electrical 2 Practicum**

This course offers a hands-on approach to applying the skills and knowledge gained from previously aligned courses. Students learn about the design, installation, maintenance, and repair of systems, providing them with practical experience and preparing them for careers in the related trades.

3. Instructor Qualifications

Victoria College will provide/compensate instructors who meet NCCER guidelines and are certified by the Industrial Merit Shop Education Foundation (IMSEF), which serves as the sponsor representative for Victoria College.

4. Location, Size, and Student Composition of Classes

Courses will be conducted at VC Gonzales Center, which will provide a classroom and lab space for hands-on training. This space must follow NCCER guidelines and be inspected and approved prior to training. College instructors will access the classroom and lab.

Unless other arrangements have been made, the school district and College agree to the following statements regarding the provision of facilities and communications lines.

- a. High school will ensure students have appropriate access to all available instructional resources and essential technology;
- b. The College determines maximum class size and maintains the right to accept or reject new students after classes have begun.
- c. The high school and College will ensure the classroom environment is conducive to college-level learning.

5. Academic Policies and Student Support Services

Regular academic policies applicable to courses taught at the College's main campus also apply to non-credit courses.

High school personnel will assist College personnel with enrollment, registration and appropriate support services such as scholarship opportunities. The high school will provide a computer lab or suitable area to conduct these interactions, along with additional support service.

The College will provide students with the same access to academic, career, and transfer advising, as well as disabilities services and resources that it provides to other college students. If the College course is taught at the high school, the Disability Support Specialist will coordinate class accommodations with the high school Special Education Counselor, in accordance with NCCER guidelines.

Student grievances or complaint procedures for handling students' complaints regarding the College course are applicable to all students and can be found in the current catalog and handbook.

6. Schedule

Classes will follow the regular school calendar year. First-year students will meet during the third and fourth period block schedule. Second-year students will meet during the first and second period block schedule.

7. Grading Criteria

Non-credit courses receive a grade of S - Satisfactory performance or U - Unsatisfactory performance. Upon successful completion of the courses, the College will submit student paperwork to IMSEF. After their review and verification, it will be submitted to NCCER for final approval. Once approved, the student's name will be logged in the national registry. These courses are non-credit and do not apply toward a college credit degree or certificate.

It is the school district's responsibilities to correctly code classes to meet PEIMS requirements.

8. Fees and Funding Provisions

a.

First Year Students (Core/Electrical Level 1)

Textbooks (NCCER Connect – e-books)	\$ 230
Online Testing Fees	\$ 20
Tool Kits	\$ 150
1 st Yr. Projects Supplies (Electrical)	<u>\$ 200</u>

First Year Student (Core/Electrical 1) (Cost Per student) \$600 per student

Minimum cost is for six students (\$600 x 6 students = \$3600)

Cost for Core/Electrical 1 is (\$3600 + \$600 x each additional Electrical 1 student)

Second Year Students (Electrical Level 2)

Textbooks (NCCER Connect -e-book)	\$ 135
Online Testing Fees	\$ 20
2nd Yr. Projects Supplies (Electrical)	<u>\$ 350</u>

2nd Year Student (Electrical 2) (Cost Per student) \$505 per student

Minimum cost is for six students (\$505 x 6 students = \$3030)

Cost for Electrical 2 is (\$3030 + \$505 x each additional Electrical 2 student)

b. Gonzales School District is responsible for additional fees related to the College delivering instruction for Gonzales High School.

Instructor Costs (Core / Electrical Level 1)	\$11,690
Instructor Costs (Electrical 2 / Electrical 2 Practicum)	\$11,690

9. Administrative and Procedural

Students are required to comply with the registration, attendance, and academic policies, and the code of conduct, contained in the current College catalog and student handbook.

Gonzales High School will designate a contact person who will act as a liaison and coordinate all program matters.

The Director of Workforce and CE and the Director of CE Industrial Programs will serve as the Victoria College contact personnel. The Manager of VC Gonzales Center and Assistant Manager of VC Gonzales Center will serve as contact for daily activities.

The College will collect, share, and review program and student data to assess progress for the high school. The College will report nine-week and final grades to the designated contact person for the high school. Gonzales High School will collect, share, and review program and student academic records and directory information to assess the progress for the high school.

Terms of Agreement

This agreement shall become effective on August 01, 2024 for the 2024-25 academic calendar year or the date signed, whichever is later. This agreement shall be enforced for each academic year, as deemed necessary, unless either party submits written request for withdrawal or change for the next academic year. Notice to change this agreement must be served in writing, at least thirty (30) days prior to the beginning of the semester for which the change is desired. The College or school district shall have the right of canceling or terminating this agreement at any time according to the above guidelines.

Approved by:

Victoria College

Gonzales Independent School District

Signature

Signature

Print name

Print name

Title

Title

Date

Date

Non-Credit Training Agreement

Victoria College

an educational institution in the County of Victoria, in the State of Texas, and

Gonzales Independent School District

agree to enter into a partnership to offer non-credit training to eligible students. This Memorandum of Understanding (MOU) shall be in effect from **August 1, 2024 to July 31, 2025**.

Both the College and the school district agree that all course policies and practices are under the jurisdiction of the College. In consideration of this agreement, the parties agree to the following:

1. Student Eligibility Requirements

To be eligible for enrollment the high school student must

- Attend a mandatory information session for parents/guardians/responsible adults and students.
- Meet all Workforce and Continuing Education registration requirements, as well as other requirements that may be imposed by the school district.
- Possess basic math and reading skills to be successful.

2. Eligible Courses

Training consists of multiple levels for each craft area. These courses are taught in progressive levels using the nationally recognized National Center for Construction Education and Research (NCCER) curriculum. These courses provide competency-based, task-driven modular training and are designed to maximize learning by combining illustrated instructional materials and structured classroom activities conducted by craft instructors.

The College will provide instruction and all course materials for the following NCCER courses:

First Year Students

- **Core Curriculum: Introductory Craft Skills**
This course is common to all NCCER training programs and is required for NCCER Certification for all Level 1 courses. No prior experience is necessary. Students will not receive NCCER certifications for any industrial course unless this course has been successfully completed. Topics include introduction to basic safety, communication and basic employability skills, blue prints and construction math, and hand and power tools.
- **Plumbing, Level 1**
This course provides an introduction to the plumbing trade. Topic include introduction to the plumbing profession, safety and tools, introduction to plumbing math and drawings, plastic and copper pipe and fittings, cast iron and carbon steel pipe and fittings, introduction to fixtures and faucets, DWV systems, and water distribution systems.

Second Year Students

- **Plumbing, Level 2**

This course provides an intermediate study of the Plumbing trade, plumbing math two; reading commercial drawings, structural penetrations, insulation, and fire stopping, installing, and testing DWV piping, installing roof, floor, and area drains. Installing and testing water supply piping, types of valves, installing fixtures and valves, installing water heaters, basic electricity and fuel gas and fuel oil systems.

- **Plumbing 2 Practicum**

This course offers a hands-on approach to applying the skills and knowledge gained from previously aligned courses. Students learn about the design, installation, maintenance, and repair of systems, providing them with practical experience and preparing them for careers in the related trades.

3. **Instructor Qualifications**

Victoria College will provide/compensate instructors who meet NCCER guidelines and are certified by the Industrial Merit Shop Education Foundation (IMSEF), which serves as the sponsor representative for Victoria College.

4. **Location, Size, and Student Composition of Classes**

Courses will be conducted at VC Gonzales Center, which will provide a classroom and lab space for hands-on training. This space must follow NCCER guidelines and be inspected and approved prior to training. College instructors will access the classroom and lab.

Unless other arrangements have been made, the school district and College agree to the following statements regarding the provision of facilities and communications lines.

- a. High school will ensure students have appropriate access to all available instructional resources and essential technology;
- b. The College determines maximum class size and maintains the right to accept or reject new students after classes have begun.
- c. The high school and College will ensure the classroom environment is conducive to college-level learning.

5. **Academic Policies and Student Support Services**

Regular academic policies applicable to courses taught at the College's main campus also apply to non-credit courses.

High school personnel will assist College personnel with enrollment, registration and appropriate support services such as scholarship opportunities. The high school will provide a computer lab or suitable area to conduct these interactions, along with additional support service.

The College will provide students with the same access to academic, career, and transfer advising, as well as disabilities services and resources that it provides to other college students. If the College course is taught at the high school, the Disability Support Specialist will coordinate class accommodations with the high school Special Education Counselor, in accordance with NCCER guidelines.

Student grievances or complaint procedures for handling students' complaints regarding the College course are applicable to all students and can be found in the current catalog and handbook.

6. **Schedule**

Classes will follow the regular school calendar year. First-year students will meet during the third and fourth period block schedule. Second-year students will meet during the first and second period block schedule.

7. **Grading Criteria**

Non-credit courses receive a grade of S - Satisfactory performance or U - Unsatisfactory performance. Upon successful completion of the courses, the College will submit student paperwork to IMSEF. After their review and verification, it will be submitted to NCCER for final approval. Once approved, the student's name will be logged in the national registry. These courses are non-credit and do not apply toward a college credit degree or certificate.

It is the school district's responsibilities to correctly code classes to meet PEIMS requirements.

8. **Fees and Funding Provisions**

a.

First Year Students (Core/Plumbing Level 1)

Textbooks	\$ 150
Online Testing Fees	\$ 20
Tool Kits	\$ 130
1 st Yr. Projects Supplies (Plumbing)	<u>\$ 350</u>

First Year Student (Core/Plumbing 1) (Cost Per student) \$650 per student

Minimum cost is for six students (\$650 x 6 students = \$3900)

Cost for Core/Plumbing 1 is (\$3900 + \$650 x each additional Plumbing 1 student)

Second Year Students (Plumbing Level 2)

Textbooks	\$ 100
Online Testing Fees	\$ 20
Tool Kits	\$ 100
2nd Yr. Projects Supplies (Plumbing)	<u>\$ 500</u>

Second Year Student (Plumbing 2) (Cost Per student) \$720 per student

Minimum cost is for six students (\$720 x 6 students = \$4320)

Cost for Plumbing 2 is (\$4320 + \$720 x each additional Plumbing 2 student)

b. Gonzales School District is responsible for additional fees related to the College delivering instruction for Gonzales High School.

Instructor Costs (Core / Plumbing Level 1) \$11,690

Instructor Costs (Plumbing level 2 / Plumbing 2 Practicum) \$11,690

9. **Administrative and Procedural**

Students are required to comply with the registration, attendance, and academic policies, and the code of conduct, contained in the current College catalog and student handbook.

Gonzales High School will designate a contact person who will act as a liaison and coordinate all program matters.

The Director of Workforce and CE and the Director of CE Industrial Programs will serve as the Victoria College contact personnel. The Manager of VC Gonzales Center and Assistant Manager of VC Gonzales Center will serve as contact for daily activities.

The College will collect, share, and review program and student data to assess progress for the high school. The College will report nine-week and final grades to the designated contact person for the high school. Gonzales High School will collect, share, and review program and student academic records and directory information to assess the progress for the high school.

Terms of Agreement

This agreement shall become effective on August 01, 2024 for the 2024-25 academic calendar year or the date signed, whichever is later. This agreement shall be enforced for each academic year, as deemed necessary, unless either party submits written request for withdrawal or change for the next academic year. Notice to change this agreement must be served in writing, at least thirty (30) days prior to the beginning of the semester for which the change is desired. The College or school district shall have the right of canceling or terminating this agreement at any time according to the above guidelines.

Approved by:

Victoria College

Gonzales Independent School District

Signature

Signature

Print name

Print name

Title

Title

Date

Date

Non-Credit Training Agreement

Victoria College

an educational institution in the County of Victoria, in the State of Texas, and

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agree to enter into a partnership to offer non-credit training to eligible students. This Memorandum of Understanding (MOU) shall be in effect from **August 1, 2024 to July 31, 2025**.

Both the College and the school district agree that all course policies and practices are under the jurisdiction of the College. In consideration of this agreement, the parties agree to the following:

1. Student Eligibility Requirements

To be eligible for enrollment the high school student must

- Attend a mandatory information session for parents/guardians/responsible adults and students.
- Meet all Workforce and Continuing Education registration requirements, as well as other requirements that may be imposed by the school district.
- Possess basic math and reading skills to be successful.

2. Eligible Courses

Training consists of multiple levels for each craft area. These courses are taught in progressive levels using the nationally recognized National Center for Construction Education and Research (NCCER) curriculum. These courses provide competency-based, task-driven modular training and are designed to maximize learning by combining illustrated instructional materials and structured classroom activities conducted by craft instructors.

The College will provide instruction and all course materials for the following NCCER courses:

First Year Students

- **Core Curriculum: Introductory Craft Skills**
This course is common to all NCCER training programs and is required for NCCER Certification for all Level 1 courses. No prior experience is necessary. Students will not receive NCCER certifications for any industrial course unless this course has been successfully completed. Topics include introduction to basic safety, communication and basic employability skills, blue prints and construction math, and hand and power tools.
- **Welding, Level 1**
This course provides an introductory study of basic welding processes. Course topics include: Welding Safety, Oxyfuel Cutting, Plasma Arc Cutting, Air Carbon Arc Cutting and Gouging, Base Metal Preparation, Welding Quality, SMAW – Equipment and Safety, Shielded Metal Arc Electrodes, SMAW – Beads and Fillet Welds, Joint Fit-Up and Alignment, SMAW – Groove Welds and Backing and SMAW – Open V-Groove Welds.

3. Instructor Qualifications

Victoria College will provide/compensate instructors who meet NCCER guidelines and are certified by the Industrial Merit Shop Education Foundation (IMSEF), which serves as the sponsor representative for Victoria College.

4. Location, Size, and Student Composition of Classes

Courses will be conducted at VC Gonzales Center, which will provide a classroom and lab space for hands-on training. This space must follow NCCER guidelines and be inspected and approved prior to training. College instructors will access the classroom and lab.

Unless other arrangements have been made, the school district and College agree to the following statements regarding the provision of facilities and communications lines.

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- c. The high school and College will ensure the classroom environment is conducive to college-level learning.

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Regular academic policies applicable to courses taught at the College's main campus also apply to non-credit courses.

High school personnel will assist College personnel with enrollment, registration and appropriate support services such as scholarship opportunities. The high school will provide a computer lab or suitable area to conduct these interactions, along with additional support service.

The College will provide students with the same access to academic, career, and transfer advising, as well as disabilities services and resources that it provides to other college students. If the College course is taught at the high school, the Disability Support Specialist will coordinate class accommodations with the high school Special Education Counselor, in accordance with NCCER guidelines.

Student grievances or complaint procedures for handling students' complaints regarding the College course are applicable to all students and can be found in the current catalog and handbook.

6. Schedule

Classes will follow the regular school calendar year. There will be three First Year classes. The first class of First-year students will meet during the first and second period block schedule. The second class of First-year students will meet during the third and fourth period block schedule. The third class of First-year students will meet during the seventh and eighth period block schedule.

7. Grading Criteria

Non-credit courses receive a grade of S - Satisfactory performance or U - Unsatisfactory performance. Upon successful completion of the courses, the College will submit student paperwork to IMSEF. After their review and verification, it will be submitted to NCCER for final approval. Once approved, the student's name will be logged in the national registry. These courses are non-credit and do not apply toward a college credit degree or certificate.

It is the school district's responsibilities to correctly code classes to meet PEIMS requirements.

8. Fees and Funding Provisions

a.

First Year Students (Core/Welding Level 1)

Textbooks	\$ 145
Online Testing Fees	\$ 20
Tool Kits	\$ 165
1 st Yr. Projects Supplies (Welding)	<u>\$ 950</u>

First Year Student (Core/Welding 1) (Cost Per student) \$1280 per student

Minimum cost is for six students (\$1280 x 6 students = \$7680)

Cost for Core/Welding1 is (\$7680 + \$1280 x each additional Welding 1 student)

b. Gonzales School District is responsible for additional fees related to the College delivering instruction for Gonzales High School.

Instructor Costs (Core / Welding Level 1)(1st & 2nd period) \$11,690

Instructor Costs (Core / Welding Level 1) (3rd & 4th period) \$11,690

Instructor Costs (Core / Welding Level 1) (7th & 8th period) \$11,690

9. Administrative and Procedural

Students are required to comply with the registration, attendance, and academic policies, and the code of conduct, contained in the current College catalog and student handbook.

Gonzales High School will designate a contact person who will act as a liaison and coordinate all program matters.

The Director of Workforce and CE and the Director of CE Industrial Programs will serve as the Victoria College contact personnel. The Manager of VC Gonzales Center and Assistant Manager of VC Gonzales Center will serve as contact for daily activities.

The College will collect, share, and review program and student data to assess progress for the high school. The College will report nine-week and final grades to the designated contact person for the high school. Gonzales High School will collect, share, and review program and student academic records and directory information to assess the progress for the high school.

Terms of Agreement

This agreement shall become effective on August 1, 2024 for the 2024-25 academic calendar year or the date signed, whichever is later. This agreement shall be enforced for each academic year, as deemed necessary, unless either party submits written request for withdrawal or change for the next academic year. Notice to change this agreement must be served in writing, at least thirty (30) days prior to the beginning of the semester for which the change is desired. The College or school district shall have the right of canceling or terminating this agreement at any time according to the above guidelines.

Approved by:

Victoria College

Gonzales Independent School District

Signature

Signature

Print name

Print name

Title

Title

Date

Date



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GISD School Board Agenda Information Sheet
July 8, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve changes to Gonzales ISD Adult Breakfast and Lunch Meal Price

ADMINISTRATOR RESPONSIBLE: Ed Wayner, Director of Food Services; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Each year, school districts participating in the National School Breakfast and Lunch Programs are required to set minimum student and adult meal pricing. Since all our students receive FREE breakfast and lunch under the Community Eligibility Provision (CEP) we only have to update adult meal prices.

Adult meal prices are calculated by adding the free reimbursement rate for student meals, any additional severe need reimbursement, additional performance-based supplement (lunch only) and the per-meal commodity value received. Since we use USDA commodities at breakfast and lunch, the commodity value is included in both calculations.

USDA's intention of districts reviewing and updating adult meal price (as necessary) is to ensure districts charge enough for adult meals so that they are not subsidized by funds received for student meals. This year the base breakfast and lunch reimbursement rate reset to the inflation adjusted rate after a couple of years of temporary legislative increases. We have included the pricing worksheet to calculate the required minimum adult meal pricing. In order to stay compliant with minimal adult meal pricing, for 2024-2025 we recommend increasing the adult breakfast price from \$3.10 to \$3.30 and adult lunch price from \$4.75 to \$5.00

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: "I move that the Board set the 2024-2025 Gonzales ISD adult breakfast meal price at \$3.30 and the adult lunch price at \$5.00."





TEXAS DEPARTMENT OF AGRICULTURE

NATIONAL SCHOOL

3E'S OF HEALTHY LIVING
EDUCATION, EXERCISE AND EATING RIGHT

Lunch Program

Programs > National School Lunch Program > Reimbursement Rates

Reimbursement Rates for NSLP

Administration/Forms	<p>These rates are effective from July 1, 2024, through June 30, 2025.</p> <p>Lunch</p> <ul style="list-style-type: none"> ▪ Paid - \$0.42 ▪ Reduced - \$4.03 ▪ Free - \$4.43 <p>Lunch - Severe Need</p> <p>Contracting entities serving at least 60 percent free and reduced-price lunches under NSLP for at least the first three months of school year 2022-2023 will receive a 2-cent supplemental lunch reimbursement. In addition, contracting entities certified to receive the performance-based cash assistance will receive an additional 9 cents added to the lunch reimbursement. These additional reimbursements will be applied and paid automatically to eligible contracting entities through the Texas Unified Nutrition Programs System (TX-UNPS).</p> <p>After School Care Program</p> <ul style="list-style-type: none"> ▪ Paid - \$0.11 ▪ Reduced - \$0.60 ▪ Free - \$1.21 <p>Breakfast</p>
Back to School	
CFDA/FAIN Numbers	
Compliance <ul style="list-style-type: none"> ◦ Financial Report 	
Disaster Resources	
Eligibility and Verification	
Equipment Grant <ul style="list-style-type: none"> ◦ Application 	
Food Service Management Companies	
Food Waste	
Funding Opportunities	
Health Ambassadors for a Ready Texas	
Healthy Meals Incentives	

Latest News	<ul style="list-style-type: none"> ▪ Paid - \$0.39 ▪ Reduced - \$2.07 ▪ Free - \$2.37
Local Wellness Policy Requirements	
Meal Appeal	Reduced-Price-Eligible Students Will Receive Breakfast at No Charge in the 2024-25 school
Meal Pattern Support	Click here for more information.
National School Lunch Week	Breakfast - Severe Need
New Applicants	Individual schools may qualify for Severe Need Breakfast reimbursement to supplement the regular and reduced-price breakfast reimbursements. Within a CE, some sites may be eligible for severe need funding and others may not. For a site to be eligible in SY 2024-2025, at least 40 percent of its total lunches served in school year 2022-2023 must have been free or reduced (minimum three months operation). There are instances where a new school may qualify for Severe Need Breakfast reimbursement. For additional information, email Food and Nutrition at squaremeals@texasagriculture.gov or call toll-free at (877) TEX-MEAL. Reimbursement rates include severe need are as follows:
Newsletter	<ul style="list-style-type: none"> ▪ Reduced - \$2.54 (\$0.47 severe need reimbursement included) ▪ Free - \$2.84 (\$0.47 severe need reimbursement included)
Policy/ARM	
Program Year Calendar	
Reimbursement Rates	
Renewing CEs	
Resources	
School Lunch Hero Day	
Statistics	
Texas ELMS	USDA Foods Published Rate Of Assistance
Texas Farm Fresh	<ol style="list-style-type: none"> 1. SY 2024-2025 Commodity Meal Rate – The published rate for the period July 1, 2024, to June 30, 2025, is \$0.30 per meal for NSLP schools. 2. Additionally, USDA’s 12% provision dollars and the 20M breakfast dollars for NSLP make the effective SY 2024-2025 NSLP rate \$0.45 cents. 3. Texas does not have a separate rate and is following the national rate of \$0.45 cents.
Training	
Systems Hub	
USDA Foods	Historical Rates of Reimbursement
USDA Foods Challenge	Go to USDA FNS Rates of Reimbursement to see reimbursement rates for past years.
Waivers	

NSLP Reimbursements Claim Due Dates

Claim Month		Submission Due Date
January	→	April 1 st (Leap Year: Mar. 31 st)
February	→	April 29 th
March	→	May 30 th
April	→	June 29 th
May	→	July 30 th
June	→	August 29 th
July	→	September 29 th
August	→	October 30 th
September	→	November 29 th
October	→	December 30 th
November	→	January 29 th
December	→	March 1 st (Leap Year: Feb. 29 th)



Food and Nutrition Division
National School Lunch Program



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

This product was funded by USDA.
This institution is an equal opportunity provider.



Updated 10/20
www.SquareMeals.com

Assistance available in English and Spanish. Please call **877-TEX-MEAL (877-839-6325)** for help. Additional translations services available in Spanish. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation based on disability. This institution is an equal opportunity provider.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing to: USDA, Director, Office of Civil Rights, 1417 Greenway Drive, Washington, DC 20250.

addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discrimination in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The complete

form or letter must be submitted to USDA by:

1. Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. Fax: (833) 256-1665 or (202) 690-7442; or

3. Email: program.intake@usda.gov.

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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

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Adult Meal Calculator Worksheet

This worksheet provides the information needed to calculate adult meal prices using both approved methods. Choose the method the *Administrator's Reference Manual (ARM), Section 19, Meal Pricing* for additional information on which method to use). If the rate in the *Amount CE Receives* cell. If using Method 1, record the local student paid charge in the designated *Local Student Paid* using Excel, this worksheet will automatically calculate the amounts in the *Minimum Adult Charge* and *Total Federal Funds* cells. All values are carried to 4 digits and must be rounded up when determining the adult meal price. Non-pricing programs must always use Method 1 current reimbursement rates at SquareMeals.org.

Use the applicable rates for the school year when the adult meal prices will apply.

Method 1 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	
Performance-Based Rate	
Severe Need Lunch Rate	
USDA Foods Rate	
Total Federal Funds Received	0.000
Highest Local Student Price Charged	
Minimum Adult Charge	0.000

Method 2 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	4.430
Performance-Based Rate	0.090
Severe Need Lunch Rate	0.020
USDA Foods Rate	0.450
Total Federal Funds Received	4.990
Minimum Adult Charge	4.990

**Round up to \$5.00
Per TDA Requirement**

Method 1 Breakfast
Federal Funds/Reimbursement Rate
Paid Reimbursement Rate
Severe Need Breakfast Rate
USDA Foods Rate (Add if USDA Foods are used at breakfast)
Total Federal Funds Received
Highest Local Student Price Charged
Minimum Adult Breakfast Charge

Method 2 Breakfast
Federal Funds/Reimbursement Rate
Free Reimbursement Rate
Severe Need Breakfast Rate
USDA Foods Rate (Add if USDA Foods are used at breakfast)
Total Federal Funds Received
Minimum Adult Breakfast Charge

**Round down to \$3.30
Per TDA Requirement**

l of calculation (see
: rate applies, record
*id Charge*cell. If
All amounts are
od 2. TDA posts the

Amount CE Receives
0.000
0.000
Amount CE Receives
2.370
0.470
0.450
3.290
3.290

Meal Prices 2024-2025

Student Prices

Breakfast	Free
Lunch K-8 th	Free
Lunch 9 th – 12 th	Free

Adult Prices

District Staff Breakfast	\$3.30
District Staff Lunch	\$5.00
Visitor Breakfast	\$3.30
Visitor Lunch	\$5.00
Visitor Holiday Meal	\$8.00



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GISD School Board Agenda Information Sheet
August 12, 2024

REPORT ITEM

SUBJECT: Report Updates to the Gonzales ISD District Curriculum Updates.

ADMINISTRATOR RESPONSIBLE: Rachelle Ysquierdo, Executive Director of Curriculum and Instruction

RATIONAL SUMMARY: The curriculum department will provide the board with state and district data and a curriculum update.

SUPERINTENDENT'S RECOMMENDATION: NA

MOTION: N/A



LEARNING TODAY,
LEADING TOMORROW



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GISD School Board Agenda Information Sheet
August 12, 2024

REPORT ITEM

SUBJECT: Financial Report

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Administration will present the monthly update on the district's finances.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW



Financial Report

August 2024 Regular Meeting Board of Trustees

TABLE OF CONTENTS

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Revenues, Expenditures, and Changes in Fund Balance as of June 30, 2024 (Main Operating Funds)	6
Construction Fund Revenues and Expenditures	7
Monthly Expenditure Level Comparison	8
Monthly Statement of Ad Valorem Collections, June 2024	9

**Chief Financial Officer’s Summary
Regular Board Meeting - August 12, 2024**

Preliminary School FIRST Rating

TEA released correspondence stating the preliminary ratings had been released; however, their website isn’t working. As soon as the ratings are truly released, we’ll share that information with you.

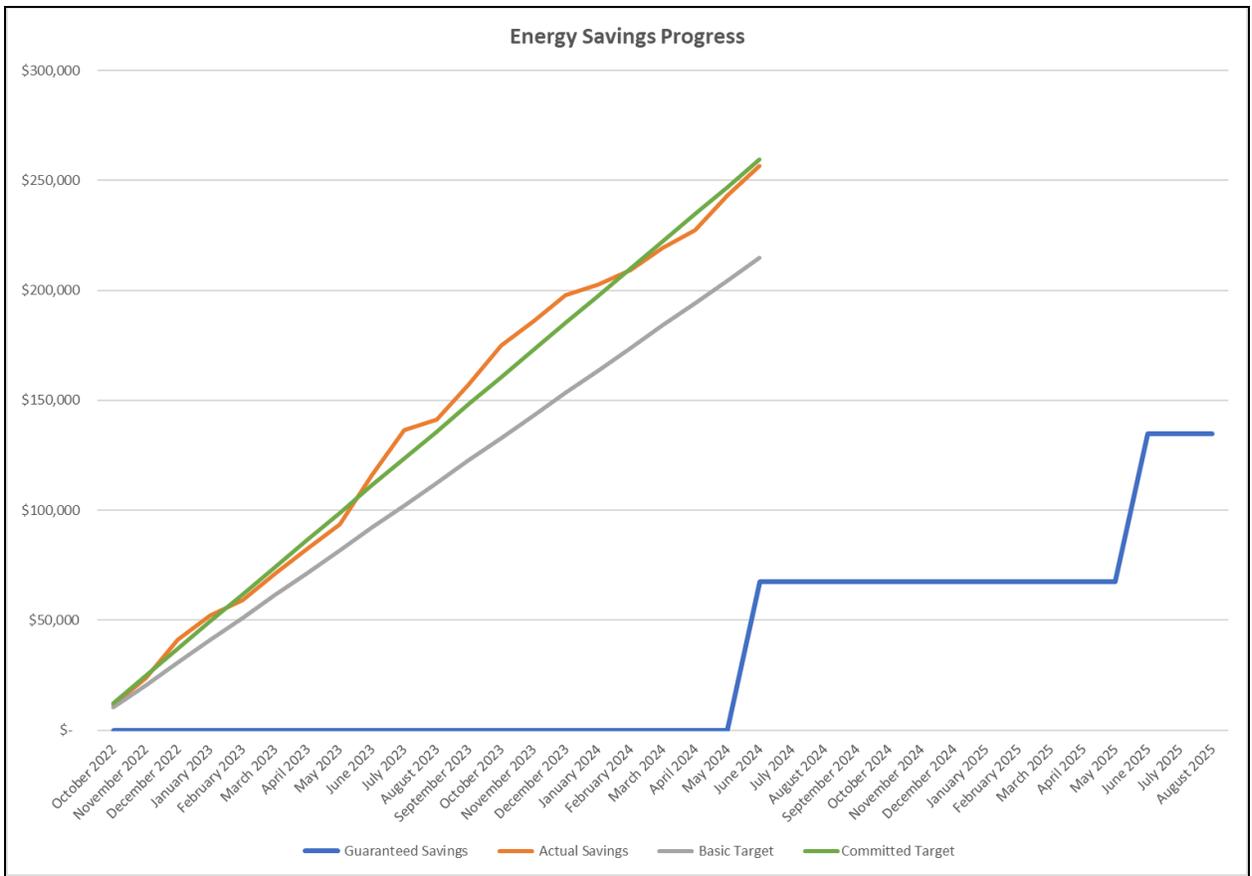
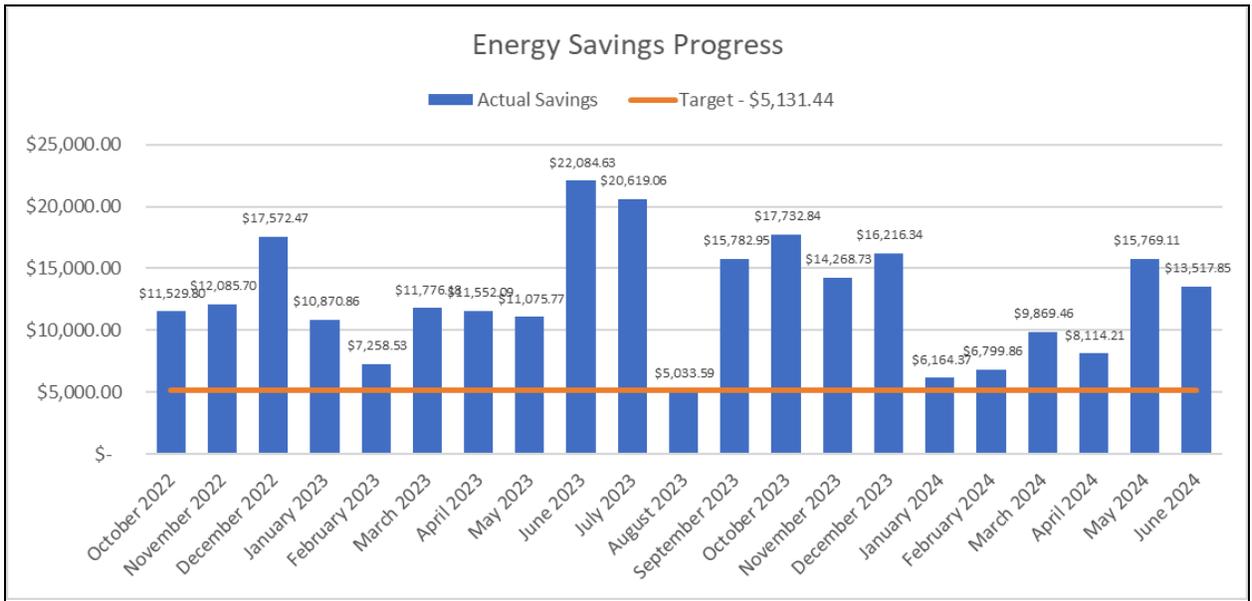
Energy Savings Update

We received updated energy savings data from Ideal Impact. An excerpt from the note that was sent with the most recent report: “Gonzales ISD has a 21-month cumulative savings guarantee of \$67,350. After 20 months, you have saved \$243,395. This is higher than the 45-month guarantee...and that is outstanding!!!”

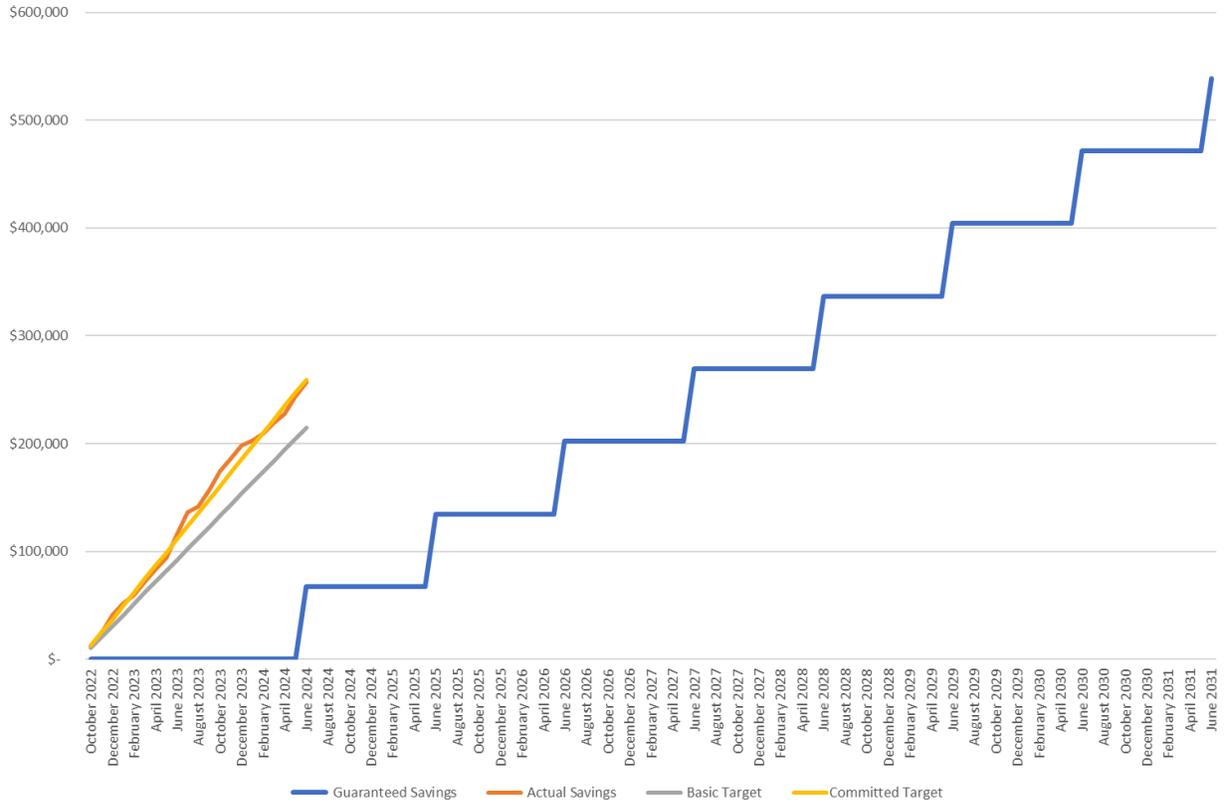
All Buildings	Total
Oct	\$11,529.80
Nov	\$12,085.70
Dec	\$17,572.47
Jan	\$10,870.86
Feb	\$7,368.59
Mar	\$11,776.18
Apr	\$11,552.09
May	\$11,075.77
Jun	\$22,084.63
Jul	\$20,619.06
Aug	\$5,033.59
Sep	\$15,782.95
Oct	\$17,732.83
Nov	\$10,914.67
Dec	\$12,047.79
Jan	\$4,740.10
Feb	\$6,799.86
Mar	\$9,869.46
Apr	\$8,114.21
May	\$15,769.11
Jun	\$13,517.85
Total	\$256,857.57

Cumulative Savings Guarantee	
21 Months	\$ 67,350.13
33 Months	\$ 134,700.25
45 Months	\$ 202,050.38
57 Months	\$ 269,400.50
69 Months	\$ 336,750.63
81 Months	\$ 404,100.75
93 Months	\$ 471,450.88
105 Months	\$ 538,801.00

Basic Target: \$10,224.25/month
 Committed Target: \$12,354.33/month
 Fee Target: \$5,131.44/month



Energy Savings Progress



Gonzales ISD
Unaudited/Preliminary Statement of Revenues, Expenditures, and Changes in Fund Balance
As of June 30, 2024

Percent of Fiscal Year Completed 83%
 Percent of 2023-24 School Year Completed 100%

	GENERAL FUND			CHILD NUTRITION FUND			DEBT SERVICE FUND		
	Current Budget	Actual To-Date	% of Budget Recd/Exp	Current Budget	Actual To-Date	% of Budget Recd/Exp	Current Budget	Actual To-Date	% of Budget Recd/Exp
REVENUES									
5700 Local Property Taxes	20,030,181.00	19,391,613.11	96.81%				2,563,332.00	2,408,990.37	93.98%
5700 Other Local Sources	975,429.00	1,732,265.28	177.59%	131,163.00	108,199.70	82.49%	50,040.00	57,472.76	114.85%
5800 State Revenues	8,069,636.00	7,464,442.53	92.50%	92,448.00	8,574.19	9.27%	7,754.00	0.00	0.00%
5900 Federal Sources	896,139.00	349,763.40	39.03%	2,141,237.00	1,936,032.61	90.42%			
TOTAL REVENUES	29,971,385.00	28,938,084.32	96.55%	2,364,848.00	2,052,806.50	86.81%	2,621,126.00	2,466,463.13	94.10%
EXPENDITURES									
0011 Instruction	16,348,119	11,807,333.10	72.22%						
0012 Instructional Resources & Media Services	355,710	232,540.98	65.37%						
0013 Curriculum & Staff Development	644,539	319,187.11	49.52%						
0021 Instructional Leadership	524,292	406,964.33	77.62%						
0023 School Leadership	1,859,291	1,382,594.07	74.36%						
0031 Guidance, Counseling, & Evaluation	937,188	620,571.02	66.22%						
0032 Social Work Services	78,345	54,028.62	68.96%						
0033 Health Services	412,113	323,541.50	78.51%						
0034 Student Transportation	1,444,811	1,023,733.63	70.86%						
0035 Food Service	15,000	0.00	0.00%	2,365,348.00	1,556,166.01	65.79%			
0036 Co-Curricular/Extra-Curricular Activities	1,308,420	984,818.17	75.27%						
0041 General Administration	1,960,953	1,363,551.68	69.54%						
0051 Plant Maintenance and Operations	4,594,521	3,075,791.44	66.94%						
0052 Security & Monitoring Services	968,344	742,776.44	76.71%						
0053 Data Processing Services	1,251,677	743,183.96	59.38%						
0061 Community Services	14,350	10,505.64	73.21%						
0071 Debt Services	751,496	455,834.39	60.66%				2,362,582.00	1,352,555.81	57.25%
0081 Facilities Acquisition & Instruction	823,130	0.00	0.00%						
0091 Contracted Inst Services Btw Public Schools	314,527	0.00	0.00%						
0099 Other Intergovernmental Charges	514,828	496,197.21	96.38%						
TOTAL EXPENDITURES	35,121,654.00	24,043,153.29	68.46%	2,365,348.00	1,556,166.01	65.79%	2,362,582.00	1,352,555.81	57.25%
7911 Capital-Related Debt Issue	0.00								
7913 Capital Lease Proceeds									
7915 Operational Transfer In				500.00	0.00	0.00%			
7916 Prem. or Disc. on Issuance of Bonds							787,700.00	787,699.60	
8911 Operational Transfer Out	500.00	0.00	0.00%						
8949 Other Uses							1,046,244.00	1,046,243.49	100.00%
NET ACTIVITY	(5,150,769.00)	4,894,931.03		0.00	496,640.49		0.00	855,363.43	

*Blended accounting method: Cash & accrual basis.

*These numbers are subject to change until the final AFR is prepared and accepted/approved.

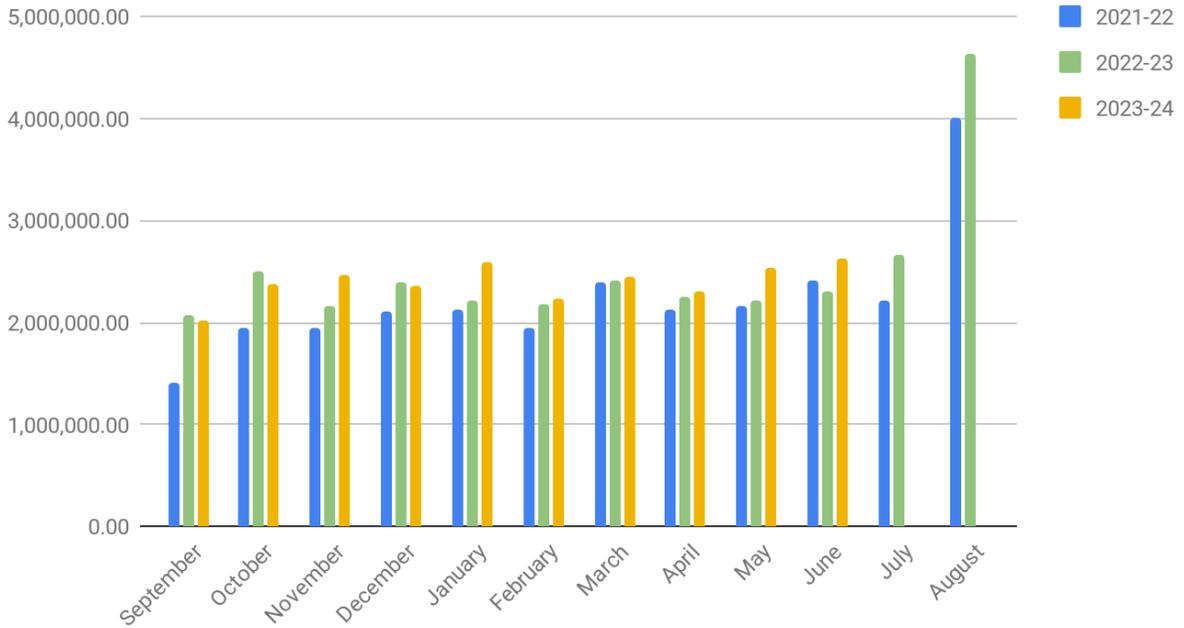
Gonzales ISD
Unaudited/Preliminary Statement of Revenues, Expenditures, and Changes in Fund Balance
As of June 30, 2024

CONSTRUCTION FUND			
	Current Budget	Actual To-Date	% of Budget Recd/Exp
REVENUES			
5700 Other Local Sources (Interest)	0.00	149,877.82	
TOTAL REVENUES	0.00	149,877.82	
EXPENDITURES			
0051 Plant Maintenance and Operations	504,010	17,000.00	3.37%
0081 Facilities Acquisition & Instruction	50,095,990	324,505.49	0.65%
TOTAL EXPENDITURES	50,600,000.00	341,505.49	0.67%
7911 Capital-Related Debt Issue	48,170,000.00	48,170,000.00	
7913 Capital Lease Proceeds			
7915 Operational Transfer In			
7916 Prem. or Disc. on Issuance of Bonds	2,430,000.00	2,430,000.00	100.00%
NET ACTIVITY	0.00	50,408,372.33	

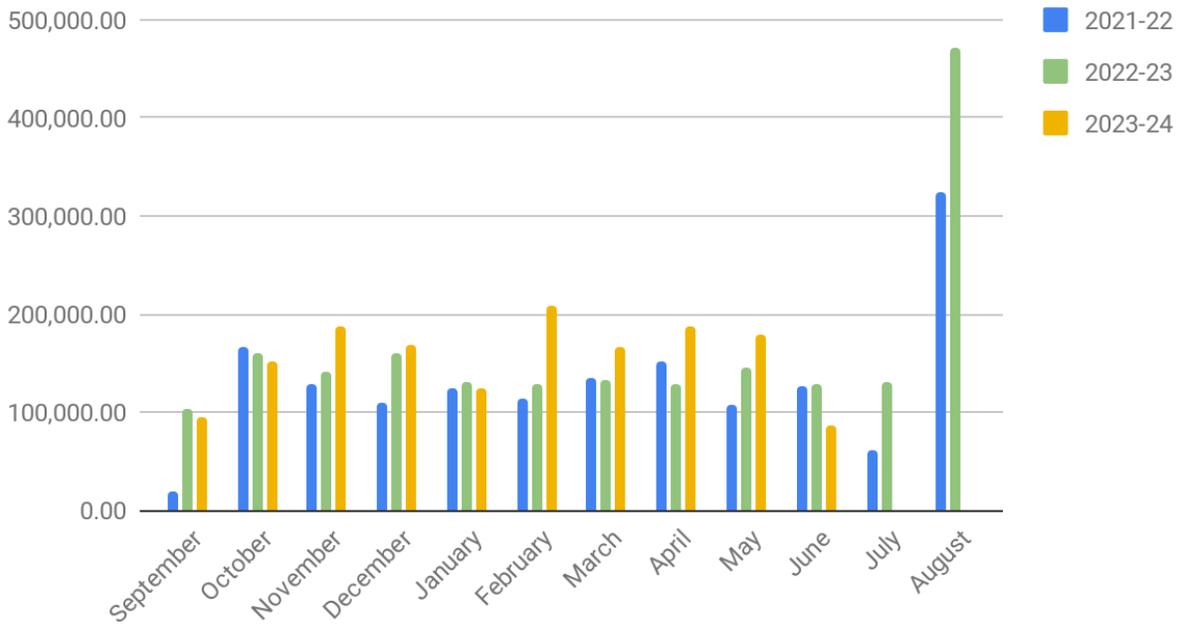
**Blended accounting method: Cash & accrual basis.*

**These numbers are subject to change until the final AFR is prepared and accepted/approved.*

Monthly Expenditure Level Comparison: General Fund



Monthly Expenditure Level Comparison: Food Service Fund



Crystal Cedillo, Tax Assessor-Collector

Monthly Statement of Ad Valorem Collections

June 2024

MONTHLY COLLECTIONS

CURRENT TAX	\$442,321.09	
PENALTY & INTEREST ON CURRENT	\$6,541.15	
PRIOR YEAR DELINQUENT TAXES	\$24,004.16	
PENALTY & INTEREST ON DELQ	\$11,092.55	
TOTAL COLLECTED	\$483,958.95	

FEES

5% RENDITION PENALTY TO APPRAISAL DISTRICT	\$1.47	
1% COMMISSION TO GONZALES COUNTY	\$ 4,839.59	

BALANCE DUE GONZALES ISD \$479,117.89

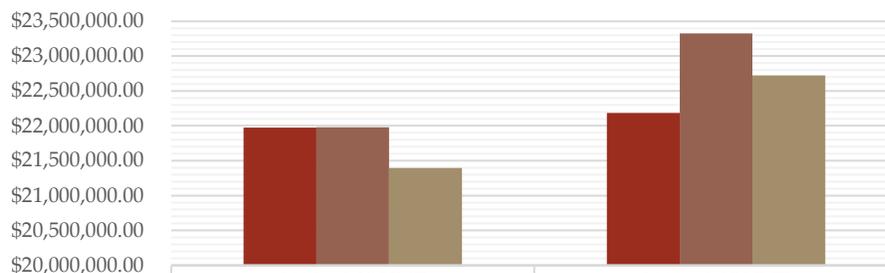
	M&O	I&S
17-Jun	\$90,091.32	\$10,577.81
30-Jun	\$336,591.42	\$41,857.34
TOTAL DISBURSEMENTS	\$426,682.74	\$52,435.15

LEVY SUMMARY

	2023 AMOUNT	2022 AMOUNT
ORIGINAL LEVY	\$21,975,165.38	\$ 22,183,693.95
ADJUSTED LEVY	\$21,977,760.73	\$ 23,323,701.59
YEAR TO DATE COLLECTIONS	\$21,394,981.81	\$ 22,723,959.44
% OF CURRENT ROLL COLLECTED	97.35%	97.43%
YTD DELINQUENT COLLECTIONS	\$233,692.03	\$ 244,929.35

2 Year Collection Comparison

■ ORIGINAL LEVY ■ ADJUSTED LEVY ■ YEAR TO DATE COLLECTIONS



ORIGINAL LEVY	\$21,975,165.38	\$22,183,693.95
ADJUSTED LEVY	\$21,977,760.73	\$23,323,701.59
YEAR TO DATE COLLECTIONS	\$21,394,981.81	\$22,723,959.44



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GISD School Board Agenda Information Sheet
August 12, 2024

REPORT ITEM

SUBJECT: 2023 Bond Program Monthly Update

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda

RATIONAL SUMMARY: Education Service Center Region 13/Sledge Engineering will provide the Board a monthly update for the 2023 approved Bond Program.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW

GROWING GREATNESS

 ur Students.  ur Future.

*Gonzales ISD
2023 Bond*



*Monthly Board
Update
08/12/24*

Acronyms (for reference)



AIA	American Institute of Architects	CD	Construction Documents
CMR	Construction Manager at Risk	DD	Design Development
GMP	Guaranteed Maximum Price	Env	Environmental
ES	Elementary School	ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency	Geo	Geotechnical Investigation
HS	High School	OPC	Opinion of Probable Cost
IC	Impervious Cover	P&Z	Planning & Zoning
LOMR	Letter of Map Revision	RFP	Request for Proposal
ETJ	Extra Territorial Jurisdiction	CBO	Certified Building Official
MS	Middle School	AHJ	Authority Having Jurisdiction
CTE	Career and Technical Education	SD	Schematic Design
PM	Program Management	OAC	Owner/Architect/Contractor
SW	Stormwater	Surv	Survey (Boundary and Topographic)
TCEQ	Texas Commission on Environmental Quality	R13	Region 13 Education Service Center
WPAP	Water Pollution Abatement Plan	TIA	Traffic Impact Analysis

Transparency

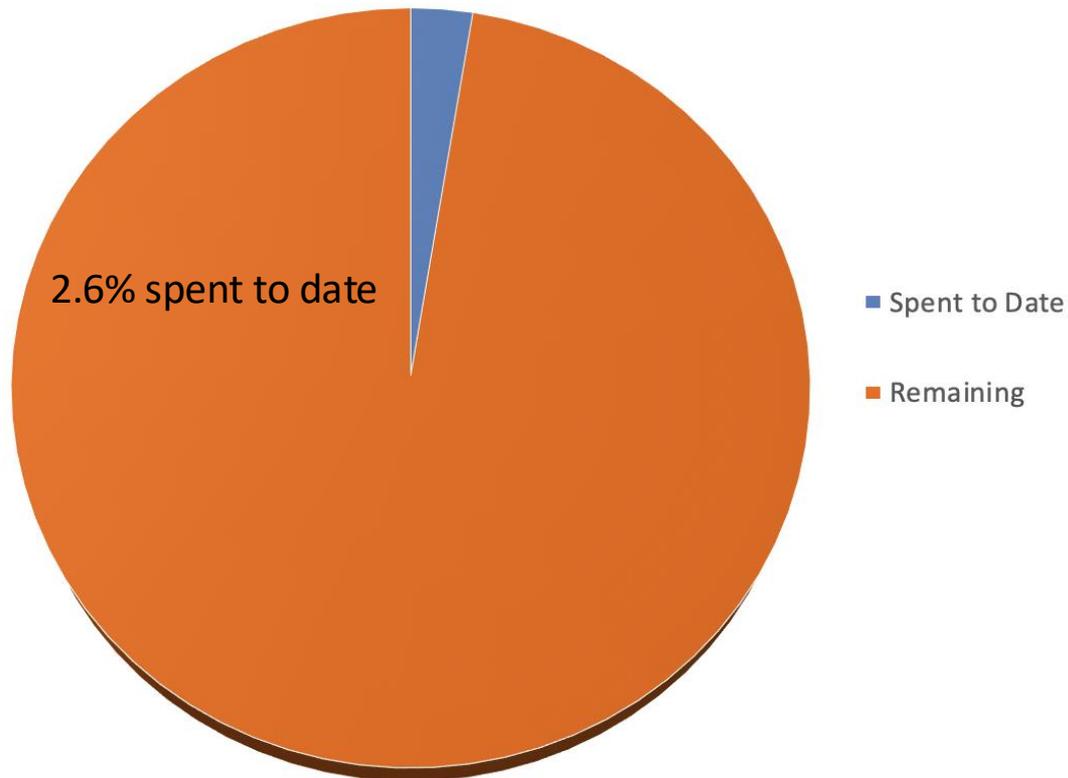


- Public Meetings to be held monthly prior to Board Meetings
- Public Dropbox Link
- Public Access to Program Management team for questions & discussion – contact on website

Program Accounting



Gonzales ISD
Bond Funds Spent to Date
Total Bond Budget = \$50,600,000



Bond Projects List



1. CTE/Ag Barn (New Site):

1. Infrastructure
2. New Career & Technology Education Campus (CTE)
3. Agricultural Barn

2. Maintenance Projects (campuses)

1. Gonzales Primary Academy (GPA)
2. Gonzales Elementary School (GES)
3. Gonzales Junior High School (JHS)
4. Gonzales North Avenue (GNA)
5. Gonzales High School (GHS)
6. East Avenue Campus/DAEP (EAC)
7. Operations, Maintenance, Transportation (OMT)

CTE / Ag Barn



1. Schematic Design Approved; Design Development underway!
2. Geotech borings: working with VLK and geotechnical engineer to verify locations
3. 3rd Party Code Review & Inspections: proposal received
4. Tracking CDs:
 1. final plans December 2024
 2. bidding to follow after holidays
5. Water/Wastewater utility extensions: we are coordinating with City and EDC

Maintenance Projects

Weaver & Jacobs



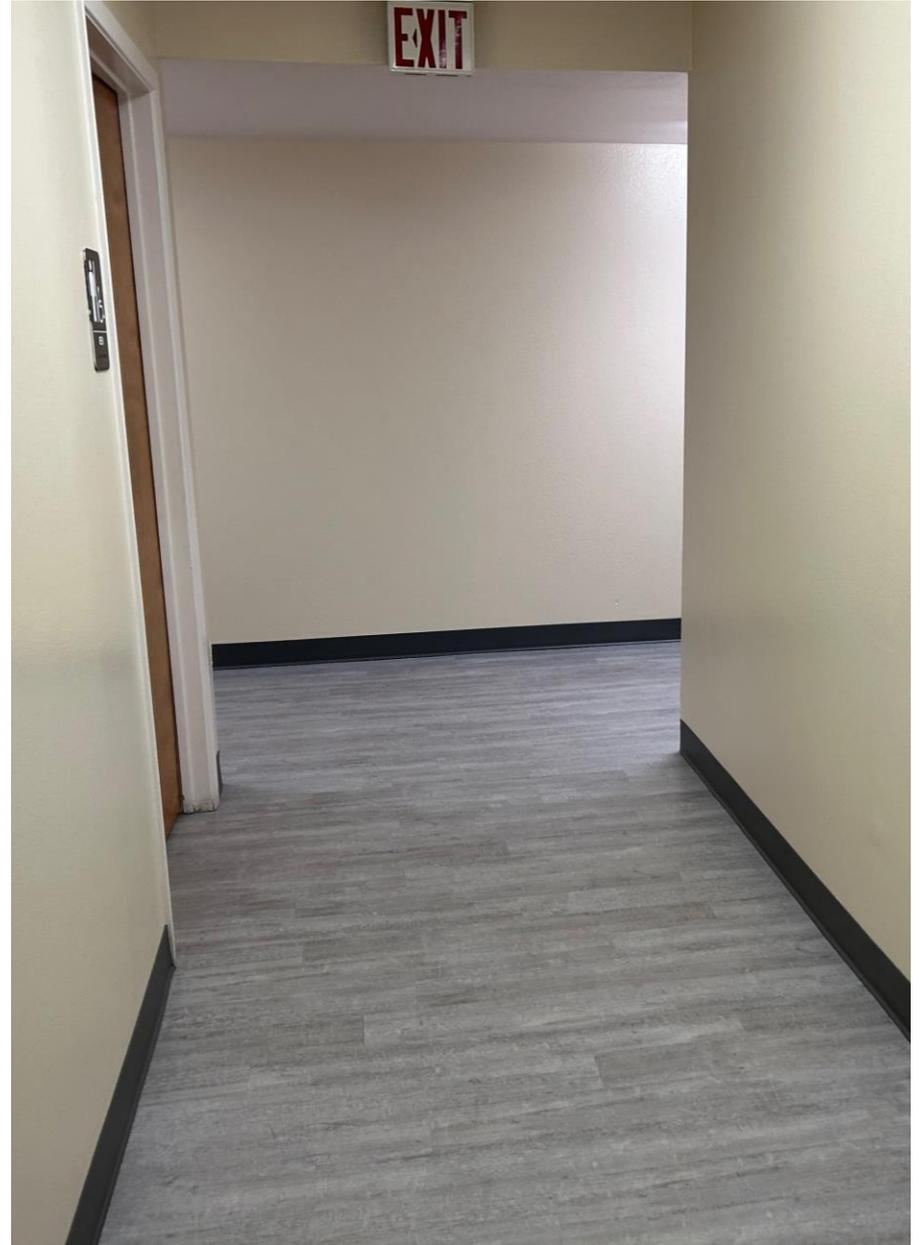
1. VLK Schematic Design Meetings with staff later this month
 1. Schematic Design to Board afterwards
2. Design tracking to be complete this near end of year
 1. Bidding could track with CTE/Ag project for synergy, economies of scale

Maintenance Projects

Weaver & Jacobs



4. Flooring replacements at select rooms at GES, GNA, GHS, & OMT
 - Awarded by Board 6/24/24
 - Minor punchlist items remain
 - Completed AHEAD of SCHEDULE at all campuses
 - Completed \$20,000 UNDER BUDGET



Maintenance Projects

ISD Direct



Roofing repairs:

1. GHS roof drain water tests indicate no leaks under roof! Roofing work now expected to resolve all leaks
2. GHS work underway; labor taking place later afternoons into evening due to heat



Maintenance Projects

ISD Direct



Paving repairs:

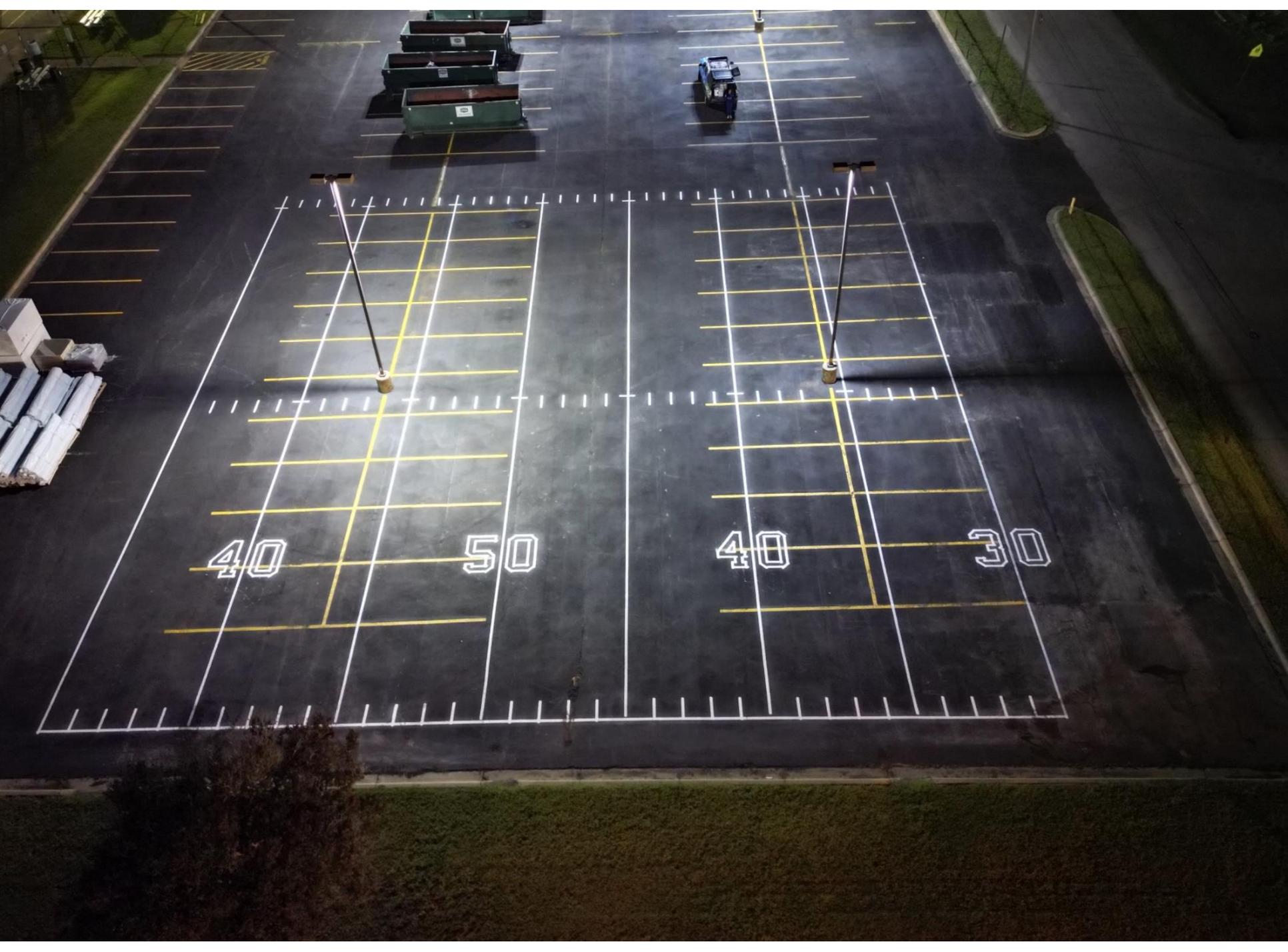
1. All paving expected to be substantially complete before school starts
2. Materials testing utilized to verify materials and compaction
3. Punchlist items will follow
4. Tracking under budget pending quantity review











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Bond Program Budget



 Gonzales ISD 2023 Bond Program BUDGET Delivery Method				CTE/Ag Barn	Maintenance								
				CMR	Primary	Elementary	Jr High	North Ave	High School	East Ave/DAEP	Ops, Maint, Transpo		
					CMR								
				CTE/Ag Barn <i>Infrastructure, 26,000sf CTE, Ag Barn w 10 int pens, 10 ext</i>	GPA <i>safety, security, accessibility, maintenance</i>	GES <i>safety, security, accessibility, maintenance</i>	JHS <i>safety, security, accessibility, maintenance</i>	GNA <i>safety, security, accessibility, maintenance</i>	GHS <i>safety, security, accessibility, maintenance</i>	EAC <i>safety, security, accessibility, maintenance</i>	OMT <i>safety, security, accessibility, maintenance</i>		
TOTAL BOND = \$ 50,600,000				5/7/24	CELLS UPDATED	\$ 21,998,978	\$ 698,985	\$ 1,593,558	\$ 3,716,956	\$ 3,716,585	\$ 9,083,368	\$ 5,101,348	\$ 4,174,065
ITEM	NOTES:		CURRENT BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Total ISD Direct Costs			\$ 24,000	\$ 10,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Total Soft Costs			\$ 4,783,780	\$ 2,026,612	\$ 91,540	\$ 173,819	\$ 416,443	\$ 371,260	\$ 851,299	\$ 459,712	\$ 393,095	\$ 393,095	\$ 393,095
Total Util/Testing Costs			\$ 800,075	\$ 280,000	\$ -	\$ 64,135	\$ 91,835	\$ 84,535	\$ 104,200	\$ 87,835	\$ 87,835	\$ 87,535	\$ 87,535
Total Hard Costs(Non Construction)			\$ 2,105,000	\$ 1,540,000	\$ 40,000	\$ 180,000	\$ 55,000	\$ 20,000	\$ 110,000	\$ 140,000	\$ 20,000	\$ 20,000	\$ 20,000
Total Construction Cost:			\$ 42,370,988	\$ 18,142,366	\$ 565,445	\$ 1,173,604	\$ 3,151,678	\$ 3,238,791	\$ 8,015,868	\$ 4,411,800	\$ 3,671,435	\$ 3,671,435	\$ 3,671,435
TOTAL COSTS:			\$ 50,083,844	\$ 21,998,978	\$ 698,985	\$ 1,593,558	\$ 3,716,956	\$ 3,716,585	\$ 9,083,368	\$ 5,101,348	\$ 4,174,065	\$ 4,174,065	\$ 4,174,065
Total Project Costs			\$ 50,083,844	\$ 22,600,000	\$ 180,000	\$ 800,000	\$ 5,720,000	\$ 3,500,000	\$ 10,200,000	\$ 2,900,000	\$ 4,700,000	\$ 4,700,000	\$ 4,700,000
PROJECT FUNDING:													
2023 Bond:			\$ 50,600,000										
Interest Utilized													
Operating Funds													
Total Funding:			\$ 50,600,000										
Balance:			\$ 516,156										

QUESTIONS?



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Vice President

Josie Smith-Wright
Secretary

Naomi Brown

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
August 12, 2024

REPORT ITEM

SUBJECT: Superintendent's Report

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY:

SUPERINTENDENT'S RECOMMENDATION: N/A

SAMPLE MOTION: N/A



LEARNING TODAY,
LEADING TOMORROW



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GISD School Board Agenda Information Sheet
August 12, 2024

INFORMATION ITEM

SUBJECT: Board Business

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools

AUTHORITY FOR THIS ACTION: GISD School Board Policy BF (Local)

RATIONAL SUMMARY: Information provided through the Board Business section of the agenda aimed at keeping trustees informed of routine correspondence.

***Added Items**

August 2024	
August 7-13, 2024	Staff Development/Student Holiday
August 7, 2024	Convocation
August 12, 2024	Regular Board Meeting
August 14, 2024	First Day of School
August 19, 2024	Budget Workshop
August 26, 2024	Budget & Tax Rate Adoption
September 9, 2024	Regular Board Meeting
September 12-13, 2024	MASBA National Conference