

Regular Meeting  
Monday, May 13, 2024 5:30 PM

GISD Administrative Board Room  
1615 St Louis Street  
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:** Josie Smith-Wright
  - 1.C. Pledge:  
**Presenter:** Gloria Torres
  - 1.D. Mission Statement:  
**Presenter:** Sandra Gorden
2. Public Comments  
**Presenter:** Board President
3. Recognitions  
  
**Presenter:** Veronica Johannsen, Chief of Communications and Safety; Joey Rivera, Athletic Director
4. New Business/Action Items
  - 4.A. Discuss and Consider Action to Canvass and Certify the Results of the General Election for Trustees in Single Member District 4 and District 7.  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
  - 4.B. Discuss and Consider Action to Administer the Certificate of Election and Statement of Elected Officer  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
  - 4.C. Discuss and Consider Action to Administer the Oath of Office  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
  - 4.D. Discuss and Consider Action on the Reorganization of Elected Officers  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
  - 4.E. Consent Agenda  
  
Discuss and Consider Action to approve the Consent Agenda  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
    - 4.E.1. Minutes of Meetings:  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
    - 4.E.2. Budget Amendments:
  - 4.F. Discuss and Consider Action to approve the Delegate/Delegate Alternate to the TASB Delegate Assembly  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools

- 4.G. Discuss and Consider Action to Appoint Crystal Cedillo, Gonzales County Tax Assessor-Collector, as the individual to Calculate and Prepare the 2024 No-New Revenue and Voter-Approval Tax Rates for Gonzales ISD  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
- 4.H. Discuss and Consider Action to Approve an Order Authorizing the Issuance, Sale and Delivery of Gonzales Independent School District Unlimited Tax School Building Bonds, Series 2024; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools; John Robuck, BOK Financial
- 4.I. Discuss and Consider Action on an Amended Resolution Declaring Intention to Reimburse Project Expenditures and Associated Budget Amendment  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
- 4.J. Discuss and Consider Action on an Interlocal Agreement with Education Service Center Region 10 to Allow Gonzales ISD to Participate in ESC 10 Sponsored Purchasing Cooperatives  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools; Presleigh Zella, Financial Operations Specialist
- 4.K. Discuss and Consider Action on Roofing Repairs and Improvements For the 2023 Bond Program  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools; Casey Sledge, Sledge Engineering
- 4.L. Discuss and Consider Action on Paving, Repairs, and Improvements for the 2023 Bond Program  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools; Casey Sledge, Sledge Engineering
5. Reports  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
- 5.A. Superintendent Reports  
**Presenter:** Dr. Elmer Avellaneda, Superintendent of Schools
- 5.B. 2023 Bond Program Monthly Update  
**Presenter:** Casey Sledge, Sledge Engineering
6. Board Business
- 6.A. Board Correspondence
- 6.B. Dates of Interest
7. Adjourn to Closed session: Under Texas Government Code Chapter 551, The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The board may conveniently meet in such a closed or executive session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas government code chapter 551:  
**Presenter:** Board President
- 7.A. Personnel
8. Reconvene to Open Meeting: The Board will take appropriate action on items, if necessary, as discussed in Closed Session  
**Presenter:** Board President
9. Adjourn





Board of Trustees

Ross Hendershot, III  
President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet  
May 13, 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.

**GROWING  
GREATNESS**

 **ur Students.  ur Future.**





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GISD School Board  
Agenda Information Sheet

**RECOGNITION**

**ADMINISTRATOR RESPONSIBLE:** Veronica Johannsen, Chief of Communications and Safety

**RATIONAL SUMMARY:** Gonzales ISD would like to recognize several staff members from the child nutrition campus : North Avenue, maintenance, and transportation department.

**Transportation:**

Keiara Steemer

**Maintenance:**

Bryan "Kiki" Polk

**Child Nutrition - Gonzales North Avenue Cafeteria Staff:**

Maria Mendez

Jane Escobedo

Esperanza Rodriguez

Leticia Garcia Rodriguez

Juana Perales Zuniga



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GISD School Board Agenda Information Sheet  
May 13, 2024

### **Athletics Recognitions**

**SUBJECT: Athletics Recognitions**

**ADMINISTRATOR RESPONSIBLE:** Joey Rivera, Athletic Director

**RATIONAL SUMMARY: THSCA Academic All State Recipients**

**SUPERINTENDENT'S RECOMMENDATION:** n/a

**SAMPLE MOTION:** n/a

THSCA Academic All State Recipients

Miguel Moreno- Boys Soccer Honorable Mention  
Kassandra Mendez- Girls Soccer Honorable Mention  
Hannah Avant- Golf 2nd Team  
Kelly Breitschopf- Softball 2nd Team  
Dakota Schmidt - Softball 2nd Team  
Syndey McCray- Softball 2nd Team  
Dakota Dubose- Baseball 1st Team  
Weston Ruddock-Baseball Honorable Mention  
Macey Pena Track- 1st Team  
Macy Sample- Track 2nd Team





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GISD School Board Agenda Information Sheet  
May 13, 2024

### **ACTION ITEM**

**SUBJECT:** Discuss and Consider Action to Canvass and Certify the Results of the General Election for Trustees in Single Member District 4 and District 7.

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent

**RATIONAL SUMMARY:** On February 12, 2024, the Board of Trustees ordered an election to be held on May 4, 2024, for the purpose of electing Trustees in Single Member Districts 4, and District 7. The purpose of this action is to canvass the returns and make appropriate determinations as required by law. Under Texas election Code, Section 67.003, the Board shall canvass and certify the official election results of the General Election no later than the eleventh day after the May 4, 2024, General Election. The Gonzales Elections Administrator Gwen Schafer has submitted the election results along with her certification.

**SUPERINTENDENT'S RECOMMENDATION:** The Board of Trustees Canvass and Certify results of the General Election for Trustees in Single Member Districts 4, and District 7.

**SAMPLE MOTION:** *"I move that the Board of Trustees approve the canvass of returns and approve the Order Declaring Results of the Gonzales ISD Trustee Election on May 4, 2024, as presented"*

Canvassing the Returns of the  
May 4, 2024 General Elections

CANVASS THE RETURNS AND APPROVE THE ORDER DECLARING  
RESULTS OF GONZALES ISD TRUSTEE ELECTIONS HELD ON MAY 4, 2024

Gonzales independent School District  
Trustee District 4 and District 7

Candidate	Dist.	Ballots by Mail	Early Voting (EV)	Election Day (ED)	EV & ED Totals
Josie Smith-Wright	4	3	103	28	134
David Schautteet Jr.	4	6	69	40	115
Sandra B. Gorden	7	9	25	13	47
Naomi A. Brown	7	1	83	30	114

The motion is to approve the canvass of returns and approve the Order Declaring Results of the Gonzales ISD Trustee Election on May 4, 2024.

X

Board President

X

Date

X

Board Secretary

X

Date

**ORDER DECLARING RESULTS OF  
GONZALES ISD TRUSTEE ELECTION  
MAY 4, 2024**

On the **13<sup>th</sup> day of May 2024**, the board of Trustees of the Gonzales Independent School District convened in Regular session with the following members present: \_\_\_\_\_

And the following members absent: \_\_\_\_\_

Constituting a quorum for the transaction of business.

There came to be considered the returns of the Trustee Election held on the 4<sup>th</sup> day of May 2024 for the purpose of electing one trustee for single-member district 4 and single-member district 4 for a three-year term and upon completion of the canvass of the returns of said election by the Board of Trustees, it was determined there was a total of \_\_\_\_ votes cast, and that each of the said candidates received the following number of votes:

<b>Candidate/District</b>	<b>Absentee</b>	<b>Early Voting</b>	<b>Election Day</b>	<b>Total</b>
Josie Smith-Wright(4)	3	103	28	134
David Schautteet Jr.(4)	6	69	40	115
Sandra B. Gorden(7)	9	25	13	47
Naomi A. Brown (7)	1	83	30	114

IT IS THEREFORE FOUND, DECLARED, AND ORDERED, by the board of Trustees of Gonzales Independent School District that the above Trustee Election was duly called, the notice of election was duly posted, and said election was held in accordance with the law; and that at said election May 4, 2024 was elected to said Board of Trustees subject to taking the Oath of Office.

It is further found and determined that written notice of the date, place, and subject of this meeting was posted in the front window of the Administration office and on the district website. The posting notices of the meetings of the Board of Trustees, was posted in a place convenient and readily accessible to the general public and said notice, having been so posted, remained posted, for the time required by law to precede the scheduled time of said meeting.

Upon the reading of this Order Declaring Results of Trustee election, this order shall take effect immediately upon its passage and approval.

PASSED, ADOPTED, AND APPROVED on May 13, 2024, the date of the canvassing meeting.

GONZALES INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Ross Hendershot, III  
President, Board of Trustees

ATTEST

\_\_\_\_\_  
Josie Smith-Wright,  
Secretary, Board of Trustees



Board of Trustees

Ross Hendershot, III  
President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet  
May 13, 2024

**ACTION ITEM**

**SUBJECT:** Discuss and Consider Action to Administer the Certificate of Election and Statement of Elected Officer

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent of Schools

**RATIONAL SUMMARY:** GISD School Board Policy BBB (Legal) states:

"A certificate of election shall be issued to each elected candidate".

"Newly elected and appointed Board members, before taking the oath or affirmation of office and entering upon the duties of office, shall sign the required officer's statement. The statement shall be retained with the official records of the office."

Based on this requirement, the Superintendent will present Josie Smith-Wright, (District 4) and Naomi A. Brown, (District 7) elected officers with a Certificate of Election, and each shall sign the Statement of Officer form provided by the Secretary of State's office.

**SUPERINTENDENT'S RECOMMENDATION:** The Superintendent recommends that the Certificate of Election is presented to the elected officer Josie Smith-Wright, (District 4), and elected officer Naomi A. Brown, (District 7) and that they sign the Statement of Officer form.

**MOTION:** "I move that the board approve the recommendation that the Certificate of Election be presented to Josie Smith-Wright, (District 4), Naomi A. Brown, (District 7), and that they sign the Statement of Officer form."

# *Certificate of Election*



In the name and by the authority of

**Gonzales Independent School District**

THIS IS TO CERTIFY that

**Josie Smith-Wright**

was duly elected for purposes of the May 4, 2024 election, pursuant to  
the order declaring results of the Gonzales ISD Trustee Election issued  
on May 13, 2024

**GONZALES INDEPENDENT SCHOOL DISTRICT  
SCHOOL BOARD TRUSTEE DISTRICT 4**

In testimony whereof, I have  
hereunto signed my name and  
caused the Seal of Gonzales  
ISD to be affixed this the 13<sup>th</sup>  
day of May, 2024.

---

Signature of Presiding Officer  
Of Canvassing Authority

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings**  
**Section P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**





# *Certificate of Election*



In the name and by the authority of

**Gonzales Independent School District**

THIS IS TO CERTIFY that

**Naomi A. Brown**

was duly elected for purposes of the May 4, 2024 election, pursuant to  
the order declaring results of the Gonzales ISD Trustee Election issued  
on May 13, 2024

**GONZALES INDEPENDENT SCHOOL DISTRICT  
SCHOOL BOARD TRUSTEE DISTRICT 7**

In testimony whereof, I have  
hereunto signed my name and  
caused the Seal of Gonzales  
ISD to be affixed this the 13<sup>th</sup>  
day of May, 2024.

---

Signature of Presiding Officer  
Of Canvassing Authority

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings**  
**Section P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**





Board of Trustees

Ross Hendershot, III  
President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet  
May 13, 2024

**ACTION ITEM**

**SUBJECT:** Discuss and Consider Action to Administer the Oath of Office

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent Of Schools

**RATIONAL SUMMARY:** GISD School Board Policy BBB (Legal) states:

"After the officer's statement has been signed and certificates of the election have been issued, but before entering upon the duties of the office, the Board member shall take the oath or affirmation of office and shall file it with the President of the Board."

Based on this requirement, Josie Smith-Wright and Naomi A. Brown will take the Oath of Office to serve as Gonzales ISD School Board Trustees.

**SUPERINTENDENT'S RECOMMENDATION:** The Superintendent recommends that the Oath of Office be administered to elected officers Josie Smith-Wright, (District 4) and Naomi A. Brown, (District 7) by a Notary Public.

**MOTION:** "I move that the Oath of Office be administered to Josie Smith-Wright, (District 4) and Naomi A. Brown, (District 7) by a Notary Public as presented."

**Form #2204 Rev 9/2017**

This space reserved for office use

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**FAX 512-463-5569**  
**Filing Fee: None**

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Josie Smith-Wright, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Gonzales ISD, School Board District 4 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

---

 Signature of Officer

---

**Certification of Person Authorized to Administer Oath**

State of Texas  
 County of Gonzales

Sworn to and subscribed before me on this 13<sup>th</sup> day of May, 2024.

(Affix Notary  
 Seal, only if oath  
 administered by a  
 notary.)

---

 Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

---

 Printed or Typed Name

**Form #2204 Rev 9/2017**

This space reserved for office use

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**FAX 512-463-5569**  
**Filing Fee: None**

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Naomi A. Brown, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Gonzales ISD, School Board District 7 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

---

 Signature of Officer

---

 Certification of Person Authorized to Administer Oath

State of Texas  
 County of Gonzales

Sworn to and subscribed before me on this 13<sup>th</sup> day of May, 2024.

(Affix Notary  
 Seal, only if oath  
 administered by a  
 notary.)

---

 Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

---

 Printed or Typed Name



Board of Trustees

Ross Hendershot, III  
President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet  
May 13, 2024

### ACTION ITEM

**SUBJECT:** Discuss and Consider Action on the Reorganization of Elected Officers

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent of Schools

**RATIONAL SUMMARY:** GISD School Board Policy BDAA (Legal) states:

"At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board.
2. A secretary, who may or may not be a member of the Board.
3. Such other officers and committees as the Board may deem necessary."

Based on this policy, the Board may choose to elect officers.

**SUPERINTENDENT'S RECOMMENDATION:** The Superintendent recommends that the Board approve the election of the elected officers.

**MOTION:** *I move that the Board accept the newly elected officers (names/positions) to serve as officers for the Gonzales ISD School Board.*

Board President: \_\_\_\_\_

Board Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_



Board of Trustees

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President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet  
May 13, 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:** April 8, 2024-Regular Meeting  
April 22, 2024- Special Meeting

**B. Budget Amendments:**

**SUPERINTENDENT'S RECOMMENDATION: APPROVE**

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



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**Minutes**  
**Monday, April 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:** Ross Hendershot, III, President  
Justin Schwausch, Vice President  
Josie Smith-Wright, Secretary  
D'Anna Robinson  
Ashley Molina  
Gloria Torres  
Sandra Gorden

**Board Member Absent:**

**Item #1. Call to Order**

The Board of Trustees of the Gonzales Independent School District met Monday, April 08, 2024, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:30 P.M.

A quorum was declared with 7 members present.

**Invocation, Pledge, Mission Statement**

D'Anna Robinson gave the Invocation, Gloria Torres 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:**

Recognitions were presented by Veronica Johannsen, Chief of Communications and Safety, and Joey Rivera, Athletic Director.

Ms. Johannsen presented the Student Recognitions and Staff Recognitions, Electrical Level 1 and Plumbing Level 1 with Mr. Dwayne Maly, Victoria College, Mrs. Gloria Torres was recognized for her 40 years of dedication on the School Board, the Financial Services Department was recognized for earning a Transparency Stars Award in the area of Debt Obligations from the Texas Comptroller of Public Accounts; Coach Rivera recognized the Powerlifting Athletes and Powerlifting Coaches.

**Item #4: New Business/Action Items:**

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

1. Budget Amendments
2. Minutes: March 4, 2024, Regular Board Meeting  
March 25, 2024-Special Board Meeting

Amanda Smith reviewed the budget amendments.

- Increase other Local Sources & Function 61 by \$700 each: \$500 donation from First Evangelical Lutheran Church; \$200 donations from Snavelly Forest Products, Inc. for Special Prom Family Engagement Event
- Move \$10k from Function 11 to Function 52: Underbudgeted payroll costs
- Increase Other Local Sources & Function 11 by \$3k each: Donations and Charter Buses for the ACE NASA Field Trip from SouthStar Bank (\$500) & GISD Education Foundation (\$2,500)
- Increase Other Local Sources & Function 36 by \$100 each: Donation from Pilot Club for Apache Olympics

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

The motion carried 7/0.



B. **Discuss and Consider Action and possible action regarding Resolution Authorizing the Sale of Real Property, including possible approval of the Purchase-Sales Agreement with C3 Investments, LLC.**

Amanda Smith, Chief Financial Officer, presented to the board the update to this action item from the March 25, 2024 Board Meeting from the land located on Robertson Street. At the previous board meeting, C3 Investments had offered \$170,000 to purchase the property while the district's investment is about \$260,000. At the March 25th board meeting the board authorized the GISD Superintendent, to negotiate the sales price and the deed restriction and bring it back to the next board meeting for further consideration. The resolution brought to this meeting is for the sale price of \$215,000, which is between the aforementioned numbers.

Mr. Chad Cooper, managing partner and owner of C3 Investments spoke to the board about what their company was planning to do with the property. 50 lot development with 40 being residential, a mixed use of 1,000 sq. ft to 1,300 sq.ft., 8 lots dedicated to multi-family 4 plexes with about 32 units and a standalone lot on Seydler that could potentially be a Commercial development or an interest in the development. These plans are not finalized at this time until a final plan is made with the engineers. This could generate a revenue of \$13.5 million dollars which results in tax dollars for the city and the school. They would like to put out roughly 12 homes every 6 months focusing on the residential homes and then the multifamily homes. The multifamily will primarily be rental property.

Sandra Gorden made a motion, with a second from D'Anna Robinson to adopt the resolution to accept, as presented.

The motion carried 7/0.

C. **Discuss and Consider Action to Approve the Date for the Public Meeting on the 2024-2025 Proposed Budget and Tax Rate**

Amanda Smith recommended August 26, 2024 as the date for the Public Meeting on the 2024-25 Proposed Budget and Tax Rate with a separate meeting for a budget workshop on August 19, 2024.

Justin Schwausch made a motion, with a second from Josie Smith-Wright to hold the public meeting for the 2024-2025 proposed budget and tax rate on August 26, 2024 at 5:30 p.m., as presented.

The motion carried 7/0

D. **Discuss and Consider Action to approve the Board Resolution for Justice Assistance Grant**

GISD Chief of Police, Gregory Brooks, requested authorization to complete the application process for FY 24/25 Justice Assistance Grant which, if awarded in full, will fund the purchase of Body Worn Cameras and in-car cameras along with the video storage and upload system. This would allow GISD officers to video all encounters with students, parents, and citizens for accountability and evidence gathering in criminal investigations. This grant is for \$59,105.

Ashley Molina made a motion, with a second from Gloria Torres to approve the submission for the FY 24/25 Justice Assistance Grant as presented.

The motion carried 7/0.

E. **Discuss and Consider Action to Approve the Board Resolution for Bullet-Resistant Shield Grant**

Chief Brooks came before the board requesting to complete the application process for the FY 24/25 Bullet-Resistant Shield Grant which, if awarded in full will fund the purchase of Bullet-Resistant Shields for the School District Police Officers. This would provide safety equipment for the Officers to use during an active shooter threat on any of our campuses or school district facilities. This grant is in the amount of \$40,583.

Ashley Molina made a motion, with a second from Gloria Torres, to approve the submission for the FY 24/25 Bullet-Resistant Shield Grant as presented.

The motion carried 7/0

## **Item#5 Reports:**

### **A. Financial Report**

The Financial and Quarterly Investment Report was presented by Amanda Smith, CFO.

### **B. Board Members Continuing Education Credits/SBOE Framework for School Board Development Report.**

Mr. Hendershot announced each board member that has completed, exceeded, or is deficient in the required continuing education.

The following board members have exceeded the required continuing education hours:

- Gloria Torres
- Josie Smith-Wright
- Justin Schwausch
- Ross Hendershot, III

The following board members are deficient in their required continuing education hours and have scheduled training to timely complete the required continuing education hours:

- Ashley Molina
- D'Anna Robinson
- Sandra Gorden

### **C. Superintendent Reports**

Presented by Superintendent, Dr. Elmer Avellaneda

## **Item#6 Board Business:**

**Board Correspondence:** No Correspondence

### **Dates of Interest:**

April 16, 2024	English 1 EOC 6 <sup>th</sup> RLA STAAR
April 17, 2024	English 2 ROC 3 <sup>rd</sup> -5 <sup>th</sup> RLA STAAR
April 18, 2024	SLI Registration Opens 7 <sup>th</sup> & 8 <sup>th</sup> RLA STAAR
April 23, 2024	Biology EOC 5 <sup>th</sup> Science STAAR 8 <sup>th</sup> Social Studies STAAR National School Bus Driver Appreciation Day
April 24, 2024	U.S. History EOC Administrative Professionals Day
April 25, 2024	8 <sup>th</sup> Science STAAR TASB Workshop(GHS)
April 26, 2024	Band Banquet
April 30, 2024	HS Algebra EOC 8 <sup>th</sup> Algebra EOC 8 <sup>th</sup> Math STAAR (1/2 students)
May 1, 2024	6 <sup>th</sup> Math STAAR 3 <sup>rd</sup> -5 <sup>th</sup> Math STAAR School Principals' Day

May 2, 2024	7 <sup>th</sup> Math STAAR 8 <sup>th</sup> Math STAAR (1/2 students) GHS FFA Banquet
May 3, 2024	Decision Day PepRally(GHS 10:00am) School Lunch Hero Day
May 4, 2024	Election Day

May 6, 2024	Top 10% Banquet
May 6-10, 2024	Teacher Appreciation Week
May 8, 2024	Military Signing Day PepRally (GHS 10:00am) National School Nurse Day
May 10, 2024	GE Fun Field Day
May 13, 2024	Regular Board Meeting Band Spring Concert 7-8pm GE Picnic with parents(the whole week)
May 14, 2024	Athletic Banquet 6-8pm JB Wells 3 <sup>rd</sup> Grade Awards
May 15, 2024	4 <sup>th</sup> Grade Awards
May 16, 2024	1 <sup>st</sup> & 2 <sup>nd</sup> Grade In-House UIL Meet GJHS Field Day Apache Olympics 5 <sup>th</sup> Grade Awards
May 17, 2024	Staff Development/Student Holiday
May 18, 2024	National Speech Pathologist Day
May 20, 2024	Senior Walk Scholarship Night @GJHS 6-7:30 GE Awards (details to come soon)
May 21, 2024	Pre-K Grad 1:00-2:00pm Kinder Grad 9am GE Awards (details to come soon) 6 <sup>th</sup> Grade Awards 10-11am 7 <sup>th</sup> Grade Awards 1-2pm GHS Senior Olympics
May 22, 2024	Pre-K Grad 1:00-2:00pm Kinder Grad 9am Senior Awards Day
May 23, 2024	Early Release/Last Day of School
May 24, 2024	Graduation Day/Teacher Work Day
May 27, 2024	Memorial Day/District Closed

#### **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 6:35 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 7:39 P.M.

**Item #9 Adjourn**

There being no further business, President Hendershot adjourned the meeting at 7:40 P.M.

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Ross Hendershot, III, President  
Board of Trustees

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Josie Smith-Wright, Secretary  
Board of Trustees

**Minutes**  
**Monday, April 22, 2024**  
**Special Board Meeting at 5:30 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  
Josie Smith-Wright, Secretary  
D'Anna Robinson  
Ashley Molina  
Gloria Torres  
Sandra Gorden

**Board Member Absent:**

**Item #1. Call to Order**

The Board of Trustees of the Gonzales Independent School District met Monday, April 22, 2024, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:30 P.M.

A quorum was declared with 7 members present.

**Invocation, Pledge, Mission Statement**

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

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

**Item #3: New Business/Action Items:**

**A. Discuss and Consider Action to Approve a Memorandum of Understanding with Victoria College**

Wendy Cox, GISD Director of CCMR, presented to the board the MOU. Victoria College will offer a New Program of Study in Diagnostic and Therapeutic Services in the Health Science Career Cluster affording students the ability to secure Industry-based Certifications as either Pharmacy Technician or Certified Clinical Medical Assistant based on local interest.

These certifications would be a four-year pathway, from Freshman year to Senior Year. Students would need to complete four level courses. Students would need to pass the industry-based certification to receive an accountability point from the state. Mrs. Cox recommended that the teacher, teaching these new pathways be a very experienced teacher, specifically a nurse. GISD would cover levels 1-3 and Victoria College would come in to cover level 4. Students would receive their specialized skills in the first semester of their senior year for each of the certifications they are pursuing. The second semester would allow intervening or offering remediation or support before a student goes back to retest. This Certification includes medical billing, coding, and records and will help someone who is interested in working at the front office of a medical office or hospital.

Pharmacy Technician is the second Certification. Our local pharmacies are looking for support. Students would take the same levels as the CCMA but when they reach level four they would take courses needed for Pharmacy Technician. We hope to be able to have our students work in local pharmacies to get the experience needed as they are taking this course to receive real life experience.

The goal is for students to have their certification before they graduate. Victoria College would proctor the certification exam or VC could train someone at GHS to proctor. If the student fails they could retake the exam in 30 days.

Pharmacy Tech certification exam cannot be given at VC Gonzales Center. The test has to be administered through the Pharmacy Tech Board. VC is not allowed to give it at the Gonzales Center but can be given at the main VC Center in Victoria. However, VC is working on being able to administer the exam in Gonzales.

Justin Schwausch, made a motion, with a second from Josie Smith-Wright to approve the New Program in Diagnostic as presented.

The motion carried 7/0.

**B. Discuss and Consider Action on Compensation**

On behalf of the administrative team, Amanda Smith, GISD Chief Financial Officer, presented to the board recommendations for base pay changes for food service and bus drivers to be effective for the 2024-25 school year as well as recommended that the extra duty pay rate for the newly added ACE transportation program be added to the 2023-24 compensation plan at \$20.25 per hour. Because transportation for ACE was not offered at the beginning of the year, that pay rate was excluded from the compensation plan.

Ms. Smith stated that administration had been informed that the TASB pay study that is currently being conducted should be ready in time to bring the comprehensive 2024-25 compensation plan to the board for consideration in June making these 2024-25 recommendations considered today the first phase of the 2024-25 pay changes. Due to the market analysis being outsourced to TASB this year, the data was not ready in time to present the comprehensive compensation plan to the board in the usual timeline of April.

Changes for 2024-25 will very likely include a mandatory increase to the health insurance benefit to remain in compliance with the Affordable Care Act law. Based on estimates received from the Teacher Retirement System (TRS) insurance, administration is planning for at least a \$25 per month increase being necessary. The human resources department will attend the informational session when TRS releases the rates and make the final recommendation to the board of trustees at a later date.

Ross Hendershot made a motion, with a second from Ashley Molina to approve the compensation changes to the food service pay and bus driver pay as reflected on the pay analysis detail reports effective immediately through the end of this school year and the 2023-24 ACE bus driver extra duty pay rate and any necessary budget amendments.

The motion carried 7/0.

**Item #4 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 6:21 P.M.

**Item #5 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 7:06 P.M.

**Item #6 Adjourn**

There being no further business, President Hendershot adjourned the meeting at 7:08 P.M.

**2023-24 Proposed Budget Revision  
Food Service Fund  
Regular Board Meeting - May 13, 2024**

	<b>Current Budget</b>	<b><i>Proposed Amendment</i></b>	<b>Proposed Revised Budget</b>
<b>REVENUES</b>			
5700 Other Local Sources	123,863	7,300	131,163
5800 State Revenues	7,000	85,448	92,448
5900 Federal Sources	2,078,237	63,000	2,141,237
<b>TOTAL REVENUES</b>	<b>2,209,100</b>	<b>155,748</b>	<b>2,364,848</b>
<b>EXPENDITURES</b>			
0035 Food Services	2,209,600	155,748	2,365,348
<b>TOTAL EXPENDITURES</b>	<b>2,209,600</b>	<b>155,748</b>	<b>2,365,348</b>
7915 Operational Transfer In	500		500
8911 Operational Transfer Out	0		0
<b>NET ACTIVITY</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Notes:**

-\$85,000 Local Foods for Schools Grant Funding to support purchases of Texas-sourced unprocessed or minimally processed foods

\$7,300 No Kid Hungry Grant Funding to support purchases for the "breakfast in the classroom" program at Gonzales Elementary

\$448 due to state funds being received in excess of budgeted amount.

\$63,000 to cover the summer feeding food service program(s) (due to the program we're operating this year, the financials are recorded in the primary food service account rather than a separate account as has been done in prior years)



Board of Trustees

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President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

Ashley Molina

D'Anna Robinson

Gloria Torres

GISD School Board Agenda Information Sheet  
May 13, 2024

**ACTION ITEM**

**SUBJECT:** Discuss and Consider action to approve the Delegate/ Delegate Alternate to the TASB Delegate Assembly

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent of Schools

**RATIONAL SUMMARY:** The annual Texas Association of School Boards' Delegate Assembly, held in conjunction with the TASB/TASA Convention to be held in San Antonio Texas. The foundation of the Association's governance structure provides critical direction as the Association represents members' interests before state and national policymakers. Each member school district is asked to name a delegate and delegate alternate through school board action. The delegate(s) will represent the views of the school board at the delegate assembly.

**SUPERINTENDENT'S RECOMMENDATION:** APPROVE

**MOTION:** *"I move that the Board accept (\_\_\_\_\_) name as The Delegate and (\_\_\_\_\_) name as the Delegate Alternate to the 2024-2025 TASB Delegate Assembly."*





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Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet

May 13, 2024

#### **ACTION ITEM**

**SUBJECT:** Discuss and Consider Action to Appoint Crystal Cedillo, Gonzales County Tax Assessor-Collector, as the individual to Calculate and Prepare the 2024 No-New Revenue and Voter-Approval Tax Rates for the Gonzales ISD

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

**RATIONAL SUMMARY:** The legislature requires all taxing entities to specify the person responsible for calculating the no-new-revenue & voter-approval tax rates.

The administration recommends appointing Crystal Cedillo, Gonzales County Tax Assessor-Collector, as the individual to calculate and prepare the rates for Gonzales ISD.

**ADMINISTRATION'S RECOMMENDATION:** Approve

**SAMPLE MOTION:** *"I move that the board appoint Crystal Cedillo as the individual to calculate and prepare the 2024 No-New-Revenue and Voter-Approval tax rates for Gonzales ISD, as presented."*



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President

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Vice President

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Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet

May 13, 2024

### ACTION ITEM

**SUBJECT:** Discuss and Consider Action to Approve an Order Authorizing the Issuance, Sale and Delivery of Gonzales Independent School District Unlimited Tax School Building Bonds, Series 2024; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Relating Thereto

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

**RATIONAL SUMMARY:** John Robuck, the district's financial advisor, will present & seek the board's approval of the results of the bond sale associated with the November 2023 school building bond election.

**ADMINISTRATION'S RECOMMENDATION:** Approve

**SAMPLE MOTION:** *"I move that the board approve the Order Authorizing the issuance, sale, and delivery of Gonzales Independent School District Unlimited Tax School Building Bonds, Series 2024; levying a tax and providing for the security and payment of such bonds; and enacting other provisions relating thereto, as presented."*

**ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF  
GONZALES INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX  
SCHOOL BUILDING BONDS, SERIES 2024; LEVYING A TAX AND  
PROVIDING FOR THE SECURITY AND PAYMENT OF SUCH BONDS;  
AND ENACTING OTHER PROVISIONS RELATING THERETO**

STATE OF TEXAS	§
COUNTIES OF GONZALES & CALDWELL	§
GONZALES INDEPENDENT SCHOOL DISTRICT	§

WHEREAS, the Board, by order adopted on August 14, 2023, called an election (the “Election”) for the purpose of obtaining the approval of the resident, qualified electors in the District of the issuance of an aggregate of \$50,600,000 in bonds for (a) the construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including the wide safety, security, accessibility and lifecycle projects, a career and technical education building and an agriculture barn, and (b) paying the costs of issuing the Bonds;

WHEREAS, the Election was held on November 7, 2023, each in accordance with the Constitution and laws of the State of Texas, including the Texas Election Code;

WHEREAS, on November 17, 2023, the Board canvassed the Election returns and found that the resident, qualified electors in the District authorized the issuance of \$50,600,000 in bonds, as a result of which the District is authorized by the Constitution and laws of the State of Texas, including sections 45.001, 45.0011 and 45.003(b)(1) of the Texas Education Code, to issue such authorized amount of bonds in accordance with the Election for (a) the construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including the wide safety, security, accessibility and lifecycle projects, a career and technical education building and an agriculture barn and (b) paying the costs of issuing the Bonds;

WHEREAS, the Board now deems it necessary and advisable to authorize, issue and deliver the first and final installment of such authorized bonds in an aggregate principal amount of \$50,600,000, including any premium charged against such voted authorization, attributable to bonds authorized at the Election; and

WHEREAS, after the issuance of the Bonds, the District will have no authorized but unissued bonds remaining from the authorization provided by the Election.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE GONZALES INDEPENDENT SCHOOL DISTRICT:

**Section 1. Definitions.** Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

The term “Attorney General” shall mean the Attorney General of Texas.

The term “Board” shall mean the Board of Trustees of the District.

The term “Bondholder,” “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Bond.

The term “Bonds” shall mean the Gonzales Independent School District Unlimited Tax School Building Bonds, Series 2024, authorized in this Order, unless the context clearly indicates otherwise.

The term “Business Day” shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “Dated Date” shall mean June 1, 2024.

The term “Debt Service Fund” shall mean the special fund established pursuant to Section 21 of this Order.

The term “District” shall mean the Gonzales Independent School District, and any successor to its duties and functions.

The term “DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term “DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term “Government Securities” shall mean any securities and obligations now or hereafter authorized by Texas law that are eligible to discharge the Bonds. Current Texas law permits defeasance with the following types of securities: (i) direct non-callable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iii) non-callable obligations of a state or an agency or a county,

municipality, or other political subdivision of a state that have been refunded that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, any of which may be in book-entry form.

The term “Interest Payment Date” shall mean each February 1 and August 1 thereafter, commencing August 1, 2024, until maturity or prior redemption.

The term “Issuance Date” shall mean the date on which the Bonds are delivered to and paid for by the Underwriters.

The term “MSRB” shall mean the Municipal Securities Rulemaking Board.

The term “Order” as used herein and in the Bonds shall mean this order authorizing the Bonds.

The term “Outstanding,” when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond cancelled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

The term “Purchase Contract” shall mean the contract referred to in Section 22 of this Order.

The term “Record Date,” as used in connection with any Bond, shall mean the fifteenth calendar day of the month next preceding each Interest Payment Date.

The term “Register” shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amount of the Bonds registered to, each Owner.

The term “Registrar” shall mean BOKF, NA, whose designated payment office is in Dallas, Texas, and its successors in the capacities of paying agent and registrar for the Bonds.

The term “Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

The term “SEC” shall mean the United States Securities and Exchange Commission.

The term “Underwriters” shall mean the investment banking firms identified in the Purchase Contract.

All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to

sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

**Section 2. Authorization; Purposes.** As authorized by Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, and the Election, the Bonds shall be issued in fully registered form, without coupons, in the aggregate principal amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for the following purposes: (a) the construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including the wide safety, security, accessibility and lifecycle projects, a career and technical education building and an agriculture, and (b) paying the costs of issuing the Bonds.

**Section 3. Designation, Date and Interest Payment Dates.** The Bonds shall be designated as the “Gonzales Independent School District Unlimited Tax School Building Bonds, Series 2024” and shall be dated the Dated Date. The Bonds shall bear interest at the rates set forth in Section 4 of this Order from the later of the Issuance Date, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on each February 1 and August 1 thereafter, commencing August 1, 2024, until maturity or prior redemption.

**Section 4. Initial Bonds; Numbers and Denominations.** The Bonds shall be issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule and may be transferred and exchanged as set out in this Order. The initial bond shall be registered in the name of FHN Financial Capital Markets. The Bonds shall mature on August 1 in each of the years and in the amounts set out in such schedule.

<u>Bond Number</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	2025	\$	%
R-2	2026		
R-3	2027		
R-4	2028		
R-5	2029		
R-6	2030		
R-7	2031		
R-8	2032		
R-9	2033		
R-10	2034		
R-11	2035		
R-12	2036		
R-13	2037		
R-14	2038		
R-15	2039		
R-16	2040		
R-17	2041		
R-18	2042		
R-19	2043		
R-20	2044		

<u>Bond Number</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-21	2045		
R-22	2046		
R-23	2047		
R-24	2048		
R-25	2049		

Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

**Section 5. Execution of Bonds; Seal.** The Bonds shall be signed by the President or the Vice President of the Board and countersigned by the Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

**Section 6. Approval by Attorney General; Registration by Comptroller.** The Bonds to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or the Vice President and the Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall execute the registration certificate of the Comptroller substantially in the form provided in Exhibit A of this Order in the manner provided by law, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

**Section 7. Authentication.** Except for the Bonds to be initially issued, which need not be authenticated by the Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Registrar hereunder.

**Section 8. Payment of Principal and Interest.** The Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying

Agent/Registrar Agreement, which is hereby approved by the Board in substantially the form presented with this Order, with such changes as are acceptable to the President of the Board or the Superintendent of the District. The appropriate officers of the District are hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, as applicable. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of Section 14 of this Order, all matured Bonds presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be cancelled as provided herein.

The principal or redemption price of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar. The interest on Bond shall be payable by check on the Interest Payment Date and mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date to the address of such Owner as shown on the Register. Any accrued interest payable at maturity or redemption on a Bond shall be paid upon presentation and surrender of such Bond at the principal payment office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

**Section 9. Successor Registrars.** The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than sixty (60) days' written notice to the Registrar, as long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

**Section 10. Special Record Date.** If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later



than five (5) days prior to the Special Record Date, to each Owner of record of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

**Section 11. Ownership; Unclaimed Principal and Interest.** The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

**Section 12. Registration, Transfer and Exchange.** As long as any Bonds remain Outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds of the same type, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer

or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

The Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

**Section 13. Book-Entry-Only System.** The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 15 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register, of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 15 of this Order, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal, of premium, if any, or interest on the Bonds for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal, of premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

The President of the Board or the Superintendent is authorized and directed to enter into and execute a Letter of Representations with DTC, together with such other instruments as may be necessary to implement the book-entry-only system, in connection with the issuance of the Bonds, and all prior acts of the District's staff and its consultants in this regard are hereby ratified and confirmed.

**Section 14. Payments and Notices to Cede & Co.** Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

**Section 15. Successor Securities Depository; Transfer Outside Book-Entry-Only System.** In the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certified Bonds, the District or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

**Section 16. Mutilated, Lost or Stolen Bonds.** Upon the presentation and surrender to the Registrar of a damaged or mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

**Section 17. Cancellation of Bonds.** All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment or redemption. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

**Section 18. Redemption Prior to Maturity.**

(a) The District reserves the right, at its option, to redeem prior to maturity the Bonds maturing on or after August 1, 2035, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 1, 2034, or any date thereafter, at a price equal to the principal amount of the Bonds or portions thereof called for redemption plus accrued interest to the date of redemption.

(b) The Bonds may be redeemed only in integral multiples of \$5,000 of principal amount. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 12 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. If less than all of the Bonds are to be redeemed, the District may select the maturities of Bonds to be redeemed. If less than all the Bonds of any maturity are to be redeemed, the Registrar (or DTC while the Bonds are in book-entry-only form) shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

(c) Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption

price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding are to be redeemed, the numbers of Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded to be Outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue or compound after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(d) With respect to any optional redemption of the Bonds, unless all prerequisites to such redemption required by this Order have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed having been received by the Registrar prior to the giving of notice of such redemption, such notice may state that said redemption may, at the option of the District, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**Section 19. Forms.** The form of the Bonds, including the form of Permanent School Fund Certificate, the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued shall be substantially as shown in Exhibit A hereto, with such additions, deletions and variations, including any insurance legend or statement, as may be necessary or desirable and not prohibited by this Order.

**Section 20. Opinion of Bond Counsel; CUSIP.** The approving opinion of Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Bond Counsel, and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

**Section 21. Debt Service Fund; Tax Levy.**

(a) A special fund to be designated "Gonzales Independent School District Unlimited Tax School Building Bonds, Series 2024 Debt Service Fund" (the "Debt Service Fund") is hereby created solely for the benefit of the Bonds and shall be maintained by the District at an official depository bank of the District for as long as the Bonds, or interest thereon, are outstanding and unpaid. The proceeds from (i) all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order and (ii) state aid, if any, that is required by law to be deposited into the Debt Service Fund shall be deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund may, at

the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Bonds is excludable from gross income for federal income tax purposes.

(b) While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection; provided, however, that the amount of tax levied shall take into account the proceeds of state aid payments, if any, on deposit in the Debt Service Fund. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds and to no other purpose.

(c) There is hereby appropriated, from current funds on hand and legally available therefor, funds sufficient to pay the debt service coming due on the Bonds prior to receipt of taxes levied therefor.

**Section 22. Sale and Delivery of Bonds; Purchase Contract; PSF Guarantee; Rating.** The sale of the Bonds to the Underwriters is hereby approved at a price of \$\_\_\_\_\_ (representing the par amount of the Bonds, plus a net reoffering premium of \$\_\_\_\_\_ on the Bonds, and less an underwriting discount of \$\_\_\_\_\_), in accordance with the terms of the Purchase Contract presented with this Order, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the District. The President or the Vice President of the Board and other appropriate officials of the District are hereby authorized and directed to execute such Purchase Contract on behalf of the District, and the President or the Vice President of the Board and all other officials, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

The District's application and payment of a fee for a guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas is hereby authorized, approved, ratified, and confirmed. The appropriate officials and representatives of the District are hereby authorized and directed to execute such documents and certificates and to do any and all things necessary or desirable to obtain such guarantee, and the printing on the Bonds of an

appropriate legend or statement regarding such guarantee, as provided by the Texas Education Agency, is hereby approved.

The President of the Board and the District's Superintendent, financial advisor and other consultants are hereby authorized to take such action as the President of the Board or the Superintendent shall approve in seeking ratings on the Bonds from one or more nationally recognized statistical rating agencies, including S&P Global Ratings, and any such action is hereby ratified and confirmed.

**Section 23. Covenants to Maintain Tax Exempt Status.** The District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

(a) The District will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Bonds.

(b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District and investment earnings on such collections.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the District will make such payments as are necessary to cause the yield on all yield

restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm’s length and had the yield on the Bonds not been relevant to either party.



(j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The District will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District’s expectations. On or after the date of issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bondholders and any subsequent Bondholder, and may be relied upon by the Bondholders and any subsequent Bondholder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District’s representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

**Section 24. Not Qualified Tax-Exempt Obligations.** The District does not designate the Bonds as “qualified tax-exempt bonds” as defined in Section 265(b)(3) of the Code.

**Section 25. Use of Proceeds.** Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

(a) An amount equal to the costs of issuance of the Bonds, as approved by the District, shall be applied to pay such costs as the District may arrange;

(b) \$50,600,000 of the proceeds from the sale of the Bonds, together with any investment earnings thereon, shall be used for the authorized purposes described in subsection 2(a) of this Order; and

(c) Any proceeds of the Bonds remaining after making all such deposits and payments, together with any remaining investment earnings on such proceeds, shall be deposited into the Debt Service Fund.

**Section 26. Continuing Disclosure Undertaking.**

(a) The District shall provide certain updated financial information and operating data annually to the MSRB. The information to be updated includes financial information and operating data with respect to the District of the general type included in the Official Statement in “APPENDIX A – FINANCIAL INFORMATION REGARDING THE DISTRICT” (Tables 1 and 3 through 14) (such information is referred to as the “Annual Filing Information”). The District will additionally provide financial statements of the District (the “Financial Statements”) that will be (i) prepared in accordance with the accounting principles described in Appendix E to the Official Statement or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and in substantially the form included in Appendix E to the Official Statement and (ii) audited, if the District commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The District will update and provide the Annual Filing Information and the Financial Statements within six months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2024. The District may provide the Financial Statements earlier, including at the time it provides its Annual Filing Information, but if the audit of such Financial Statements is not complete within six months after any such fiscal year end, then the District shall file unaudited Financial Statements within such six month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC.

(b) The District shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) The appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the District, or if jurisdiction has been assumed by leaving the Board and official or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District. The District intends that the words used in clauses

(15) and (16), above, and the definition of Financial Obligation in this Order have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall also notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(c) All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Section of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only

if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (i) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (ii) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (x) such provisions as so amended and (y) any amendments or interpretations of the Rule.

**Section 27. Related Matters.** To satisfy in a timely manner all of the District's obligations under this Order, the President or the Vice President and Secretary of the Board, the Superintendent and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including, without limitation, executing and delivering on behalf of the District all contracts, agreements, certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under this Order and to direct the transfer and application of funds of the District consistent with the provisions of this Order.

**Section 28. Order a Contract – Amendments.** This Order shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own in the aggregate a majority of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, or interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

**Section 29. Power to Revise Form of Documents.** Notwithstanding any other provision of this Order, the President of the Board and the Superintendent are hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President or the Superintendent, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any material changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

**Section 30. Official Statement.** The District hereby approves, ratifies and confirms the form and contents of the Preliminary Official Statement dated May 3, 2024, and the final Official Statement, dated as of the date hereof, relating to the Bonds, substantially in the form presented to and hereby approved by the Board, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the re-offering of the Bonds by the Underwriter, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The President of the Board is hereby authorized and directed to execute, and the Secretary of the Board is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board, and that, as of the date thereof the Preliminary Official Statement was an official statement of the District with respect to the Bonds that was deemed “final” by the Board, except for the omission of no more than the information permitted by the Rule.

**Section 31. Permanent School Fund Guarantee Program.** The District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

**Section 32. No Personal Liability.** No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

**Section 33. Defeasance.**

(a) The District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Registrar or a trust company, commercial bank or other eligible financial institution or with the Comptroller of the State of Texas either:

(i) cash in an amount equal to the principal amount of and interest thereon on the Bonds to the date of maturity or earlier redemption, if any, or;

(ii) pursuant to an escrow or trust agreement, cash and/or Government Securities, the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon on the Bonds to the date of maturity or earlier redemption, if any;

(b) If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

The District reserves the right, subject to satisfying the requirements of clauses (i) and (ii), above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

**Section 34. Notice.** Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or the Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Gonzales Independent School District  
1615 Saint Louis Street  
Gonzales, Texas 78629  
Attention: Superintendent

Registrar: The address specified in the Paying Agent/Registrar Agreement

**Section 35. Legal Holidays.** In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds or a Record Date shall be in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the last Business Day of that calendar month.

**Section 36. Open Meeting.** It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

**Section 37. Effective Date.** This Order shall be in full force and effect from and upon its adoption.

**Section 38. Severability.** If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

**Section 39. Recitals.** The recitals to this Order are hereby approved by the Board and incorporated into and made a part of this Order.

**Section 40. Repealer.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[Signature Page Follows]*



PASSED AND APPROVED this May 13, 2024.

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President, Board of Trustees  
Gonzales Independent School District

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Secretary, Board of Trustees  
Gonzales Independent School District

(SEAL)

Exhibit A - Form of Bond

Signature Page  
Bond Order

**EXHIBIT A**

**FORM OF BOND**

United States of America  
State of Texas

NUMBER  
<sup>1</sup>R - \_\_\_\_\_  
REGISTERED

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_  
REGISTERED

**GONZALES INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS  
SERIES 2024**

<sup>2</sup>INTEREST RATE: \_\_\_\_\_%    ISSUANCE DATE: \_\_\_\_\_    <sup>2</sup>MATURITY DATE: August 1, \_\_\_\_\_    <sup>2</sup>CUSIP: \_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<sup>3</sup>GONZALES INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the principal payment office of BOKF, NA, Austin, Texas, or its successor (the “Registrar”), the Principal Amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this bond is payable on each February 1 and August 1 thereafter, commencing August 1, 2024, until stated maturity or prior redemption, by check dated as of the interest payment date and mailed to the Registered Owner of record as of the Record Date (as defined in the hereafter defined Order), as shown on

<sup>1</sup> Initial Bond shall be numbered T-1.

<sup>2</sup> Omitted from the Initial Bond.

<sup>3</sup> The first sentence of the Initial Bond shall read as follows:

“GONZALES INDEPENDENT SCHOOL DISTRICT (the “District”), for value received hereby promises to pay, to the Registered Owner identified above or registered assigns, on August 1 in each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 4 of the Order] upon presentation and surrender of this bond at the principal payment office of BOKF, NA, Austin, Texas, or its successor (the “Registrar”) in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the later of the Issuance Date, or the most recent interest payment date to which interest has been paid or duly provided for.”

the books of registration kept by the Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the principal payment office of the Registrar.

THIS BOND is one of a duly authorized issue of bonds, dated June 1, 2024, aggregating \$\_\_\_\_\_ (the “Bonds”), issued to pay for (a) the construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including the wide safety, security, accessibility and lifecycle projects, a career and technical education building and an agriculture barn; and (b) paying the costs of issuing the Bonds, as described in an order adopted by the Board of Trustees of the District on May 13, 2024 (the “Order”), all pursuant to Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, and the Order.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem prior to maturity the Bonds maturing on or after August 1, 2035, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 1, 2034, or any date thereafter, at a price equal to the principal amount of the Bonds or portions thereof called for redemption plus accrued interest to the date of redemption.

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Registrar at the close of business on the business day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless all prerequisites to such redemption required by the Order have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on this Bonds having been received by the Registrar prior to the giving of notice of redemption, such notice may state that said redemption may, at the option of the District, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem this Bond and the Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that this Bond has not been redeemed.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under its official seal.

*[Signature page follows]*

GONZALES INDEPENDENT SCHOOL  
DISTRICT

(SEAL)

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

**FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

\* \* \*

**FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE**

**AUTHENTICATION CERTIFICATE**

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA

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

Authorized Signature: \_\_\_\_\_

Date of Authentication: \_\_\_\_\_

\* \* \*

## **FORM OF ASSIGNMENT**

### **ASSIGNMENT**

For value received, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

\* \* \*

**FORM OF PERMANENT SCHOOL FUND CERTIFICATE**

**PERMANENT SCHOOL FUND CERTIFICATE**

UNDER THE AUTHORITY granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Gonzales Independent School District of its Unlimited Tax School Building Bonds, Series 2024, dated June 1, 2024, in the principal amount of \$\_\_\_\_\_ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

REFERENCE IS HEREBY MADE to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

\_\_\_\_\_  
Mike Morath  
Commissioner of Education

\* \* \*





Board of Trustees

Ross Hendershot III  
President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet  
May 13, 2024

**ACTION ITEM**

**SUBJECT:** Discuss and Consider Action on an Amended Resolution Declaring Intention to Reimburse Project Expenditures and Associated Budget Amendment

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

**RATIONAL SUMMARY:** This agenda item is related to Item 4H from the December 11, 2023 regular meeting.

At the December meeting, the Board approved a resolution that allowed administration to move forward with committing the district to up to \$5,000,000 of bond-related projects prior to receiving the proceeds from the bond sale.

The bond program management team has been successful in securing the ability to move forward with projects valued at more than \$5,000,000. Additional authorization is necessary to move forward with projects at the current pace.

Administration recommends that the board authorize an additional \$2,000,000 for a total of \$7,000,000. Doing so will allow the board to consider the the roofing and paving agenda items on today's agenda in a legally compliant manner. Budget would be amended to cover the value of the projects, as needed, up to the maximum amount authorized by the board.

The bond proceeds are scheduled to be received on June 11, 2024 with payments going out to vendors after that date. Therefore, we do not anticipate needing access to any general fund cash. This is strictly a paperwork item that covers the district in the event funds are not received on schedule.

**SUPERINTENDENT'S RECOMMENDATION:** Approve

**SAMPLE MOTION:** *"I move that the board approve the amendment to the resolution and associated budget amendment, as presented."*



**AMENDED RESOLUTION DECLARING INTENTION  
TO REIMBURSE PROJECT EXPENDITURES**

STATE OF TEXAS	§
COUNTIES OF GONZALES AND CALDWELL	§
GONZALES INDEPENDENT SCHOOL DISTRICT	§

WHEREAS, the Gonzales Independent School District (the “District”), is an independent school district of the State of Texas, authorized to finance its activities by issuing obligations pursuant to the Chapter 45, Texas Education Code, which may include obligations the interest on which is excludable from gross income for federal income tax purposes (the “Obligations”), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Code”), or both; and

WHEREAS, the District has made, within the last 60 days, and will continue to make payments with respect to the acquisition of the projects as described on Exhibit A attached hereto (the “Financed Facilities and Improvements”); and

WHEREAS, the District reasonably expects to issue Obligations to reimburse itself for the costs associated with the Financed Facilities and Improvements listed on Exhibit A attached hereto; and

WHEREAS, the District desires to reimburse itself for the costs associated with the Financed Facilities and Improvements listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

NOW, THEREFORE, be it resolved that:

**Section 1.** The District hereby declares its intent to reimburse itself for all costs that will be paid subsequent to the date hereof in connection with the acquisition of the Financed Facilities and Improvements listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

**Section 2.** The District reasonably expects that the maximum principal amount of Obligations issued by the District to finance costs associated with the Financed Facilities and Improvements listed on Exhibit A attached hereto will not exceed \$7,000,000. This is an increase from the amount of \$5,000,000 previously approved on December 11, 2023.

**Section 3.** This Resolution will be kept in the books and records maintained by the District with respect to the Obligations.

PASSED AND APPROVED this 13<sup>th</sup> day of May, 2024.

GONZALES INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Trustees  
Gonzales Independent School District

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Secretary, Board of Trustees  
Gonzales Independent School District

(SEAL)

## **EXHIBIT A**

### **Financed Facilities and Improvements**

#### Item or Fund - - Described by Character, Type or Purpose

The construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including but not limited to District wide safety, security, accessibility and lifecycle projects, a career and technical education building, an agricultural barn, and athletic facilities in the District.

## CERTIFICATE FOR RESOLUTION

STATE OF TEXAS	§	
COUNTIES OF GONZALES AND CALDWELL	§	
GONZALES INDEPENDENT SCHOOL DISTRICT	§	

I, the undersigned officer of the Board of Trustees (the “Board”) of Gonzales Independent School District (the “District”), hereby certify as follows:

1. The Board of the District convened in a regular meeting on December 11, 2023, at the regular meeting place thereof, within the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ross Hendershot, III	President
Justin Schwausch	Vice President
Josie Smith-Wright	Secretary
Gloria Torres	Trustee
Sandra Gorden	Trustee
Ashley Molina	Trustee
D’Anna Robinson	Trustee

and all of such persons were present except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: a written

### RESOLUTION DECLARING INTENTION TO REIMBURSE PROJECT EXPENDITURES

was duly introduced for the consideration of such Board and read in full. It was then duly moved and seconded that such resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of such resolution, prevailed and carried by the following vote:

\_\_\_ AYES                      \_\_\_ NOES                      \_\_\_ ABSTENTIONS

2. That a true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such resolution has been duly recorded in the Board’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board’s minutes of such meeting pertaining to the adoption of such resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the

date, hour, place and subject of such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED December 11, 2023.

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Secretary, Board of Trustees  
Gonzales Independent School District

(SEAL)



Board of Trustees

Ross Hendershot III  
President

Justin Schwausch  
Vice President

Josie Smith-Wright  
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet  
May 13, 2024

### **ACTION ITEM**

**SUBJECT:** Discuss and Consider Action on an Interlocal Agreement with Education Service Center Region 10 to Allow Gonzales ISD to Participate in ESC Region 10 Sponsored Purchasing Cooperatives

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

**RATIONAL SUMMARY:** Education Service Center Region 10 serves as the lead agency for a Purchasing Cooperative. Purchasing cooperatives offer streamlined, efficient methods of purchasing that support our district's operations.

**ADMINISTRATION'S RECOMMENDATION:** Approve

**SAMPLE MOTION:** *"I move that the board approve the interlocal agreement, as presented."*



This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 10 (“ESC Region 10”) and Gonzales Independent School District (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

## PREMISES

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, The governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

## AGREEMENT

- Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 10; and (2) Allow the Local Government to join ESC Region 10 sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
- Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 10 for specific products or services.
- Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Dallas County, Texas.

Local Government

Gonzales Independent School District  
Name of Local Government

1615 Saint Louis St, Gonzales, Texas 78629  
Address of Local Government

Amanda Smith (830) 672-9551 ext.1447  
Contact Name and Telephone Number

\_\_\_\_\_  
Board President Signature / Date

March 13, 2024  
Board Approval Date

089901  
County/District#  
(if applicable)

ESC Region 10  
400 East Spring Valley Rd  
Richardson, TX 75081  
Attn: Sue Hayes, CFO

\_\_\_\_\_  
Authorized Representative Signature / Date

\_\_\_\_\_  
Authorized Representative Title





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Gloria Torres

GISD School Board Agenda Information Sheet  
May 13, 2024

**ACTION ITEM**

**SUBJECT:** Discuss and Consider Action to Approve roofing repairs and improvements for the 2023 Bond Program

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent of Schools

**RATIONAL SUMMARY:** Roofing evaluations and inspections were completed and pricing was requested from RoofConnect, a national roofing service company. RoofConnect has previously completed roofing work for GISD. Pricing was received for multiple campuses. Repair options were proposed and evaluated for each building considered. Staff further considered the future life-cycle plans of certain buildings to ensure cost-effectiveness with this investment. All repair work considered includes manufacturer and workmanship warranties. Work can begin June 2024 and will be expected to continue into Fall 2024. Final completion of each campus will be scheduled prior to work beginning.

**Campus Pricing and Scope:**

Campus	Cost	Scope Summary
GHS	\$2,618,704	Re-roof w TPO; clean slate tiles
JHS	\$126,822	Replace ends metal panels; repairs
GNA	\$557,762	Re-roof with TPO; coating & repairs
EAC	\$1,757,687	New roof over old with TPO; repairs
GES	\$259,498	New coating & membrane; repairs
<b>TOTAL:</b>	<b>\$5,320,473</b>	

**NOTES:**

- Allowances are included in the above totals for unforeseen repairs and final repair quantities to allow staff to optimize the repair work and budget.

Overall budget impact: the TASB report listed roof repairs at GHS and JHS, but not at GNA, EAC, or GES; however, staff feels the roof repairs at these campuses are warranted. GPA and OMT campus roofs do not need roof repairs to this level and will continue to be monitored by staff. This total pricing is approximately \$1M over the original budget items FOR ROOFING but includes the addition of GNA, EAC, and GES campuses. The 3 added campuses result in \$2.5M worth of roofing repairs for





the additional \$1M. Further, the Bond Program budget contained escalation and contingencies that more than cover the addition.

Staff feels the approval of roofing repairs for all campuses listed as presented is good value and will extend the life of each building for years to come.

This item will be funded from 2023 Bond Program and will utilize the Region 10 / Equalis Purchasing Cooperative if awarded.

**SUPERINTENDENT'S RECOMMENDATION:** We recommend approval of roof repairs and improvements in the amount of \$5,320,473 as presented and authorize the Superintendent to negotiate the final terms of the agreement.

**SAMPLE MOTION:** *"I move to approve the roof repairs and improvements in the amount of \$5,320,473 as presented and authorize the Superintendent to negotiate the final terms of the agreement."*



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GISD School Board Agenda Information Sheet  
May 13, 2024

**REPORT ITEM**

**SUBJECT:** Consideration and Possible Action to Approve paving repairs and improvements for the 2023 Bond Program

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent of Schools

**RATIONAL SUMMARY:** Paving evaluations and inspections were completed and pricing was requested from PaveConnect, a national paving services company. Repair options were proposed and evaluated for each campus considered. Work can begin June 2024 and will be completed by August 2024 if Awarded.

**Campus Pricing and Scope:**

Campus	Cost	Scope Summary
GHS	\$351,164	Full depth repairs; HMAC overlay; seal coat
JHS	\$24,856	HMAC level up; seal coat
GNA	\$135,029	HMAC overlay
EAC	\$204,113	HMAC overlay, seal coat, curb
GPA	\$15,445	Seal coat
OMT	\$141,435	HMAC level up; seal coat
GES	\$84,106	HMAC overlay
<b>TOTAL:</b>	<b>\$956,149.10</b>	

**NOTES:**

- Re-stripping included at all campuses listed
- 5% discount can be applied if all projects are Awarded due to mobilization and general condition savings
- Includes a 5% Allowance for unforeseen repairs or quantity adjustments made in the field. ISD will control this expenditure.
- Schedule of Value pricing is presented with quantities for various pavement items. Final payment will be based on final quantities installed

The pricing received is within the budget amount for paving repairs. Staff feels the approval of paving repairs for all campuses listed as presented is a good value and will extend the life of all pavement included for years to come. This item will be funded





from 2023 Bond Program and will utilize the Region 10 / Equalis Purchasing Cooperative if awarded.

**SUPERINTENDENT'S RECOMMENDATION:** We recommend approval of paving repairs and improvements in the amount of \$956,149.10 as presented and authorize the Superintendent to negotiate the final terms of the agreement.

**SAMPLE MOTION:** *I move to approve the paving repairs and improvements in the amount of \$956,149.10 as presented and authorize the Superintendent to negotiate the final terms of the agreement.*





# PaveConnect

NATIONAL PAVING SERVICES

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Project #: \_\_\_\_\_ Contract # / CPN #: \_\_\_\_\_

Project Type: \_\_\_\_\_

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

---

Sales Manager Name: \_\_\_\_\_

Sales Manager Phone: \_\_\_\_\_

Sales Manager Email: \_\_\_\_\_

*The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.*

## SCHEDULE OF VALUES

## PREVENTATIVE MAINTENANCE OPTIONS



You've made the investment and now have a new or recently maintained parking lot. The key to extending the life of this asset is proper maintenance and the completion of timely repairs on a yearly basis or when the need for maintenance is first noticed.

PaveConnect has developed an asset management program to help you complete this very important task. Our program evaluates your lot yearly for liability risks, ADA specifications, other compliance related issues, levels of failure and more. We then create a customized program, with prescribed steps for maintenance. We will have a primary contact for repairs and supply you numbers to allow for budgeting and planning for the future.

A parking lot without potholes, ponding water, that has proper lighting and has fresh new striping is a very inviting space. Your parking lot is more than just a place to park cars, it is often where a customer's first impression of your companies is made, not to mention your parking lot is one of the largest investments your business has.

With PaveConnect's asset management program for your parking lot, you can take comfort in having budgeted numbers for the future, while providing employees, customers, and community a well maintained parking lot.

### **Annual Inspection Cost: \$750.00 per inspection**

*For more information about how Preventative Maintenance can save you money on the total cost of ownership of your parking lot, see attached Parking Lot Total Cost of Ownership worksheet.*

## PAYMENT TERMS

### Schedule or Reimbursement


- \_\_\_\_\_ due upon delivery of materials
- \_\_\_\_\_ due upon substantial completion of project
- \_\_\_\_\_ due upon acceptance and issuance of warranty

**Notes:** The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.

### Exclusions:



## ACCEPTANCE OF TERMS


 As authorized representative of \_\_\_\_\_, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid		<input type="checkbox"/>
Annual Preventative Maintenance Plan		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

**Accepted By:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Approved Contract Amount:** \_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_

## PROJECT AGREEMENT TERMS AND CONDITIONS

1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.
2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.
3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.
4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can note legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.
5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.
6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.
7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as

## PROJECT AGREEMENT TERMS AND CONDITIONS

Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Workmanship Warranty: PaveConnect will warrant all workmanship for the period of 12 months from the date that PaveConnect completes its work on the Project. This one-year warranty excludes any defects in the materials installed. No full system watertight warranty is provided, unless otherwise specified.

OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN, PAVECONNECT MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH REGARD TO THE LABOR, MATERIALS, AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT OR WITH REGARD TO THE WORK ITSELF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

10. Indemnity. PaveConnect and Customer agree to indemnify and to hold each other, including their officers, agents, directory and employees, harmless from all liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind resulting from the negligence or wrongful conduct or breach of this Agreement by the indemnifying party or its employees, contractors or agents, including, without limitation, liabilities, costs, claims, demands, or suits for personal injury or property damage. This indemnity only requires the indemnifying party to indemnify the other party to the extent that such liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind are the result of the indemnifying party's negligence, wrongful conduct or breach of this Agreement.

11. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars (\$25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

12. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered

## PROJECT AGREEMENT TERMS AND CONDITIONS

by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

13. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

14. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

15. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

16. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in Dallas, Texas. Customer agrees to the joinder of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

17. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services

## Parking Lot Total Cost of Ownership - Reactive vs. Preventative Maintenance

In general, maintenance falls into two categories: Reactive and Preventative.

Reactive Maintenance focuses on repairing an asset once failure occurs. Proactive maintenance, however, focuses on avoiding repairs and asset failure through preventive and predictive methods.

### The Benefits of Preventative Maintenance

Preventative maintenance is a management strategy to provide and maintain serviceable parking lots. It is a multi-year planned strategy to select most effective treatments to preserve pavement assets, to impede their future deterioration and to maintain or to improve their functional condition without increasing their structural capacity.

Preventative maintenance typically includes corrective and preventive maintenance as well as minor rehabilitation. The concept behind proactive maintenance is presented in Fig. 1.

As compared to reactive approach, proactive approach promotes carefully selected maintenance activities applied

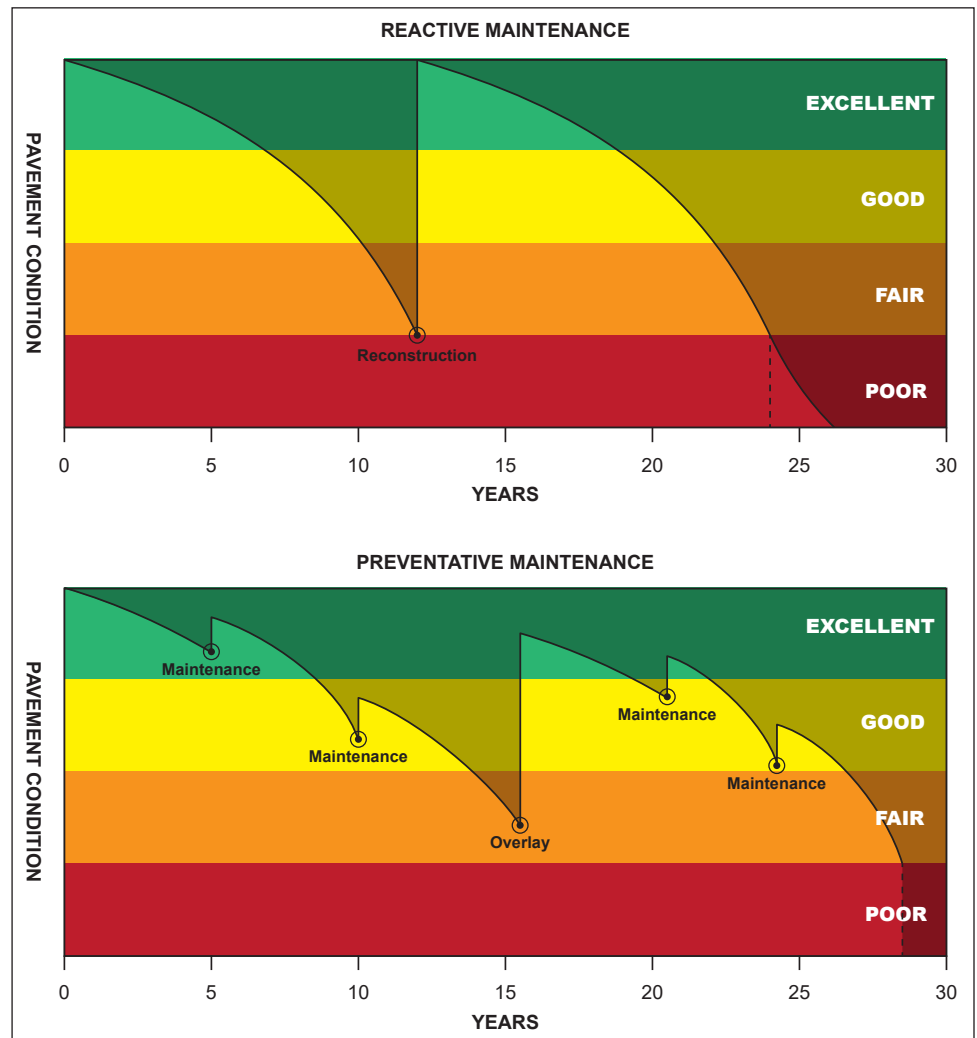


Fig. 1

Total Cost of Ownership - Reactive vs. Preventative Maintenance			
Reactive Maintenance		Preventative Maintenance	
Install number	\$ 225,000.00	Install number	\$ 225,000.00
		6 month inspection	\$ 750.00
Reactive Maintenance		SealCoat, crackseal and stripe	\$ 11,000.00
Restriping	\$ 2,000.00	Every other year inspection	\$ 3,750.00
Patching	\$ 15,000.00	2 Sealcoats	\$ 22,000.00
		Patching as needed	\$ 5,000.00
Total Reconstruction at 12 years	\$ 225,000.00		
		Overlay at 16 years	\$ 40,000.00
Reactive Maintenance		Striping	\$ 2,000.00
Restriping	\$ 2,000.00	6 month inspection	\$ 750.00
Patching	\$ 15,000.00	SealCoat, crackseal and stripe	\$ 11,000.00
		Every other year inspection	\$ 3,750.00
Total Cost	\$ 484,000.00	2 Sealcoats	\$ 22,000.00
Total Years	24	Patching as needed	\$ 5,000.00
Cost Per Year	\$ 20,166.67	Total Cost	\$ 352,000.00
		Total Years	24
		Cost Per Year	\$ 12,571.43
Preventative method also reduces risk of litigation from pothole damage to vehicles and trip hazards.			
In addition, preventative maintenance enhances the appearance and appeal to the store front			

Fig. 2

at optimal timing that allow to keep pavements in very good condition.

### Total Cost of Ownership

Choosing to pursue a preventative maintenance plan can save you money and also extend the life of your parking lot. In the example in Fig. 2 (left), a case study was performed, comparing total cost of ownership when a preventative maintenance plan is enacted versus the cost of maintaining your parking lot reactively.

The preventative maintenance plan not only extends the life of your parking lot, but saves you 37% of the total cost per year!



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GISD School Board Agenda Information Sheet  
May 13, 2024

## REPORT ITEM

**SUBJECT:** Superintendent's Report

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent

**RATIONAL SUMMARY:**

- Financial Report

**SUPERINTENDENT'S RECOMMENDATION:** N/A

**SAMPLE MOTION:** N/A





## Financial Report

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### May 2024 Regular Meeting Board of Trustees

## TABLE OF CONTENTS

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Monthly Statement of Ad Valorem Collections, March 2024	10



**Chief Financial Officer's Summary**  
**Regular Board Meeting - May 13, 2024**

**Use of the 2023 Bond-Related Reimbursement Resolution**

- Total To-Date: \$126,744.60
  - Region 13 Pre-Bond Planning: \$17,000
  - Region 13 Bond Program Management Fees: \$109,744.60
- Coming soon:
  - Land Surveying Services: \$40,000
  - VLK Architects: \$61,425

**Investment Officer Update Highlights**

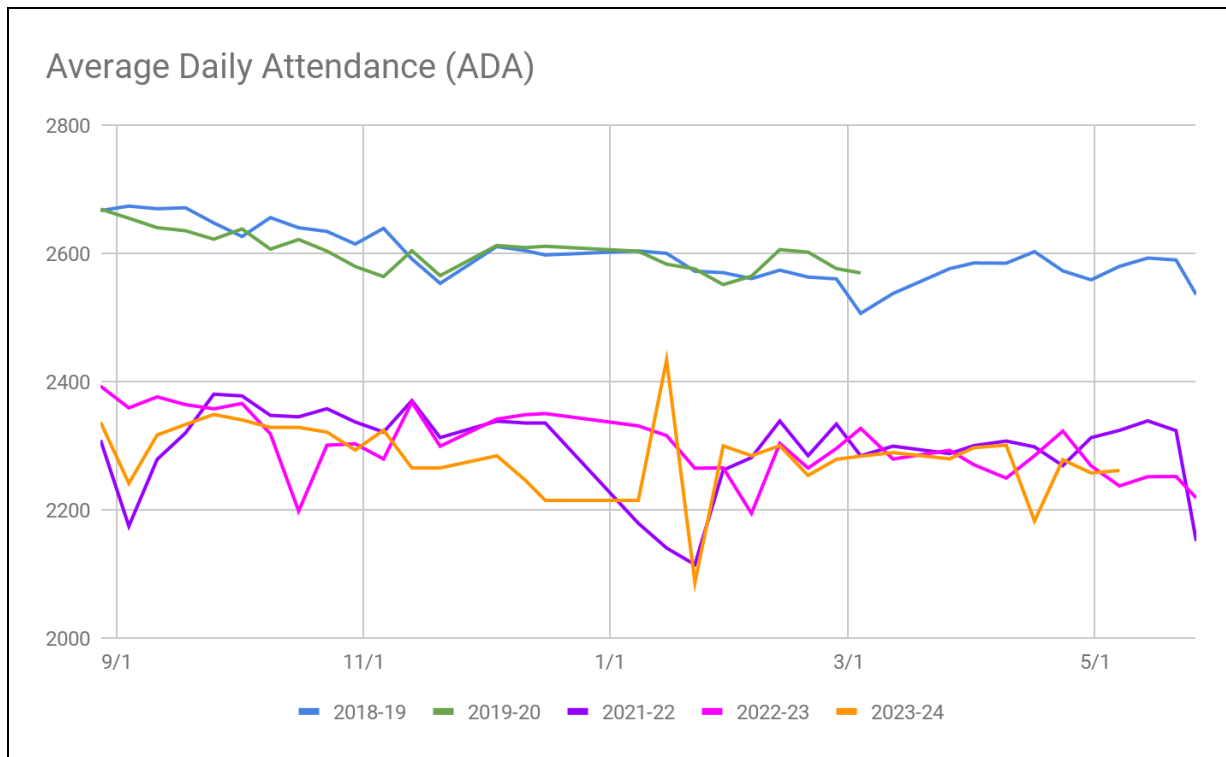
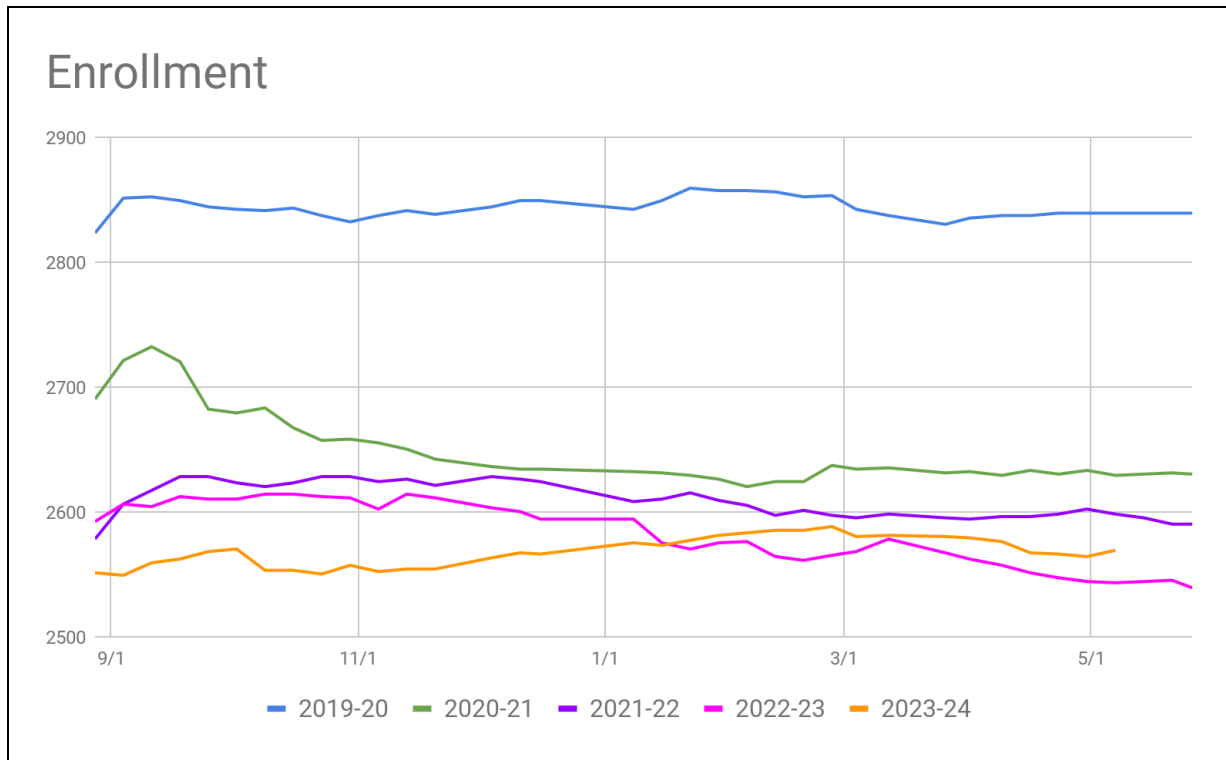
Highlights from a recent investment officer update training:

- Interest rates are expected to hold steady until the last quarter of 2024 & then fall slowly in 2025 (4.0-4.5%) & 2026 (3% range)
- Investment pools are still the best place to hold an ISD's money

**Preliminary Property Values Received**

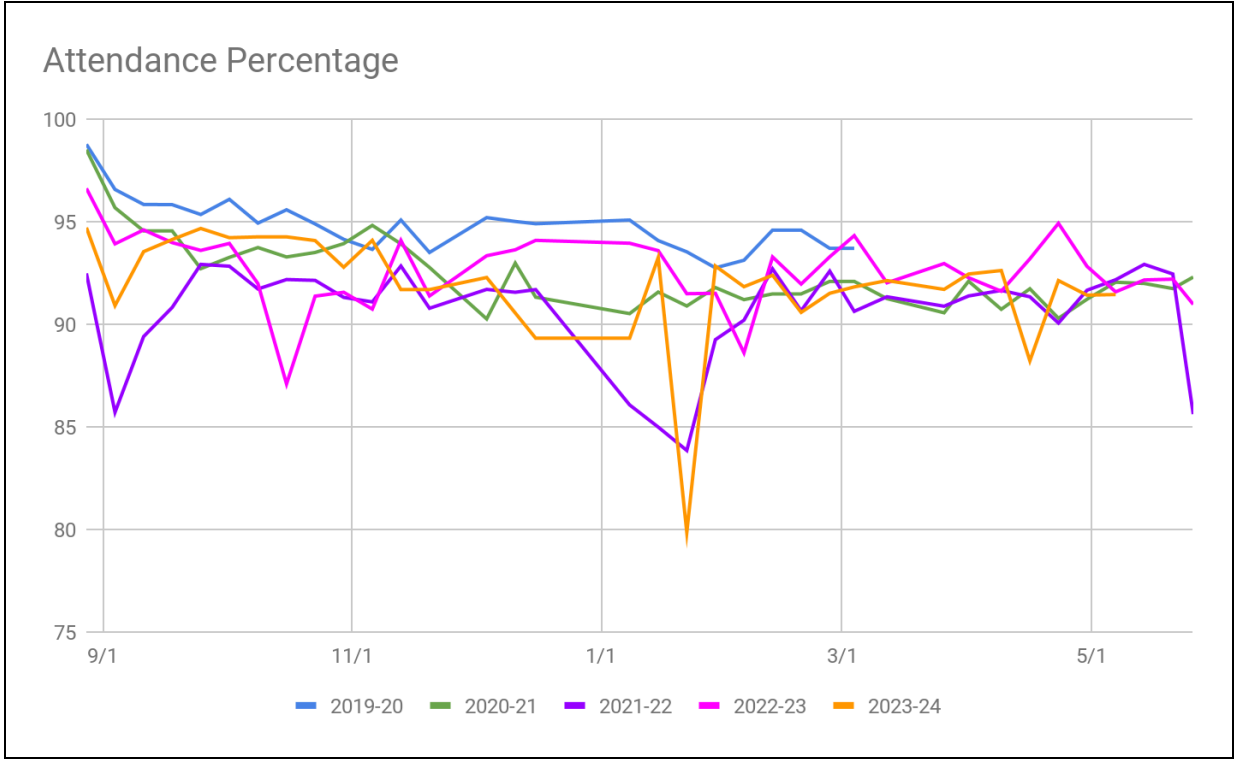
Preliminary property values were received from Gonzales and Caldwell County Appraisal Districts. Overall, values are up 16.58% from last year's certified values.

## ADA & Enrollment



ADA used during budget development: 2,295

Average ADA through 5/3/24: 2,282 (down 13 from budget)



Average annual attendance percentage (through 5/3/24): 92.1%

## Energy Savings Update

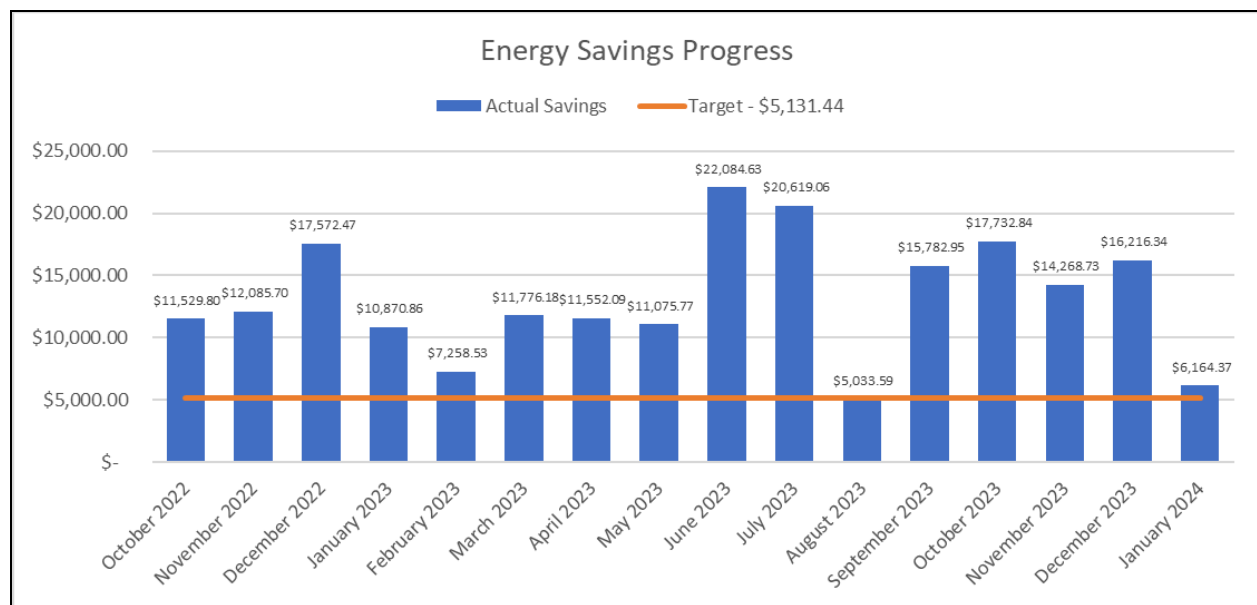
All Buildings	Total
Oct	\$11,529.80
Nov	\$12,085.70
Dec	\$17,572.47
Jan	\$10,870.86
Feb	\$7,368.59
Mar	\$11,776.18
Apr	\$11,552.09
May	\$11,075.77
Jun	\$22,084.63
Jul	\$20,619.06
Aug	\$5,033.59
Sep	\$15,782.95
Oct	\$17,732.83
Nov	\$14,268.73
Dec	\$16,216.34
Jan	\$6,164.37
<b>Total</b>	<b>\$211,733.95</b>

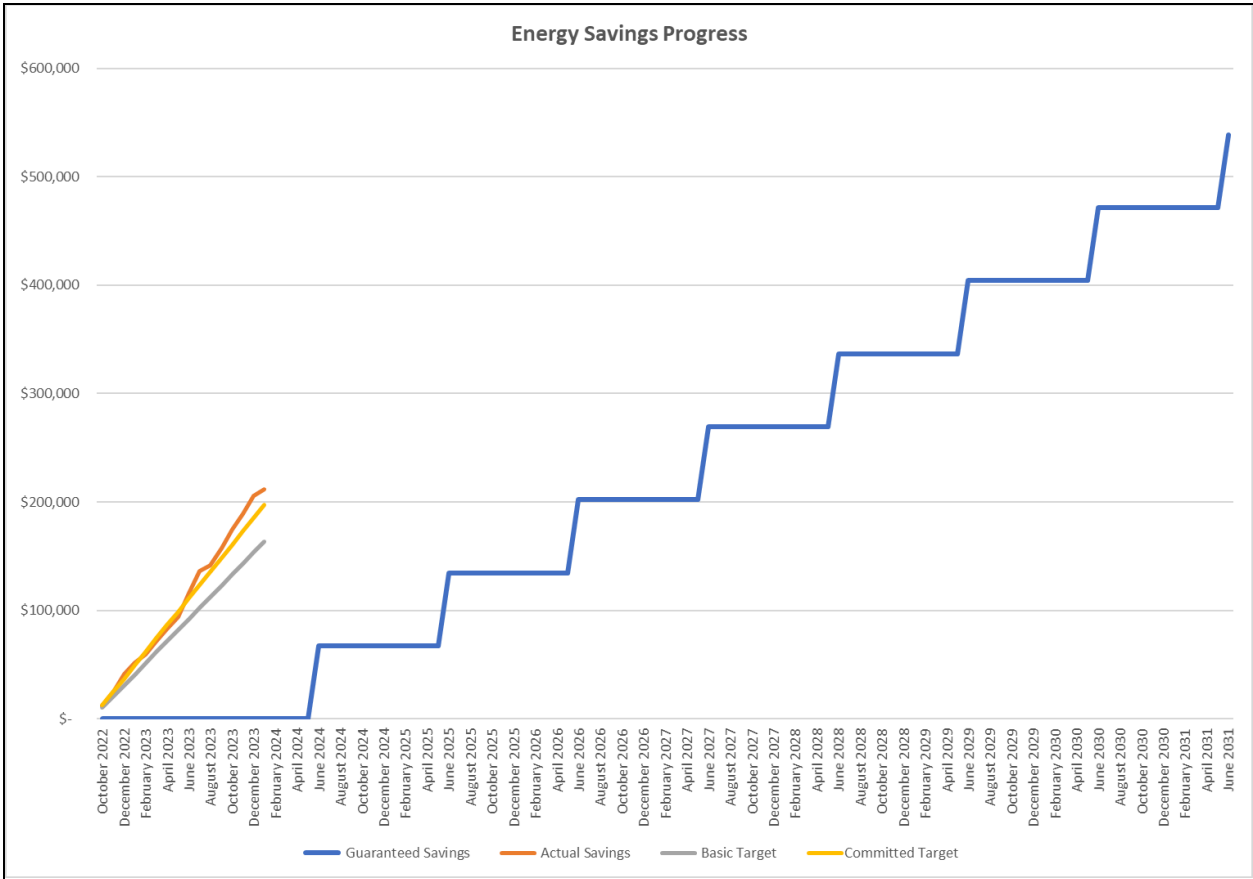
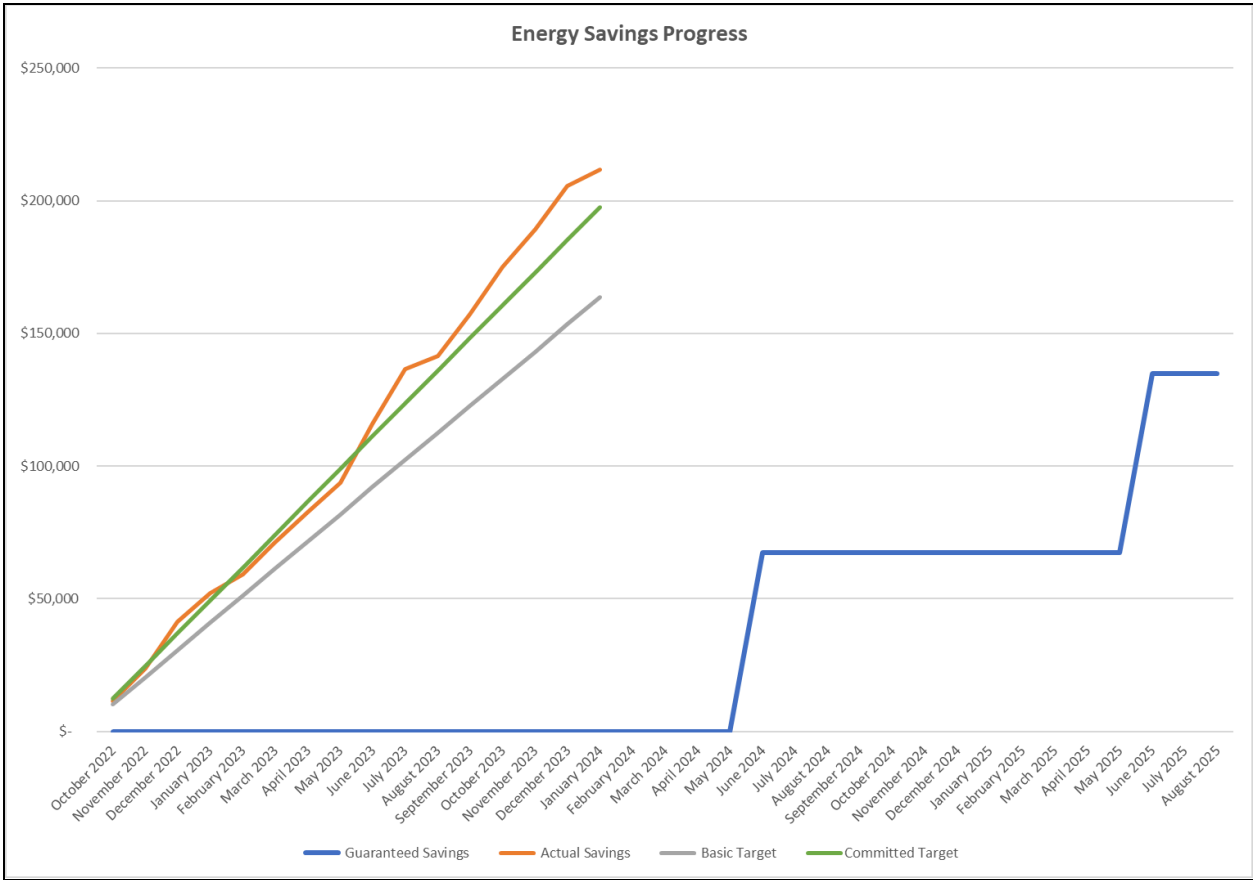
Cumulative Savings Guarantee	
21 Months	\$ 67,350.13
33 Months	\$ 134,700.25
45 Months	\$ 202,050.38
57 Months	\$ 269,400.50
69 Months	\$ 336,750.63
81 Months	\$ 404,100.75
93 Months	\$ 471,450.88
105 Months	\$ 538,801.00

Basic Target: \$10,224.25/month

Committed Target: \$12,354.33/month

Fee Target: \$5,131.44/month





**Gonzales ISD**  
**Unaudited/Preliminary Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**As of March 31, 2024**

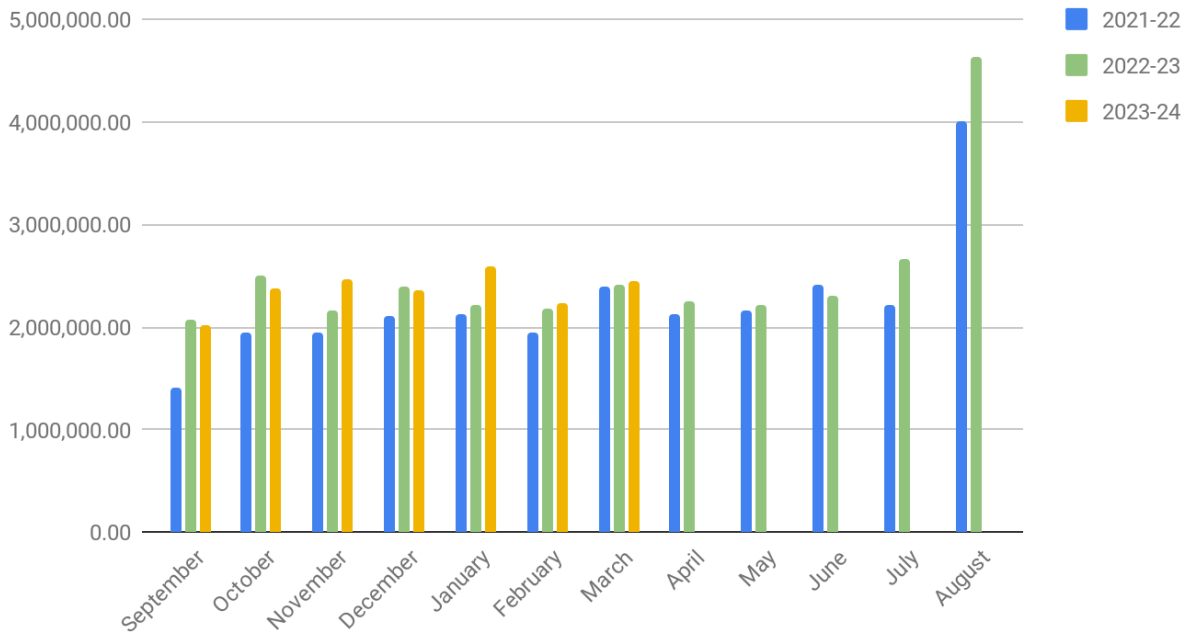
Percent of Fiscal Year Completed 58%  
Percent of 2023-24 School Year Completed 78%

	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
<b>REVENUES</b>									
5700 Local Property Taxes	20,030,181.00	18,650,992.51	93.11%				2,563,332.00	2,320,846.79	90.54%
5700 Other Local Sources	971,129.00	1,123,086.63	115.65%	123,863.00	80,982.79	65.38%	50,040.00	38,109.58	76.16%
5800 State Revenues	8,069,636.00	6,859,525.23	85.00%	7,000.00	8,574.03	122.49%	7,754.00	0.00	0.00%
5900 Federal Sources	896,139.00	140,275.58	15.65%	2,078,237.00	1,511,893.18	72.75%			
<b>TOTAL REVENUES</b>	<b>29,967,085.00</b>	<b>26,773,879.95</b>	<b>89.34%</b>	<b>2,209,100.00</b>	<b>1,601,450.00</b>	<b>72.49%</b>	<b>2,621,126.00</b>	<b>2,358,956.37</b>	<b>90.00%</b>
<b>EXPENDITURES</b>									
0011 Instruction	16,424,264	7,681,151.03	46.77%						
0012 Instructional Resources & Media Services	312,710	167,788.61	53.66%						
0013 Curriculum & Staff Development	575,394	217,333.53	37.77%						
0021 Instructional Leadership	524,292	297,011.35	56.65%						
0023 School Leadership	1,858,791	900,314.50	48.44%						
0031 Guidance, Counseling, & Evaluation	937,188	432,641.12	46.16%						
0032 Social Work Services	78,345	35,218.80	44.95%						
0033 Health Services	412,113	223,187.35	54.16%						
0034 Student Transportation	1,444,811	788,592.83	54.58%						
0035 Food Service	15,000	0.00	0.00%	2,209,600.00	1,103,643.02	49.95%			
0036 Co-Curricular/Extra-Curricular Activities	1,308,320	658,511.23	50.33%						
0041 General Administration	2,003,953	1,052,220.70	52.51%						
0051 Plant Maintenance and Operations	4,577,521	2,218,808.07	48.47%						
0052 Security & Monitoring Services	958,344	558,063.41	58.23%						
0053 Data Processing Services	1,251,677	560,446.03	44.78%						
0061 Community Services	13,650	10,505.64	76.96%						
0071 Debt Services	751,496	427,637.74	56.90%				1,574,882.00	880,178.63	55.89%
0081 Facilities Acquisition & Instruction	88,640	73,909.63	83.38%						
0091 Contracted Inst Services Btw Public Schools	314,527	0.00	0.00%						
0099 Other Intergovernmental Charges	514,828	372,750.14	72.40%						
<b>TOTAL EXPENDITURES</b>	<b>34,365,864.00</b>	<b>16,676,091.71</b>	<b>48.53%</b>	<b>2,209,600.00</b>	<b>1,103,643.02</b>	<b>49.95%</b>	<b>1,574,882.00</b>	<b>880,178.63</b>	<b>55.89%</b>
7911 Capital-Related Debt Issue									
7913 Capital Lease Proceeds									
7915 Operational Transfer In				500.00	0.00	0.00%			
8911 Operational Transfer Out	500.00	0.00	0.00%				1,046,244.00	1,046,243.49	100.00%
8949 Other Uses									
<b>NET ACTIVITY</b>	<b>(4,399,279.00)</b>	<b>10,097,788.24</b>		<b>0.00</b>	<b>497,806.98</b>		<b>0.00</b>	<b>432,534.25</b>	

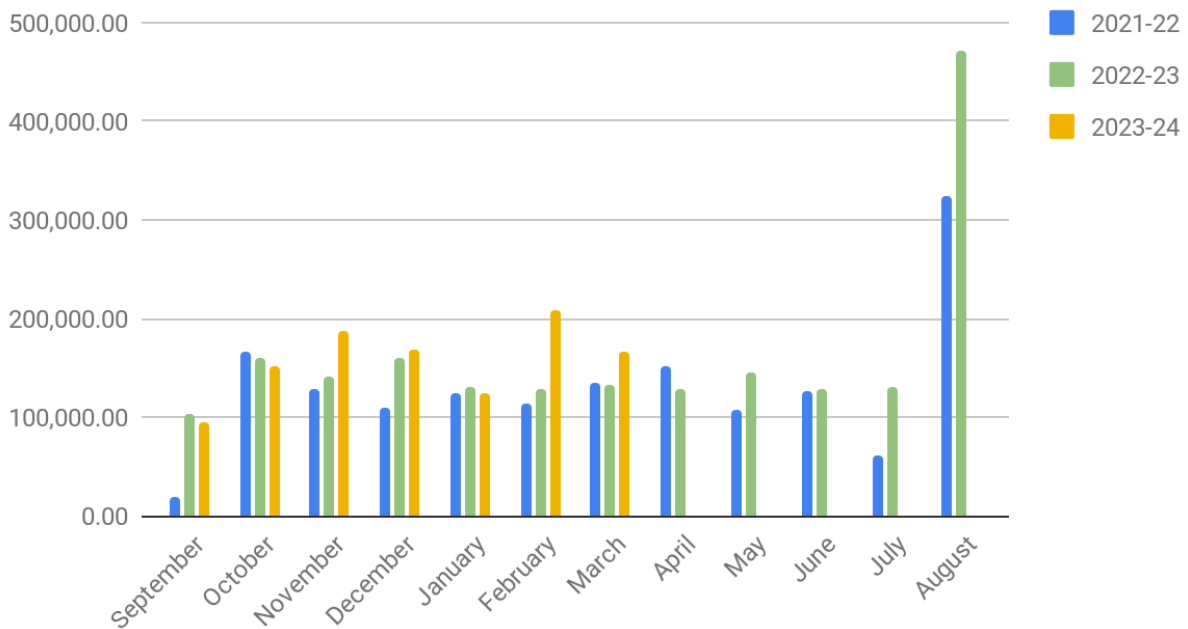
\*Blended accounting method: Cash & accrual basis.

\*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

March 2024

### MONTHLY COLLECTIONS

CURRENT TAX	\$172,490.67	
PENALTY & INTEREST ON CURRENT	\$13,755.67	
PRIOR YEAR DELINQUENT TAXES	\$10,410.22	
PENALTY & INTEREST ON DELQ	\$4,983.61	
TOTAL COLLECTED	\$201,640.17	

### FEES

5% RENDITION PENALTY TO APPRAISAL DISTRICT	\$4.65	
1% COMMISSION TO GONZALES COUNTY	\$ 2,016.40	

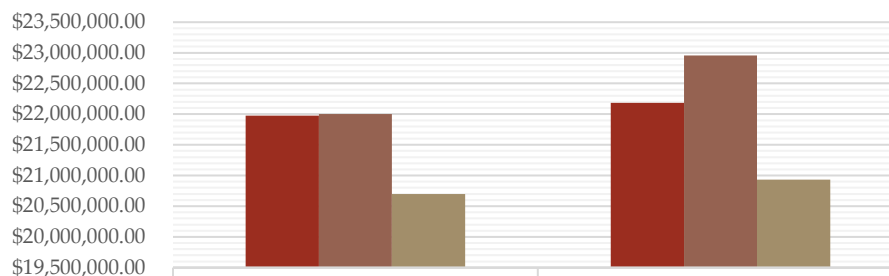
**BALANCE DUE GONZALES ISD** **\$199,619.12**

	M&O	I&S
13-Mar	\$83,589.99	\$10,359.97
30-Mar	\$94,208.80	\$11,460.36
TOTAL DISBURSEMENTS	\$177,798.79	\$21,820.33

LEVY SUMMARY	2023 AMOUNT	2022 AMOUNT
ORIGINAL LEVY	\$21,975,165.38	\$ 22,183,693.95
ADJUSTED LEVY	\$22,001,339.12	\$ 22,957,546.39
YEAR TO DATE COLLECTIONS	\$20,698,044.51	\$ 20,934,713.40
% OF CURRENT ROLL COLLECTED	94.08%	91.19%
YTD DELINQUENT COLLECTIONS	\$165,803.15	\$ 147,870.89

2 Year Collection Comparison

■ ORIGINAL LEVY ■ ADJUSTED LEVY ■ YEAR TO DATE COLLECTIONS



■ ORIGINAL LEVY	\$21,975,165.38	\$22,183,693.95
■ ADJUSTED LEVY	\$22,001,339.12	\$22,957,546.39
■ YEAR TO DATE COLLECTIONS	\$20,698,044.51	\$20,934,713.40





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GISD School Board Agenda Information Sheet  
May 13, 2024

## REPORT ITEM

**SUBJECT: 2023 Bond Program Monthly Update**

**ADMINISTRATOR RESPONSIBLE:** Dr. 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



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*Gonzales ISD  
2023 Bond*



*Monthly Board  
Update  
05/13/24*

# 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
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

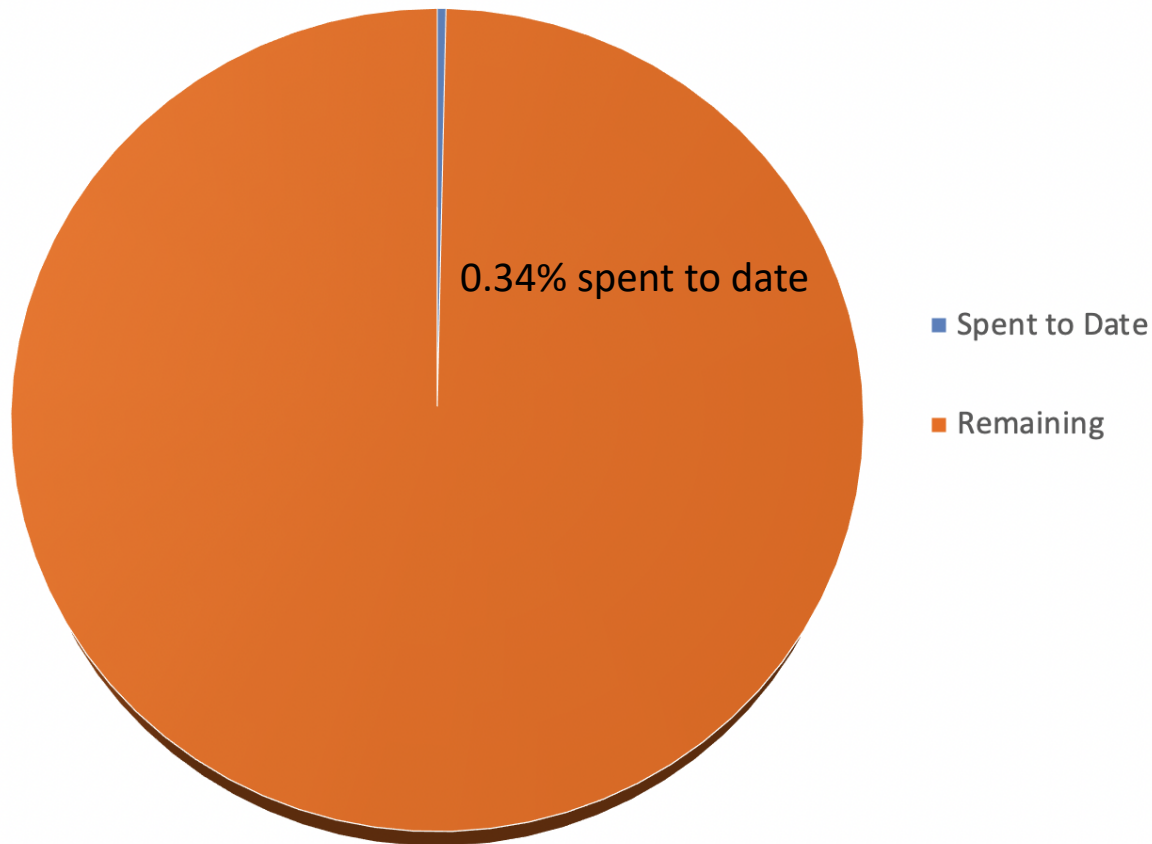
# Program Accounting



## 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. Programming meetings complete
  1. Successful group effort involving ISD staff and community members
2. VLK working on Schematic Design (SD)
3. Once SD approved, will engage geotech borings
4. Topo survey underway on site
5. Tracking SD consideration by Board at June meeting (if ready)
6. Tracking CDs:
  1. final plans November
  2. bidding to follow

# Maintenance Projects

## Weaver & Jacobs



1. Camera/GPS scoping of sewer and drain lines underway on campuses
2. VLK held initial Programming meetings with each campus staff teams.
3. Next step Programming meetings to be held with staff to verify scope and needs at each campus
4. Design Tracking to be complete this Fall
  1. Bidding could track with CTE/Ag project for synergy, economies of scale



# Maintenance Projects


## ISD Direct



1. Roofing repairs and improvements pricing received from RoofConnect for multiple campuses
2. Paving repairs and improvements pricing received from PaveConnect for campus parking lots and driveways
3. Procurement consideration via Purchasing Cooperative to expedite process
4. Board consideration later this Agenda
5. Work could be begin June if Awarded

# Bond Program Budget



Info	 Gonzales ISD 2023 Bond Program BUDGET	Delivery Method	Maintenance									
			CTE/Ag Barn	Primary	Elementary	Jr High	North Ave	High School	East Ave/DAEP	Ops, Maint, Transpo		
			CMR	CMR	CMR	CMR	CMR	CMR	CMR	CMR	CMR	CMR
			CTE/Ag Barn Infrastructure, 26,000sf CTE, Ag Barn w 10 int pens, 10 ext	GPA safety, security, accessibility, maintenance	GES safety, security, accessibility, maintenance	JHS safety, security, accessibility, maintenance	GNA safety, security, accessibility, maintenance	GHS safety, security, accessibility, maintenance	EAC safety, security, accessibility, maintenance	OMT safety, security, accessibility, maintenance		
	TOTAL BOND = \$ 50,600,000	5/7/24	CELLS UPDATED									
	ITEM	NOTES:	CURRENT BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
	Total ISD Direct Costs		\$ 174,000	\$ 160,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	Total Soft Costs		\$ 4,527,945	\$ 1,907,932	\$ 78,778	\$ 145,552	\$ 400,051	\$ 330,508	\$ 855,555	\$ 430,276	\$ 379,294	\$ 379,294
	Total Util/Testing Costs		\$ 792,010	\$ 280,000	\$ -	\$ 63,335	\$ 91,335	\$ 83,335	\$ 101,335	\$ 86,335	\$ 86,335	\$ 86,335
	Total Hard Costs (Non Construction)		\$ 1,535,000	\$ 1,040,000	\$ 40,000	\$ 180,000	\$ 55,000	\$ 20,000	\$ 110,000	\$ 70,000	\$ 20,000	\$ 20,000
	Total Construction Cost:		\$ 40,776,622	\$ 16,900,000	\$ 565,445	\$ 943,604	\$ 3,151,678	\$ 3,192,791	\$ 7,969,868	\$ 4,411,800	\$ 3,641,435	\$ 3,641,435
	TOTAL COSTS:		\$ 47,805,578	\$ 20,287,932	\$ 686,223	\$ 1,334,492	\$ 3,700,064	\$ 3,628,634	\$ 9,038,758	\$ 5,000,411	\$ 4,129,064	\$ 4,129,064
	Total Project Costs		\$ 47,805,578	\$ 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
	PROJECT FUNDING:											
	2023 Bond:		\$ 50,600,000									
	Total Funding:		\$ 50,600,000									
	Balance:		\$ 2,794,422									



# QUESTIONS?



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GISD School Board Agenda Information Sheet  
May 13, 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**

May 14, 2024	Athletic Banquet 6-8pm JB Wells 3 <sup>rd</sup> Grade Awards
May 15, 2024	4 <sup>th</sup> Grade Awards
May 16, 2024	1 <sup>st</sup> & 2 <sup>nd</sup> Grade In-House UIL Meet GJHS Field Day Apache Olympics 5 <sup>th</sup> Grade Awards
May 17, 2024	Staff Development/Student Holiday
May 18, 2024	National Speech Pathologist Day
May 20, 2024	Senior Walk Scholarship Night @GJHS 6-7:30 GE Awards (details to come soon)
May 21, 2024	Pre-K Grad 1:00-2:00pm Kinder Grad 9am GE Awards (details to come soon) 6 <sup>th</sup> Grade Awards 10-11am 7 <sup>th</sup> Grade Awards 1-2pm GHS Senior Olympics
May 22, 2024	Pre-K Grad 1:00-2:00pm Kinder Grad 9am Senior Awards Day
May 23, 2024	Early Release/Last Day of School
May 24, 2024	Graduation Day/Teacher Work Day
May 27, 2024	Memorial Day/District Closed
June 12-15, 2024	SLI



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The GISD School Board Agenda Information Sheet  
May 13, 2024

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**Adjourn to Closed Session**  
Under Texas Government Code Chapter 551

The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The Board may conveniently meet in such closed or Executive Session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas Government Code chapter 551, including, but not limited to:

Section 551.071: Consultation with Attorney;

Section 551.072: Deliberation Regarding Real Property;

Section 551.073: Deliberation Regarding Prospective Gift;

Section 551.074: Personnel Matters; Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Closed Meeting.

Section 551.076: Deliberation Regarding Security Devices;

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.

No voting will take place in the closed meeting. Any action the board wishes to take as a result of discussions in a closed session will take place after the board reconvenes in an open meeting. Today's date is \_\_\_\_\_ and it is \_\_\_\_\_ p.m./am

**ADMINISTRATOR RESPONSIBLE:** Dr. Elmer Avellaneda, Superintendent of Schools

**RATIONAL SUMMARY:** Personnel Matters

Personnel matters are as follows:

A. Personnel



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