

Agenda of Regular Meeting

The Board of Trustees Nederland Independent School District

A Regular Meeting of the Board of Trustees of Nederland Independent School District will be held August 21, 2023, beginning at 6:00 PM in the Boardroom, Administration Building, 220 N 17th St., Nederland, TX 77627.

1. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM	
2. INVOCATION AND PLEDGE TO AMERICAN AND TEXAS FLAGS	
3. OPEN FORUM	
4. Discussion and Public Hearing for the 2023-2024 Proposed Budget and Tax Rate. Public participation will be invited.	3
5. Defeasance Order	58
6. Adopt Budget for 2023-2024	81
7. Adopt Tax Rate for 2023-2024	90
8. REPORTS	
A. Administrative Reports	
1. Superintendent's Report and Recognitions	
a. Director Update - Back to School Fair - Jared Walker	
b. IBI Update	92
c. H.B. Neild Update -	
2. Curriculum Reports	
a. Enrollment Report	
3. Personnel and Auxiliary Reports	
a. Maintenance-Transportation Report	113
b. Child Nutrition Report	118
c. Personnel Reports	
1. Personnel Absentee Report	119
2. Personnel Report	120
3. Intruder Detection Audit Report	
4. Business Reports	
a. Tax and Financial Reports	123
9. CONSENT AGENDA	
A. Minutes	134
B. Payment of Bills	146
C. Donations	151
D. Budget Change Request(s)	152
10. OTHER ITEMS (DISCUSSION AND/OR ACTION)	
A. Attorney Retainers	155

B. Resolution to Approve the Appraisers	174
C. District Teacher Appraisal Calendar	176
D. Agreement for Purchase of Attendance Credit (Option 3)	177
E. Cooperative Membership Listing for 2023-2024	180
F. Waste Management Disposal Services Proposal	181
G. Purchases over \$50K	182
H. Adopt Goals for the 2023-2024 School Year	183
I. Resolution Standards for Campus Security Personnel	186
J. Closed Session: Policy Revisions to CKC (Local) and DH (Local) and the addition of CKE (Local)	189
K. CLOSED SESSION: The Board of Trustees will meet in executive (closed) session to discuss certain matters excepted from public disclosure by the following statutory provisions: to deliberate matters pertaining to personnel matters including employee contract renewal/non-renewals, as permitted by section §551.074, Texas Government Code; to deliberate matters pertaining to discipline of a student, as permitted by section §551.082, Texas Government Code; for discussion of personally identifiable student information as permitted by section §551.0821, Texas Government Code; to deliberate matters pertaining to real property, as permitted by section §551.072, Texas Government Code; to discuss legal issues related to 2019 Bond Projects, as permitted by section §551.071, Texas Government Code; to consult with attorney, as permitted by section §551.071, Texas Government Code; to deliberate security devices or security audits, as permitted by section §551.076, Texas Government Code.	190
11. ADJOURNMENT	

Nederland Independent School District

Proposed Budget

2023-2024



Nederland Independent School District
2023-2024

BOARD OF TRUSTEES

Micah Mosley
Board President

Kay DeCuir
Board Vice President

Roya Scott
Board Secretary

Jerry Albanese
Trustee

Suzanne Isom
Trustee

Tonya Mitchell
Trustee

Nicholas Phillips
Trustee

ADMINISTRATION

Dr. Stuart B. Kieschnick
Superintendent of Schools

Dr. Steven W. Beagle
*Asst. Superintendent for
Curriculum and Instructional
Services*

Bill Jardell
*Asst. Superintendent for
Human Resources and Operations*

Melissa J. Wong
Business Manager

Natalie Gomez
Principal, Nederland High School

Jared Walker
Director, Alternative Campus

Erica Gauthier
Principal, Central Middle School

Tina Oliver
Principal, C.O. Wilson Middle School

Charlotte Junot
Principal, Helena Park Elementary

Charlee L. Dainwood
Principal, Highland Park Elementary

Dr. Kevin Morrison
Principal, Hillcrest Elementary

Toby Latiolais
Principal, Langham Elementary



A Message from the Superintendent

The Nederland Independent School District has a long-standing tradition of excellence in a number of areas. We have worked diligently over the last 30+ years to create a healthy fund balance in order to support our operations through whatever economic conditions may be. Our administrative team has worked diligently to prepare a budget that we feel best serves the students of our community.

We have provided for you a few important details to note for the 2023-2024 budget being presented.

The District's property values were certified July 20, 2023 with the \$40,000 homestead exemption. After certification the District received a supplemental changing the state homestead exemption to \$100,000. As a result of the change, the net taxable Maintenance & Operations (M&O) property values increased overall approximately .08%. Property values decreased in Category A/B Residential \$252.1 million. Property values increased in Category F Commercial Property \$86.6 million. Under the proposed budget the M&O tax rate will decrease from the rate of \$.8720/\$100 value to \$.6982/\$100 value. Based on property values with the proposed tax rate, tax collections decreased approximately \$4.9 million dollars.

In addition, the District's Chapter 313 agreement with Sunoco Logistics Partners L.P. generated a supplemental payment of \$501,890 and the District's Chapter 313 agreement with Orbit Gulf Coast NGL Exports, LLC generated a supplemental payment of \$510,910. The District is currently in the final value limitation year ten of the agreement with Sunoco, and in value year three of ten in the agreement with Orbit Gulf Coast NGL Exports, LLC.

The Budget Proposal continues with the District's fiscally conservative practices while at the same time providing the following:

- General salary increase for employees
- Increase in District contribution for healthcare benefits

This proposal presents a deficit M&O budget for 2023-2024 for the Board of Trustees' consideration.

The Interest and Sinking (I&S) proposed tax rate will remain the same of \$.30/\$100 value to meet the Debt Service payments in 2023-2024.

The District operates a self-supporting Child Nutrition program within the guidelines of the United States Department of Agriculture (USDA), Texas Department of Agriculture (TDA), and the Texas Education Agency (TEA). The annual budget supports updates and renovation to the District's Child Nutrition facilities.

Nederland Independent School District

General Fund Revenue

2023-2024



**Nederland Independent School District
2023 Property Values Update**

<u>2022-2023</u>		<u>Freeze Adjusted M&O Net Taxable</u>	
Current	3/15/2023	\$3,039,146,998	
<u>2023-2024</u>			
	4/26/2023	\$3,242,030,221	
	5/25/2023	\$3,384,069,036	
	6/16/2023	\$3,511,225,503	
	7/6/2023	\$3,411,872,845	
Certified	7/20/2023	\$3,392,873,852	\$40,000 Homestead Exemption
	7/26/2023	\$3,153,071,826	\$100,000 Homestead Exemption
M&O Net Taxable		\$3,399,353,902	
I&S Net Taxable		\$3,735,107,402	

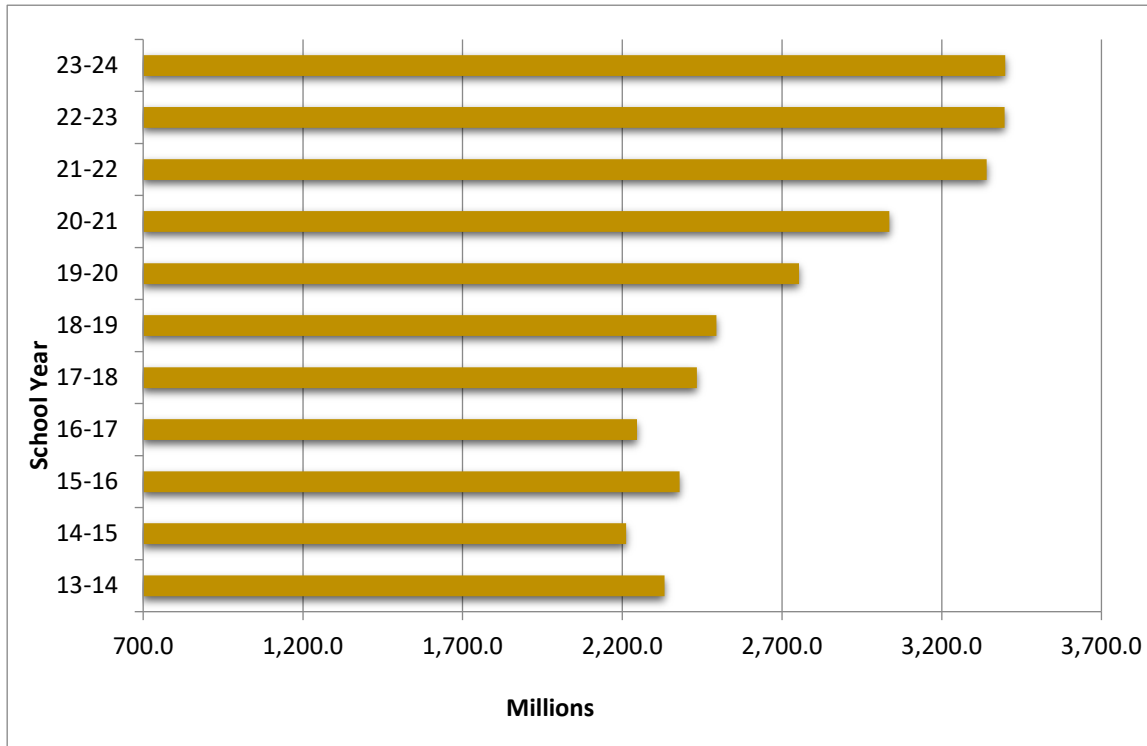
Nederland Independent School District
Appraisal Values

	<u>2022-2023</u>	<u>2023-2024</u>	<u>Increase/Decrease</u>
Market Value (Before Exemptions)	\$4,401,311,943	\$4,786,877,089	\$385,565,146

SUMMARY OF CHANGES

A Residential (single family, mobile homes)	\$1,403,209,432	\$1,148,860,238	(\$254,349,194)
B Residential (Apartments, Duplexes)	\$185,974,916	\$188,256,388	\$2,281,472
C Lots (Vacant platted, Commercial)	\$21,750,974	\$21,085,683	(\$665,291)
D Acreage (Pasture, Ranch, Timber, Marsh)	\$296,501	\$479,408	\$182,907
E Acreage (Farm, Ranch, Mobile Homes)	\$22,065,591	\$22,780,456	\$714,865
F Commercial (Motels, Hotels, Stores, Office Bldg)	\$1,082,906,045	\$1,169,496,384	\$86,590,339
G Reserves (Oil, Gas, Minerals)	\$262,003	\$304,875	\$42,872
J Utilities (Gas, Electric, Railroad, Pipeline)	\$137,315,103	\$151,302,775	\$13,987,672
L Tangible Personal (Inventories, Business Personal Property, Aircraft)	\$514,805,224	\$671,437,935	\$156,632,711
M Tangible Personal (Travel Trailers, Miscellaneous)	\$4,711,277	\$4,666,848	(\$44,429)
O Real Property Inventory	\$2,329,545	\$1,852,926	(\$476,619)
S Special Inventory	\$21,079,353	\$18,829,986	(\$2,249,367)
X Exempt Property	\$0	\$0	\$0
<hr/>			
Total Taxable Value	\$3,396,705,964	\$3,399,353,902	\$2,647,938

Nederland Independent School District Net Taxable Appraisal Values 2013-2014 through 2023-2024



Year	Net Taxable Appraisal Value (In Millions)	% Increase
13-14	2,331.9	7.27%
14-15	2,212.4	-5.12%
15-16	2,379.1	7.53%
16-17	2,246.5	-5.57%
17-18	2,433.5	8.32%
18-19	2,494.8	2.52%
19-20	2,753.2	10.36%
20-21	3,035.5	10.25%
21-22	3,340.2	10.04%
22-23	3,396.7	1.69%
23-24	3,399.3	0.08%

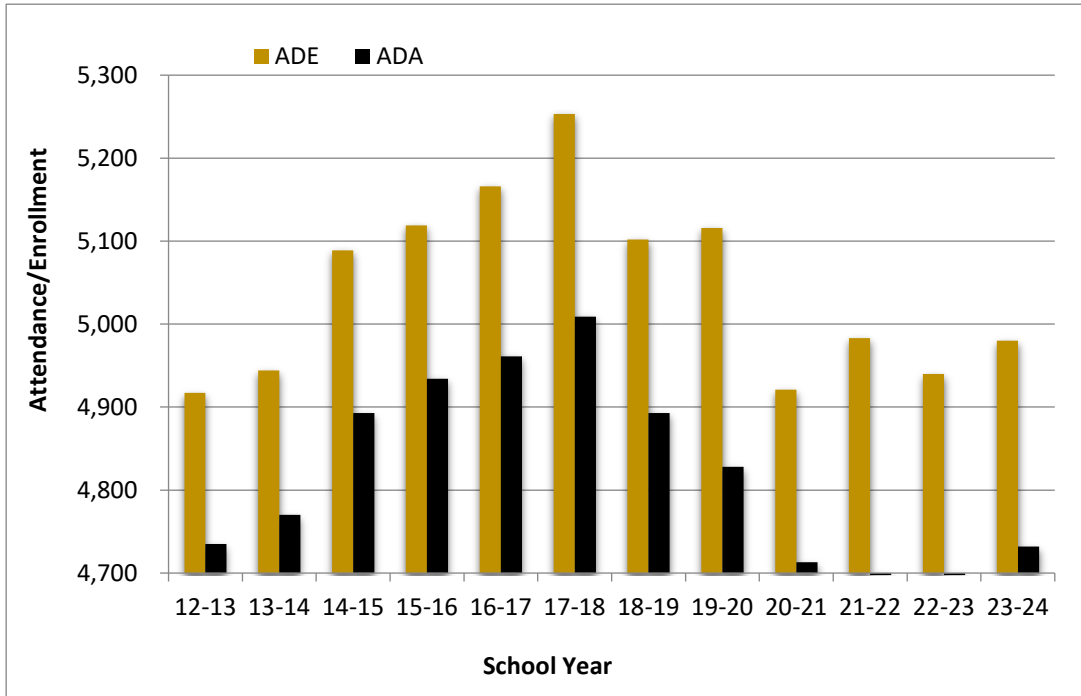
Nederland Independent School District

Average Daily Enrollment (ADE)

Vs.

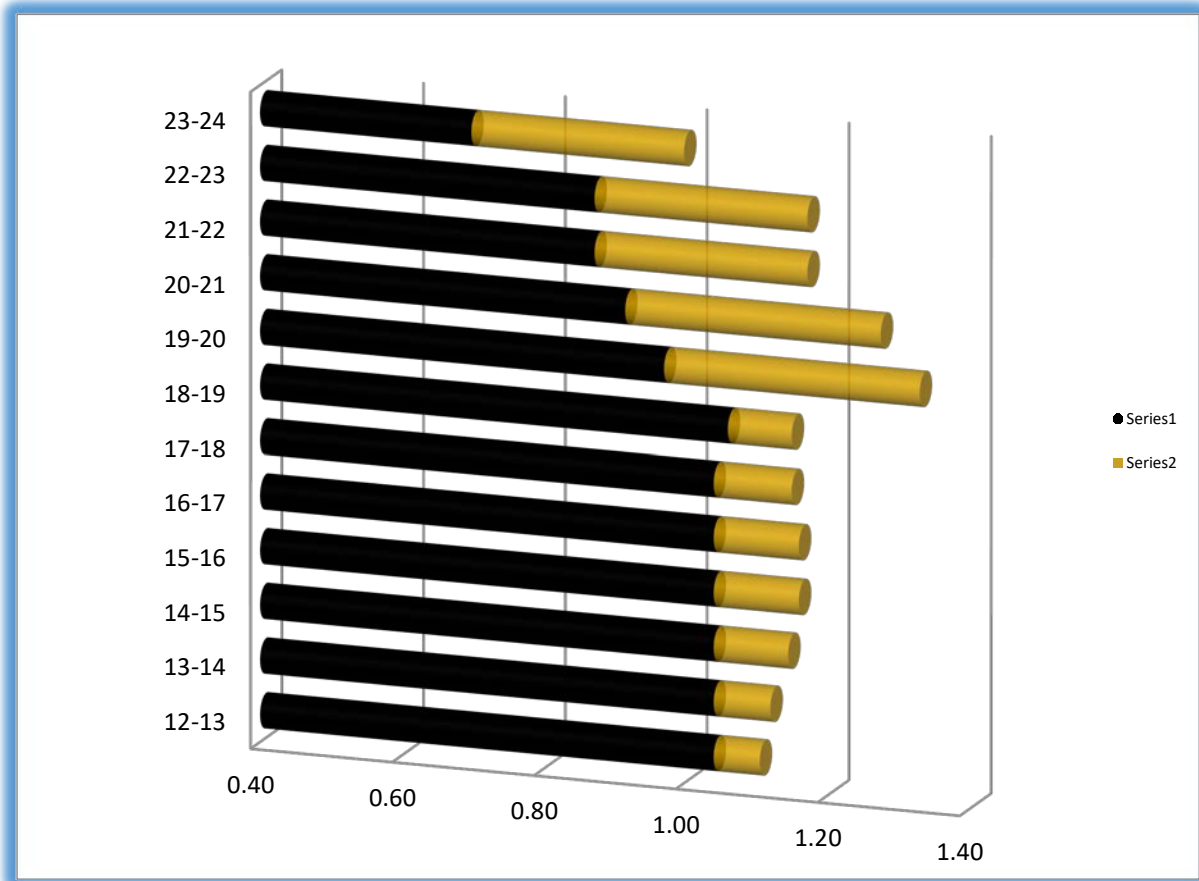
Average Daily Attendance (ADA)

2012-2013 thru 2023-2024



	<u>ADE</u>	<u>ADA</u>	
12-13	4,917	4,735	
13-14	4,944	4,770	
14-15	5,089	4,893	
15-16	5,119	4,934	
16-17	5,166	4,961	Hurricane Harvey
17-18	5,253	5,009	
18-19	5,102	4,893	
19-20	5,116	4,828	Imelda/COVID-19
20-21	4,921	4,713	Laura/Delta/Uri/COVID 19
21-22	4,983	4,681	COVID-19
22-23	4,940	4,662	
23-24	4,980	4,732	

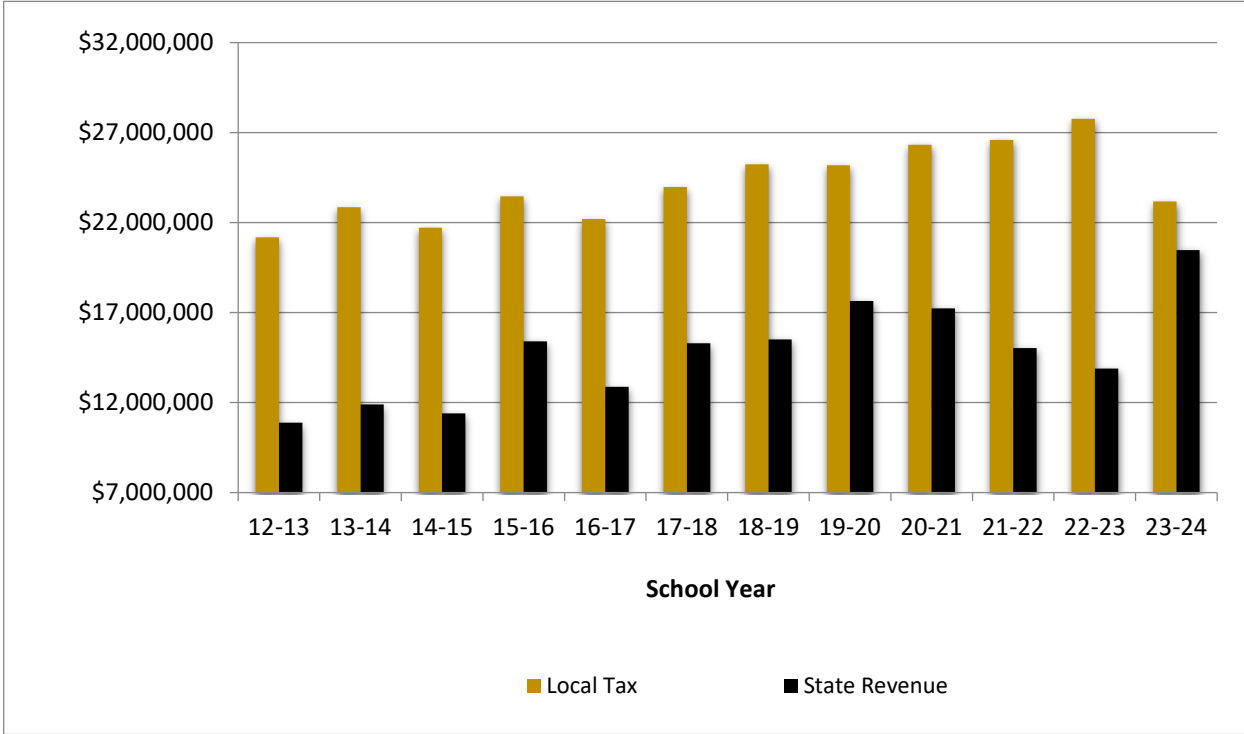
Nederland Independent School District Tax Rate History 2012-2013 thru 2023-2024



<u>Year</u>	<u>M & O</u>	<u>I & S</u>	<u>Combined Rate</u>
12-13	1.04	0.065	1.105
13-14	1.04	0.08	1.12
14-15	1.04	0.105	1.145
15-16	1.04	0.12	1.16
16-17	1.04	0.12	1.16
17-18	1.04	0.11	1.15
18-19	1.06	0.09	1.15
19-20	0.97	0.36	1.33
20-21	0.9152	0.36	1.2752
21-22	0.8720	0.30	1.1720
22-23	0.8720	0.30	1.1720
23-24	0.6982	0.30	0.9982

NOTE: Rates per \$100 Value

**Nederland Independent School District
Local Tax vs State Revenue
2012-2013 thru 2023-2024**



	<u>Local Tax</u>	<u>State Revenue</u>
12-13	21,190,000	10,884,000
13-14	22,850,000	11,900,000
14-15	21,715,000	11,400,000
15-16	23,460,000	15,400,000
16-17	22,193,000	12,875,000
17-18	23,975,000	15,300,000
18-19	25,240,000	15,500,000
19-20	25,180,000	17,650,000
20-21	26,315,000	17,235,000
21-22	26,588,000	15,025,000
22-23	27,765,000	13,883,000
23-24	23,178,000	20,475,000

Nederland Independent School District Revenue

GENERAL FUND	2022-2023 Adopted Budget	2023-2024 Proposed Budget	Change
Local			
Taxes - Current	\$28,158,000	23,178,000	(\$4,980,000)
Taxes - Prior Years	250,000	250,000	\$0
Taxes - P & I	200,000	200,000	\$0
Tuition	20,000	0	(\$20,000)
Interest	300,000	1,000,000	\$700,000
Rent	70,000	70,000	\$0
Athletics	175,000	175,000	\$0
Tournaments	25,000	25,000	\$0
Miscellaneous	15,000	15,000	\$0
Chapter 313	1,177,300	1,012,800	(\$164,500)
Foreign Trade Zone	307,200	293,400	(\$13,800)
Summer Programs	10,000	35,000	\$25,000
Other	60,000	60,000	\$0
	30,767,500	26,314,200	(4,453,300)
State			
State Aid	\$15,494,000	20,475,000	\$4,981,000
TRS on Behalf	2,000,000	2,000,000	\$0
	17,494,000	22,475,000	4,981,000
Federal			
Medicaid (SHARS/MAC)	\$250,000	250,000	\$0
QSCB Subsidy	262,300	262,300	\$0
	512,300	512,300	0
TOTAL	\$48,773,800	\$49,301,500	\$527,700

Nederland Independent School District

General Fund Expenditures

2023-2024



**SUMMARY OF PROPOSED TASB COMPENSATION PLAN UPDATE
2023-2024**

SALARY SCHEDULES:

Teacher (Exempt)

The recommended teacher salary schedule for 2023-2024 is based on a salary schedule step increase with an additional \$900 per step. Under the proposed schedule, a beginning teacher's salary will be \$51,900 (up from \$51,000 in 2022-2023). This salary is \$18,240 above the state minimum salary schedule.

The maximum salary for a teacher on a 187-day contract, with a master's degree, on career ladder level 3, and 32+ years of experience will be \$79,750. This salary is \$25,210 above the state minimum salary schedule.

Teacher salary increases will vary depending on level of experience and advanced degree, ranging from \$900 to a maximum of \$5,000 for employees who move to step 34 for the first time. A teacher will not receive less than \$900 over their 2022-2023 salary based on this proposal.

The cost for the proposed increase is approximately \$670,923.

Administrative/Professional (Exempt)

It is recommended that administrative/professional personnel receive a general pay increase of 3.0% from the midpoint of the individual pay grade. The cost for the proposed increase is approximately \$278,572. This proposal includes a 3% pay increase for the Superintendent.

CP Instructional Support (Non-Exempt)

It is recommended that personnel classified as instructional support receive a general pay increase of 3.0% from the midpoint of the individual pay grade. The cost for the proposed increase is approximately \$39,267.

CP Administrative Support (Non-Exempt)

It is recommended that personnel classified as administrative support receive a general pay increase of 3.0% from the midpoint of the individual pay grade. The cost for the proposed increase is approximately \$85,412.

Auxiliary (Non-Exempt)

It is recommended that personnel classified as auxiliary receive a general pay increase of 3.0% from the midpoint of the individual pay grade. The cost for the proposed increase is approximately \$159,768.

STAFFING CHANGES:

The following changes have been made to District staffing levels:

Additions:

<u>Position</u>	<u>Campus</u>
1. Teacher/ 5th Grade (2 positions)	Helena Park Elementary
2. District Interventionist	District Wide
3. Aide/ Special Education- Life Skills	Langham Elementary
4. Security Guard (3 positions)	Elementary Campuses
5. 8hr Custodian	Helena Park Elementary
6. 8hr Custodian	Highland Park Elementary
7. 8hr Custodian	Hillcrest Elementary
8. 8hr Custodian	Langham Elementary
9. Assistant Network Administrator	Administration

Deletions:

<u>Position</u>	<u>Campus</u>
1. Teacher/ Interventionist (6 positions)	Elementary and Middle Schools
2. Teacher/ Technology	C.O. Wilson Middle School
3. Teacher/ Science	Nederland High School
4. Groundskeeper	Maintenance
5. Clerk/ Receptionist	Administration
6. Assistant Network Administrator (Reclassified)	Administration

1. TRS Active Care Health Insurance

TRS Active Care had a slight increase on all plan costs for the 2023-2024 plan year.

2023-2024 School Year

Monthly Cost	Active Care Primary	Employee Cost	Active Care HD	Employee	ActiveCare Primary+	Employee Cost	Active Care 2	Employee Cost
Employee Only	\$450	\$0	\$464	\$14	\$528	\$78	\$1,013	\$563
Employee & Children	\$765	\$315	\$789	\$339	\$898	\$448	\$1,507	\$1,057
Employee & Spouse	\$1,215	\$765	\$1,253	\$803	\$1,373	\$923	\$2,402	\$1,952
Employee & Family	\$1,530	\$1,080	\$1,578	\$1,128	\$1,743	\$1,293	\$2,841	\$2,391

2023-24 District contribution: \$450.00/ month

2. Voluntary Dental, Vision, and Life Insurance

There are no changes to the Superior Vision, Hartford Life Insurance, or Cigna Dental programs.

3. Teacher Retirement System

The TRS retirement contribution rate for employees will increase this year from 8.0% to 8.25%. The District rate will increase this year from 1.8% to 1.9%. The state contribution rate will increase from 8.0% to 8.25%.

These changes are due to SB 12 (86th Texas Legislative Session) the TRS Pension Reform Bill. It provided for gradual contribution increases for the state public education employees and active employees.

NEDERLAND I.S.D.
TEACHER SALARY SCHEDULE
2023-2024

EXP	STATE MINIMUM	BACHELORS	MASTERS
0	33,660	51,900	52,900
1	34,390	52,975	53,975
2	35,100	54,050	55,050
3	35,830	54,550	55,550
4	37,350	55,050	56,050
5	38,880	55,750	56,750
6	40,410	56,250	57,250
7	41,830	56,750	57,750
8	43,170	57,250	58,250
9	44,440	57,750	58,750
10	45,630	58,750	59,750
11	46,770	59,250	60,250
12	47,850	59,750	60,750
13	48,850	60,250	61,250
14	49,810	60,750	61,750
15	50,710	61,250	62,250
16	51,570	61,750	62,750
17	52,370	62,250	63,250
18	53,140	62,750	63,750
19	53,860	63,250	64,250
20	54,540	64,250	65,250
21		64,750	65,750
22		65,750	66,750
23		66,250	67,250
24		67,250	68,250
25		68,250	69,250
26		68,750	69,750
27		69,750	70,750
28		70,250	71,250
29		71,250	72,250
30		71,750	72,750
31		72,250	73,250
32		72,750	73,750
33		73,750	74,750
34		78,750	79,750

Predictions of future salaries are not possible from this chart. These are annual salaries based on full-time, contract arrangements for 187-day assignments. Salary levels meet or exceed state minimum salary.

**NEDERLAND I.S.D.
TEACHER SALARY SCHEDULE 2023-2024**

Years Exp	State Min	Bachelor	CLL 2	CCL 3	Masters	CLL2	CLL 3
0	33,660.00	51,900.00			52,900.00		
1	34,390.00	52,975.00			53,975.00		
2	35,100.00	54,050.00			55,050.00		
3	35,830.00	54,550.00			55,550.00		
4	37,350.00	55,050.00			56,050.00		
5	38,880.00	55,750.00			56,750.00		
6	40,410.00	56,250.00			57,250.00		
7	41,830.00	56,750.00			57,750.00		
8	43,170.00	57,250.00			58,250.00		
9	44,440.00	57,750.00			58,750.00		
10	45,630.00	58,750.00			59,750.00		
11	46,770.00	59,250.00			60,250.00		
12	47,850.00	59,750.00			60,750.00		
13	48,850.00	60,250.00			61,250.00		
14	49,810.00	60,750.00			61,750.00		
15	50,710.00	61,250.00			62,250.00		
16	51,570.00	61,750.00			62,750.00		
17	52,370.00	62,250.00			63,250.00		
18	53,140.00	62,750.00			63,750.00		
19	53,860.00	63,250.00			64,250.00		
20	54,540.00	64,250.00			65,250.00		
21		64,750.00			65,750.00		
22		65,750.00			66,750.00		
23		66,250.00			67,250.00		
24		67,250.00			68,250.00		
25		68,250.00			69,250.00		
26		68,750.00			69,750.00		
27		69,750.00			70,750.00		
28		70,250.00			71,250.00		
29		71,250.00			72,250.00		
30		71,750.00			72,750.00		
31		72,250.00			73,250.00		
32		72,750.00			73,750.00		
33		73,750.00			74,750.00		
34		78,750.00	78,750.00	78,750.00	79,750.00	79,750.00	79,750.00

Predictions of future salaries are not possible from this chart. These are annual salaries based on full-time contract arrangements for 187-day assignments. Salary levels meet or exceed state minimum salary levels. This schedule is for illustrative purposes only.

Proposed 8/21/2023

NEDERLAND ISD PAY STRUCTURES

Administrative/Professional Pay Ranges

2023-2024

Pay Grade 1

Duty Days	Minimum \$263.82	Midpoint \$329.78	Maximum \$395.73
187	49,334	61,669	74,002
200	52,764	65,956	79,146
207	54,611	68,264	81,916
217	57,249	71,562	85,873
236	62,262	77,828	93,392
250	65,955	82,445	98,933
Asst Dir, Maintenance (250)		Supervisor, Transportation (250)	
Specialist, Instructional Technology (217)		504 Facilitator, Sec. (200)	
Athletic Trainer, Asst (187)		ARD Facilitator, Elem (200)	
Athletic Trainer (187)		ARD Facilitator, MS (200)	
Nurse, RN (187)		ARD Facilitator, HS (200)	

Pay Grade 2

Duty Days	Minimum \$282.21	Midpoint \$346.26	Maximum \$410.31
197	55,595	68,213	80,831
199	56,160	68,906	81,652
207	58,417	71,676	84,934
211	59,546	73,061	86,575
212	59,829	73,407	86,986
217	61,240	75,138	89,037
226	63,779	78,255	92,730
236	66,602	81,717	96,833
Counselor, Elem (199)		Physical Therapist (211)	
Counselor, MS (212)		Manager, Student Data (236)	
Counselor, HS (212)		Asst Principal, Elem (207)	
Licensed Professional Counselor (217)		Dyslexia Specialist (197)	
Diagnostician (207)		Manager, Partners Ed/Comm (226)	
Occupational Therapist (211)		Asst. Network Administrator (236)	
LSSP-School Psychology (207)			

Pay Grade 3

Duty Days	Minimum \$301.96	Midpoint \$370.51	Maximum \$439.06
198	59,788	73,361	86,934
217	65,525	80,401	95,276
226	68,243	83,735	99,228
236	71,263	87,440	103,618
Asst Principal, HS (217)		Coordinator, Secondary Curriculum ELAR/SS (226)	
Asst Principal, MS (217)		Coordinator, Secondary Curriculum Math/Science (226)	
Coordinator, State/Fed & Sp Ed Programs (226)		Network Administrator (236)	
Coordinator, Elementary Curriculum (226)		Coordinator, Computer Services(236)	

Pay Grade 4

Duty Days	Minimum	Midpoint	Maximum
	\$327.94	\$392.74	\$457.55
217	71,163	85,225	99,288
220	72,147	86,403	100,661
226	74,114	88,759	103,406
236	77,394	92,687	107,982
Dir, Instructional Technology (236)		Dir, Career & Technology Ed (217)	
Dir, Child Nutrition (236)		Dir, Maintenance & Transportation (236)	
Dir, Special Education (236)		Dir, Secondary Music Education (220)	
Dir, Alternative Education (217)			

Pay Grade 5

Duty Days	Minimum	Midpoint	Maximum
	\$350.90	\$420.15	\$489.38
217	76,145	91,173	106,195
236	82,812	99,155	115,494
Business Manager (236)		Principal, ELEM (217)	

Pay Grade 6

Duty Days	Minimum	Midpoint	Maximum
	\$378.62	\$445.45	\$512.27
217	82,161	96,663	111,163
236	89,354	105,126	120,896
Dir, Athletics/Head FB Coach (236)		Principal, MS (217)	

Pay Grade 7

Duty Days	Minimum	Midpoint	Maximum
	\$401.35	\$472.17	\$542.99
226	90,705	106,710	122,716
Principal, HS (226)			

Pay Grade 8

Duty Days	Minimum	Midpoint	Maximum
	\$425.43	\$527.16	\$628.89
236	100,401	124,410	148,418
Asst Supt, Curriculum & Instruction (236)		Asst Supt, HR & Operations (236)	

NEDERLAND ISD PAY STRUCTURES

CP Instructional Support Pay Ranges 2023-2024

Pay Grade 1

Duty Hourly	Minimum	Midpoint	Maximum
187	\$12.45	\$15.09	\$17.72
	18,625	22,575	26,509
Aide, Kindergarten (187)		Aide, Content Mastery (187)	
Aide, Library (187)		Aide, SpEd - PPCD (187)	
Aide, Nurse (187)		Aide, SpEd- Resource (187)	
Aide, Instructional/ Clerk (187)		Aide, SpEd PEP (187)	
Aide, Pre-Kindergarten (187)		Aide, SpEd- Inclusion (187)	

Pay Grade 2

Duty Hourly	Minimum	Midpoint	Maximum
187	\$13.32	\$16.15	\$18.98
	19,927	24,160	28,394
Aide - BEST (187)		Aide/Library-Distance Learning Lab (187)	
Aide, Bilingual- ESL (187)		Aide, SpEd. Life Skills (187)	
Aide, Computer Lab (187)			

Pay Grade 3

Duty Hourly	Minimum	Midpoint	Maximum
187	\$14.92	\$18.09	\$21.25
	22,320	27,063	31,790
Aide, SpEd - District Wide (187)		Aide, SpEd - Visually Impaired (187)	

Pay Grade 4

Duty Hourly	Minimum	Midpoint	Maximum
187	\$17.31	\$20.98	\$24.65
	25,896	31,386	36,876
School Nurse-LVN			

Pay Grade 5

Duty Hourly	Minimum	Midpoint	Maximum
187	\$20.76	\$25.17	\$29.59
(For future use)			

NEDERLAND ISD PAY STRUCTURES

CP Administrative Support Pay Ranges

2023-2024

Pay Grade 1

Duty Hourly	Minimum	Midpoint	Maximum
	\$12.30	\$14.40	\$16.49
187	18,401	21,542	24,669
Clerk, Campus (187)			

Pay Grade 2

Duty Hourly	Minimum	Midpoint	Maximum
	\$13.24	\$15.84	\$18.46
187	19,807	23,697	27,616
193	20,443	24,457	28,502
200	21,184	25,344	29,536
210	22,243	26,611	31,013
Clerk, Attendance HS (210)		Clerk/Aide, Attendance (200)	
Clerk, Attendance MS (193)		Clerk/Aide, ARD Facilitator (200)	
Clerk,Aide, Alt Campus (187)			

Pay Grade 3

Duty Hourly	Minimum	Midpoint	Maximum
	\$15.35	\$18.39	\$21.43
187	22,964	27,511	32,059
193	23,700	28,394	33,088
200	24,560	29,424	34,288
217	26,648	31,925	37,202
220	27,016	32,366	37,717
240	29,472	35,309	41,146
Clerk/ Bookkeeper, HS (217)		Clerk, Counselor-MS(193)	
Clerk, Voc Ed (187)		Clerk/HS Asst. Prin (217)	
Clerk, Curriculum/ Receptionist (240)		Clerk/Aide, SpEd Medicaid (200)	
Clerk, Counselor-HS (220)		Clerk/Aide, SpEd Secondary (200)	
Clerk, Counselor-HS (200)			

Pay Grade 4

Duty Hourly	Minimum	Midpoint	Maximum
	\$17.20	\$20.59	\$23.99
207	28,483	34,097	39,727
217	29,859	35,744	41,647
220	30,272	36,238	42,222
240	33,024	39,533	46,061
Clerk, Accounts Payable (240)		Secretary - Principal HS (240)	
Clerk, Computer Services (240)		Secretary - Principal MS (217)	
Clerk, Records (240)		Secretary - Principal ELEM (217)	
Clerk, Athletics Dept (220)		Secretary - Principal ALT (207)	

Pay Grade 5

Duty Hourly	Minimum	Midpoint	Maximum
	\$19.25	\$23.05	\$26.86
240	36,960	44,256	51,571
Bookkeeper, Accounting (240)		Secretary, Dir Child Nutrition (240)	
Purchasing Agent (240)		Secretary, Business Mgr (240)	
Specialist, Payroll (240)		Specialist, Human Resources (240)	
Secretary, Dir Maint & Trans (240)		Specialist, Special Ed (240)	

Pay Grade 6

Duty Hourly	Minimum	Midpoint	Maximum
240	\$21.94	\$25.82	\$29.71
	42,125	49,574	57,043
Secretary, Asst Supt Curriculum & Inst (240)			
Secretary, Asst Supt HR & Operations (240)			

Pay Grade 7

Duty Hourly	Minimum	Midpoint	Maximum
240	\$25.47	\$29.94	\$34.44
	48,902	57,485	66,125
Secretary, Superintendent (240)			

NEDERLAND ISD PAY STRUCTURES

Auxiliary Pay Ranges 2023-2024

Pay Grade 1

Duty Hourly	Minimum	Midpoint	Maximum
	\$12.55	\$14.42	\$16.29
180	18,072	20,765	23,458
Bus Rider (180)			

Pay Grade 2

Duty Hourly	Minimum	Midpoint	Maximum
	\$12.78	\$15.40	\$18.01
185	18,914	22,792	26,655
187	19,119	23,038	26,943
250	25,560	30,800	36,020
Custodian 1 (187)		Custodian, Athletics- MS (250)	
Custodian II (250)		Security Guard (187)	
Child Nutrition Worker (185)			

Pay Grade 3

Duty Hourly	Minimum	Midpoint	Maximum
	\$14.21	\$17.02	\$19.82
250	28,420	34,040	39,640
Custodian, Athletic HS (250)		Groundskeeper (250)	

Pay Grade 4

Duty Hourly	Minimum	Midpoint	Maximum
	\$16.62	\$19.89	\$23.19
181	24,066	28,801	33,579
250	33,240	39,780	46,380
Bus Driver (181)		General Maintenance Worker (250)	

Pay Grade 5

Duty Hourly	Minimum	Midpoint	Maximum
	\$17.62	\$21.09	\$24.57
185	26,078	31,213	36,364
250	35,240	42,180	49,140
Custodian, Lead (250)		Child Nutrition Mgr (185)	

Pay Grade 6

Duty Hourly	Minimum	Midpoint	Maximum
	\$18.68	\$22.36	\$26.03
185	27,646	33,093	38,524
250	37,360	44,720	52,060
Craftsman I (250)		Craftsman I/Mechanic (250)	
Child Nutrition Mgr II (185)			
Groundskeeper, Lead (250)			

Pay Grade 7

Duty Hourly	Minimum	Midpoint	Maximum
250	\$21.47	\$25.71	\$29.95
	42,940	51,420	59,900
Carpenter (250) Electrician (250) HVAC (250) Painter (250)		Plumber (250) Transportation Mechanic (250) Supervisor, Custodial Svcs (250) Locksmith (250)	

Pay Grade 8

Duty Hourly	Minimum	Midpoint	Maximum
250	\$22.76	\$27.26	\$31.77
	45,520	54,520	63,540
Supervisor, Warehouse (250) Supervisor, Grounds (250)		Computer Technician (250)	

Pay Grade 9

Duty Hourly	Minimum	Midpoint	Maximum
250	\$26.83	\$32.13	\$37.46
	53,660	64,260	74,920
(For future use)			

SUBSTITUTE AND EXTRA DUTY PAY RATES

2023-2024

1. Teacher with Bachelor/Masters Degree and/or Certification (over 10 consecutive days in the same assignment)	90.00 Day 95.00 Day
2. Teacher with High School diploma and/or some college hours (over 10 consecutive days in the same assignment)	75.00 Day 80.00 Day
3. Certified Substitute Teacher- Long Term (semester or longer)	150.00 Day
4. Certified Substitute Teacher- Mid Term (six weeks or longer)	125.00 Day
5. Paraprofessional Substitute (over 10 consecutive days in the same assignment)	75.00 Day 80.00 Day
6. Custodial/ Bus Riders	12.00 Hour
7. Bus Driver/ Maintenance	18.00 Hour
8. Bus Trip Pay (Substitutes)	18.00 Hour
9. Food Service Employee	12.00 Hour
10. Summer School and Extra Duty- Professional	30.00 Hour
11. Summer School and Extra Duty- Administrator	50.00 Hour
12. Summer Recreation, Summer Swim, Summer Maintenance- Professional	27.50 Hour
13. Summer School and Extra Duty- Paraprofessional	20.00 Hour
14. Summer School and Extra Duty- Auxiliary	20.00 Hour
15. Summer Food Service- Managers Employees	25.00 Hour 20.00 Hour
16. Student Employees- Regular Pay Summer Swim	10.00 Hour 14.00 Hour- Starting
17. In-Home Trainer/ Community Instruction (Professional)	30.00 Hour
18. In-Home Trainer/Community Instruction (Para-Professional)	20.00 Hour
19. Homebound Teacher	30.00 Hour
20. Parent Liaison	30.00 Hour
21. Counselor/ Diagnostician	40.00 Hour
22. Speech Therapist	50.00 Hour
23. Security Officer	25.00 Hour

INCREMENTS 2023-2024

<u>NEDERLAND HIGH SCHOOL</u>	<u>NUMBER IN POSITION</u>	<u>INCREMENT</u>	<u>DAYS</u>
Westernaires	1	3100	+17
Assistant Westernaires	1	2000	
Cheerleader Sponsor	1	2100	+15
Assistant Cheerleader Sponsor	2	2000	
Choral Director	1	3500	+1
Assistant Choral Director	1	1600	
Assistant Band Director	2	3700	+20
Student Government	1	1600	+5
Asst. Student Government	1	1100	
Twirling Sponsor	1	1600	
Future Teachers of America	1	900	
National Honor Society	1	900	
TNT Sponsor	1	900	
Academic Decathlon Director	1	1600	
Academic Decathlon Coach	1	1100	
Academic Challenge Coach	1	1600	
PAC Technical	1	1600	
Drama	1	2100	
Assistant Drama	1	1100	
Yearbook/Journalism	1	3600	
Extra Period Class	1	4100	
Instructional Chairperson	5	1100	
Interact/ Rotary	1	1100	
U.I.L. Literary	18	900	
U.I.L. & Non-UIL Competitive Activities	5	1100	
U.I.L. Chairperson	1	2000	
CTE Increment - I	1	2300	
Science Instructional Chairperson	1	1900	
CTE Science Department Hazardous Material Control	2	900	
CTE Agriculture	1	2300	+25
CTE Marketing Educational Coop	1	-	+15
CTE Office Technology Coop	1	-	+15
CTE - Gas Cylinder Inventory	1	1100	
CTE Compressor Maintenance	1	900	
CTE Commercial Food Production Coop	1	-	+15
CTE Salvage and Recycling	1	900	

INCREMENTS 2023-2024

C. O. WILSON MIDDLE SCHOOL

	NUMBER IN POSITION	INCREMENT	DAYS
Cheerleader Sponsor	1	900	+4
Student Council	1	900	
Band Director	1	3,700	+20
Assistant Band Director	1	3,200	+20
Choral Director	1	1,500	
Instructional Chairperson	7	1,000	
CTE Woodworking	1	1,200	
Future Teachers of America	1	700	
U.I.L. Literary and Academic	6	800	
U.I.L. Campus Chairperson	1	800	
U.I.L. District Coordinator (when needed)	1	1,000	
Intramurals	2	600	
Yearbook	1	600	
National Jr. Honor Society	1	500	
U.I.L. & Non-U.I.L. Competitive Activities	4	900	
Drama	1	700	

CENTRAL MIDDLE SCHOOL

Cheerleader Sponsor	1	900	+4
Student Council	1	900	
Band Director	1	3,700	+20
Assistant Band Director	1	3,200	+20
Choral Director	1	1,500	
Instructional Chairperson	7	1,000	
Vocational Woodworking	1	1,200	
Future Teachers of America	1	700	
U.I.L. Literary and Academic	6	800	
U.I.L. Campus Chairperson	1	800	
U.I.L. District Coordinator (when needed)	1	1,000	
Intramurals	2	600	
Yearbook	1	600	
National Jr. Honor Society	1	500	
U.I.L. & Non-U.I.L. Competitive Activities	4	900	
Drama	1	700	

ELEMENTARY SCHOOLS

Instructional Chairperson	20	900	
Intramurals	8	600	

DISTRICT WIDE

Health Services Coordinator	1	2,000	
Certified Food Service Employee		150	
Licensed Speech Therapist	5	4,100	
Summer Swim	1	2,600	
Certified Pool Operator	2	1,300	
Visually Impaired	1	4,100	
Academic Coach	4	1,000	
Licensed Professional Counselor	2	4,100	
Licensed Specialist in School Psychology (LSSP)	1	4,100	
Bilingual Certified	9	1,000	
Lead Technician	1	1,000	
Route Bus Driver	12	3,400	

**ATHLETIC INCREMENTS
2023-2024**

<u>ASSIGNMENT</u>	<u>NUMBER IN POSITION</u>	<u>INCREMENT</u>	<u>DAYS</u>
<u>FOOTBALL</u>			
1st Assistant/Coordinator	1	4,100	+25
Coordinator	1	3,600	+25
Varsity and J.V. Assistant	8	3,100	+20
Off-Season Coordinator	1	2,400	
College Assistance Coordinator	1	2,400	
Head Freshman/8th Grade	3	2,600	+20
Freshman Assistant	5	2,100	+20
8th Grade Assistant	6	1,900	+20
7 th Grade Assistant	8	1,100	
Video Coordinator	1	2,100	+20

HIGH SCHOOL SPORTS (OTHER THAN FOOTBALL)

Head Coach-Varsity Sport				
	Basketball	2	4,200	
	Baseball	1	4,200	
	Softball	1	4,200	
	Soccer	2	4,200	
	Volleyball	1	4,200	+15
	Track	2	4,200	
	Swimming	1	4,200	
	Golf	2	4,200	
	Tennis	2	4,200	
	Cross Country	1	4,200	+5
	Powerlifting	1	4,200	
Head Coach-Freshman		2	1,600	
Head Coach-Freshman Volleyball		1	1,600	+15
Assistant Coach-Varsity Sport		20	2,100	
Assistant Coach-Varsity Volleyball		2	2,100	+15

MIDDLE SCHOOL SPORTS (OTHER THAN FOOTBALL)

	Head Coach	21	1,600	
	Head Coach - 8th Grade Volleyball	2	1,600	+15
	Assistant Coach	10	1,100	

ADDITIONAL CATEGORIES

	Head Trainer	1	5,100	+25
	Assistant Trainer	1	4,600	+20

**EMPLOYEE BENEFITS
2023-2024**

	Administrator	Teacher	Aides/Clerical	Custodian	Child Nutrition	Bus Driver	Maintenance
Family/Medical Leave	YES	YES	YES	YES	YES	YES	YES
Vacation	<u>Days</u> 193-233 No 234+ Yes/ 2-4 Wks	NO	<u>Days</u> 187-233 NO 234+ YES/ 2-4 WKS	<u>Days</u> 187 NO 250 YES/ 2-5 WKS	NO	NO	<u>Days</u> 250 YES/ 2-5 WKS
Disability Leave	YES	YES	YES	YES	YES	YES	YES
Jury Duty	YES	YES	YES	YES	YES	YES	YES
Subpoena	YES	YES	YES	YES	YES	YES	YES
Excused Absence (With Pay) Cost of Sub	YES	YES	YES	YES	YES	YES	YES
Excused Absence (Without Pay)	YES	YES	YES	YES	YES	YES	YES
Family Emergency	YES	YES	YES	YES	YES	YES	YES
Death in Family	3 FREE 2 AT L.S.L.	3 FREE 2 AT L.S.L.	3 FREE 2 AT L.S.L.	3 FREE 2 AT L.S.L.	3 FREE 2 AT L.S.L.	3 FREE 2 AT L.S.L.	3 FREE 2 AT L.S.L.
Illness (Personal and Immediate Family)	YES	YES	YES	YES	YES	YES	YES
State Personal Leave	5	5	5	5	5	5	5
Local Sick Leave	<u>Days</u> 197 5 198-215 6 216-233 7 234+ 8	<u>Days*</u> 197 5 198-215 6 216-233 7 234+ 8	<u>Days*</u> 197 5 198-215 6 216-233 7 234+ 8	<u>Days*</u> 187 5 250 8	5*	5*	8*

* Maximum Number of Local Accrued Personal Illness Days – 120

**NEDERLAND INDEPENDENT SCHOOL DISTRICT
PERSONNEL**

	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
ADMINISTRATORS	51	61	61	61	59	60	60	65	67	69	69	75	75	75	76	77	78
TEACHER	357	348	343	336	332	334	342	343	354	361	364	377	378	385	384	378	373
PARAS	105	105	104	101	96	96	96	95	94	94	97	100	100	101	101	100	100
MAINTENANCE	28	25	25	24	25	24	24	22	23	23	23	24	24	26	26	23	21
TRANSPORTATION	18	18	18	17	16	16	17	18	19	19	19	19	20	20	20	20	20
CUSTODIANS	51	51	48	44	43	43	43	43	43	43	43	43	43	43	43	39	43
CHILD NUTRITION	50	50	49	48	48	48	48	48	48	48	48	46	45	43	42	42	42
SECURITY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4
ENROLLMENT	5,092	5,074	5,036	5,015	5,076	5,032	5,018	5,158	5,176	5,261	5,275	5,112	5,171	4,921	5,171	5,046	5,068

TOTAL COUNT

	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
TOTAL PERSONNEL	660	658	648	629	619	621	628	634	648	657	663	684	685	693	692	680	681
TOTAL ENROLLMENT	5,092	5,074	5,036	5,015	5,076	5,032	5,018	5,158	5,176	5,261	5,275	5,112	5,171	4,921	5,171	5,046	5,068

*Count Includes Open Positions

Added Positions

- (1) Assistant Network Administrator- Administration
- (1) Teacher/ District Interventionist- District Wide
- (2) Teacher/ 5th Grade- Helena Park Elementary
- (1) Aide/ Special Education- Lifeskills- Langham Elementary
- (1) 8hr Custodian- Helena Park Elementary
- (1) 8hr Custodian- Highland Park Elementary
- (1) 8hr Custodian- Hillcrest Elementary
- (1) 8hr Custodian- Langham Elementary
- (3) Security Guards- Elementary Campuses

Deleted Positions

- (1) Assistant Network Administrator- Administration
(Reclassified MT-9)
- (6) Teacher/ Interventionist- Helena Park, Highland Park,
Hillcrest, Langham, Cental, and C.O. Wilson
- (1) Teacher/ Technology- C.O. Wilson Middle School
- (1) Teacher/ Science- Nederland High School
- (1) Clerk/ Receptionist - Administration
- (1) Groundskeeper- Maintenance

**Nederland Independent School District
PAYROLL EXPENDITURES**

	2022-2023	2023-2024	Change
	Adopted Budget	Proposed Budget	
PROFESSIONAL			
Salaries (6119)	\$27,054,500	\$28,900,000	\$1,845,500
Increments/Extra Duty(6118)	720,000	710,000	(\$10,000)
Substitutes(6112)	400,000	400,000	\$0
Part-time/Temp.(6117)	400,000	500,000	\$100,000
Allowances (6139)	11,700	11,700	\$0
SUPPORT			
Salaries(6129)	5,246,500	5,156,000	(\$90,500)
Overtime(6121)	250,000	250,000	\$0
Substitute (6122)	165,000	165,000	\$0
Part-time/Temp.(6125)	400,000	400,000	\$0
BENEFITS			
Medicare (6141)	500,000	515,000	\$15,000
Health Insurance/Life (6142)	2,175,000	2,200,000	\$25,000
Workers Comp.(6143)	100,000	100,000	\$0
TRS On-Behalf(6144)	2,000,000	2,000,000	\$0
Unemployment(6145)	18,000	15,000	(\$3,000)
TRS (6146)	1,500,000	1,550,000	\$50,000
Sick Leave(6149)	2,000	2,000	\$0
	\$40,942,700	\$42,874,700	\$1,932,000

Nederland Independent School District
SCHOOLS/DEPARTMENT/OTHER OPERATING BUDGETS

GENERAL FUND	2022-2023 Adopted Budget	2023-2024 Proposed	Change
Instruction			
Nederland High School	471,000	455,600	(15,400)
Performing Arts Center	15,000	13,500	(1,500)
Career and Technology	157,500	142,500	(15,000)
Alternative Education Campus	33,800	30,400	(3,400)
Jefferson County Youth Academy	48,000	48,350	350
Central Middle School	171,300	120,300	(51,000)
C.O. Wilson Middle School	183,100	133,600	(49,500)
Helena Park Elementary	164,500	177,000	12,500
Highland Park Elementary	117,700	128,700	11,000
Hillcrest Elementary	162,100	165,100	3,000
Langham Elementary	116,300	126,700	10,400
Instruction/Curriculum	640,800	577,000	(63,800)
Special Education	299,600	299,600	0
Technology	562,500	562,000	(500)
Extra Curricular			
Athletics	526,200	476,200	(50,000)
Band	189,000	170,000	(19,000)
Post District Competition	65,000	50,000	(15,000)
Tournaments	30,000	27,000	(3,000)
Instructional Support			
Curriculum	40,700	37,000	(3,700)
Administrative Support			
Central Office	262,300	250,000	(12,300)
Computer Services	326,400	340,000	13,600
JCAD	400,000	400,000	0
Support Services			
Security	417,000	417,000	0
Maintenance	525,300	473,000	(52,300)
Transportation	148,000	135,000	(13,000)
Summer Programs			
Summer School	2,500	2,300	(200)
Community Programs	10,500	10,500	0
Miscellaneous			
Drug Testing	10,000	8,000	(2,000)
Annual Projects	535,000	400,000	(135,000)
Preventive Maintenance	300,000	270,000	(30,000)
Property Insurance	1,600,000	2,000,000	400,000
Utilities	1,500,000	1,500,000	0
	\$10,031,100	\$9,946,350	(84,750)

**2023-2024
Capital Outlay**

Account Number/Description	SCHOOL	TOTAL
Nederland High School		
199 11 6397 11 001 Y11000	Technology - Math	
3 Calculators TI-Nspire CX II EZ-Spot (pk of 10) @ \$1441 each		\$4,325
199 11 6398 20 001 Y11000	Other Operating Supply - Art	
Classroom set of canvases		\$800
199 11 6397 69 001 Y11000	Technology - Curriculum Compliance	
Laptops/ Computers (Replacements)		\$14,700
199 12 6397 00 001 Y11000	Technology - Inst Resources	
Library Computer		\$600
199 51 6398 00 001 Y99000	Other Operating Supply - Plant Maintenance	
Vacuum - 2 @ \$750.00		\$1,500
	TOTAL	\$21,925
Career and Technology		
199 11 6397 70 001 Y22000	Technology	
30 - Student Computers for CTE4 lab		\$22,500
	TOTAL	\$22,500
Alternative Campus		
199 31 6397 00 002 Y2800	Technology	
Counselor Computer		\$750
	Total	\$750

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Central Middle School

199 11 6397 69 041 Y11000	Technology	
Instructional Technology (Replacements)		\$7,200
199 12 6397 00 041 Y11000	Technology	
Library Computer		\$750
199 23 6397 00 041 Y99000	Technology	
Assistant Principal Computer		\$800
199 51 6397 00 041 Y 99000	Technology	
Computer		\$750
199 51 6398 00 041 Y 99000	Other Operating Supply	
Vacuum		\$750
		<u> \$750</u>
	TOTAL	\$10,250

C O Wilson Middle School

199 11 6397 13 042 Y11000	Technology	
PE Computer		\$700
199 11 6398 27 042 Y11000	Other Operating Supply	
Flight Simulator		\$2,060
199 11 6397 69 042 Y11000	Technology	
Computers (Replacements)		\$9,700
199 12 6397 00 042 Y11000	Technology	
Library Computer		\$660
199 23 6397 00 042 Y99000	Technology	
VOE Computer		\$600
199 51 6398 00 042 Y99000	Other Operating Supply	
Upright Vacuum, Wet/Dry Vacuum tank		\$1,525
		<u> \$1,525</u>
	TOTAL	\$15,245

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Helena Park Elementary

199 11 6397 69 101 Y11000	Technology	
Instructional Computers		\$1,400
199 23 6397 00 101 Y99000	Technology	
Principal Laptop & Front office Laptop		\$1,600
199 23 6398 00 101 Y99000	Other Operating Supply	
Assistant Principal Furniture		\$3,000
199 31 6398 00 101 Y99000	Other Operating Supply	
Counselor Furniture		<u>\$3,000</u>
	TOTAL	\$9,000

Highland Park Elementary

199 11 6397 00 102 Y11000	Technology	
Gym Computer		\$650
199 11 6397 69 102 Y11000	Technology	
Instructional Computers		\$5,250
199 12 6397 00 102 Y11000	Technology	
Library Computer		\$650
199 31 6397 00 102 Y99000	Technology	
Counselor Computer		<u>\$750</u>
	TOTAL	\$7,300

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Hillcrest Elementary

199 11 6397 69 103 Y11000	Technology	
Instructional Computers		\$9,000
199 12 6397 00 103 Y11000	Other Operating Supply	
Library Laptop		\$850
199 23 6397 00 103 Y99000	Technology	
Assistant Principal Laptop & Office Computer		\$1,500
199 23 6398 00 103 Y99000	Other Operating Supply	
Principal Furniture		\$3,620
199 31 6398 00 103 Y99000	Other Operating Supply	
Counselor Furniture		\$1,050
199 33 6398 00 103 Y99000	Other Operating Supply	
Nurse Furniture		\$880
199 51 6398 00 103 Y99000	Other Operating Supply	
Vacuum \$750		\$750
	TOTAL	<u>\$17,650</u>

Langham Elementary

199 11 6397 69 104 Y11000	Technology	
Instructional Computers		\$2,150
	TOTAL	<u>\$2,150</u>

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Computer Services

199 53 6398 00 750 Y99000	Technology		
	Time Clock replacement		\$5,200
		Total	\$5,200

District Wide

199 33 6398 00 801 Y99000	Other Operating Supply		
	External Defibrillation Units (AED)/Trauma Kits		\$6,200
		TOTAL	\$6,200

Special Education

199 11 6397 80 801 Y23000	Technology		
	Symbol Stix 10 License		
	1 Easy Spec Tracker License		
	My Virtual Reading Coach		
	Teachtown Transition Licenses		
	Vizzle Software		
	Unique Learning Systems		\$20,940
	Replacement Technology needs		\$20,700
		TOTAL	\$41,640

Athletics

199 36 6397 90 001 Y91000	Technology		
	Online Editing Software - All Sports		\$9,100
	Online Ticketing Software		\$900
	Online Athletic Physical Software		\$1,000
	Athletic Training Software		\$250
	Volleyball Software		\$100
	Football Software		\$150
		TOTAL	\$11,500

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Band

199 11 6398 A1 001 Y11000	NHS Other Operating Supply	
Tenor Saxophone - Yamaha YTS-200AD		\$1,500
199 11 6639 A1 001 Y11000	NHS Other Operating Supply +5000	
Baritone Saxophone - Yamaha YBS-480		\$5,500
French Horn - Conn 8D		\$5,000
199 11 6398 A1 041 Y11000	CMS Other Operating Supply	
(2) Baritone - King 625 Iacquer @ \$2000 each		\$4,000
199 11 6639 A1 041 Y11000	CMS Other Operating Supply +5000	
Tuba - Conn 5J		\$6,000
199 11 6398 A1 042 Y11000	COW Other Operating Supply	
(2) French Horn - Conn 6D @ \$3500 each		\$7,000
Baritone - King 625 Iacquer		<u>\$3,000</u>
	TOTAL	\$32,000

Maintenance

199 51 6397 FO 951 Y99000	Technology	
Auto laptop		\$800
5 Computers		<u>\$3,000</u>
	Total	\$3,800

Child Nutrition

240 35 6397 00 835 Y99000	Technology	
Software annual fee (menu planning & production, digital board license)		<u>\$15,000</u>
	Total	\$15,000

GRAND TOTAL **\$222,110**

Proposed 8/21/2023

Nederland Independent School District

PREVENTIVE MAINTENANCE

2023-2024

INSPECTIONS AND REPAIRS

Back Flow Preventors	\$4,000
NHS (1), PAC (2) ,CTE Auto Shop (2)	
Backboard Inspections & Repairs (Secondary Gyms)	15,000
Bleacher Repairs	20,000
Bleacher and Light Pole Inspections: All schools including (Bulldog Stadium, Baseball, Softball, Prather, Tennis, Swimming Pool, All Indoor) - Completed Year Two	20,000
Boiler Inspections (All Campuses)	2,000
Elevator Inspections (CMS, NHS Athletics, PAC)	5,000
Facility Assessment - Year 2 (Helena,Highland,Hillcrest,Langham)	12,500
Fire Alarm Inspections (NHS)	2,500
Fire Extinguishers (All NISD Buildings)	7,000
Fire Sprinklers (PAC)	2,000
Fire Supression System in Kitchens	2,000
Gas Line Inspections (All Campuses) - Every two years - Due 2024	8,000
Grease Trap Inspections (All Campuses)	3,000
HVAC Filter Changes (All Campuses)	48,000
Locker Maintenance/Repairs (Secondary Schools)	0
Maintenance Agreements on Fire Alarm Monitoring, Fire Alarm Inspections, Intercom and Paging Systems, Public Address Systems, Clock Inspections & Repairs	21,000
Orchestra Lift (PAC)	6,000
PAC Inspections and Repairs to all Overhead Lighting, Rigging and Aerial Electrical over Stage including Curtains, Fly Rails, Valance Curtains and Drapes	3,000
Playground Mulch (All Elementary Campuses)	0
Pool Inspections and Repairs	0
Refinish Wood Floors NHS (2), CMS (2), COW (2)	15,000
Roofing Inspections & Repairs (All Campuses)	62,000
Scoreboard Inspections & Repairs NHS (5), CMS (1), COW (1)	6,000
Vent Hood Inspections & Cleaning (All Campuses)	0
Water Treatment Program (NHS)(On-going)	6,000
TOTAL INSPECTIONS AND REPAIRS	\$270,000

Proposed 8/21/2023

**Nederland Independent School District
ANNUAL PROJECTS**

2023-2024

PROJECTS TO BE DETERMINED

TOTAL ANNUAL PROJECTS

\$400,000

Annual Projects (FE) \$353,000

Safety & Security (SE) \$47,000

\$400,000

Proposed 8/21/2023

Nederland Independent School District

**General Fund
Expenditures by Object**

	2022-2023	2023-2024	Change
EXPENDITURES	Adopted Budget	Proposed Budget	
Salaries & Benefits	\$40,942,700	\$42,874,700	\$1,932,000
Professional & Contracted Svcs.	4,836,155	4,585,415	(\$250,740)
Supplies & Materials	2,541,100	2,319,820	(\$221,280)
Other Operating Costs	2,468,145	2,814,015	\$345,870
Capital Outlay	185,700	227,100	\$41,400
TOTAL EXPENDITURES	\$50,973,800	\$52,821,050	\$1,847,250

Nederland Independent School District

Summaries of Funds

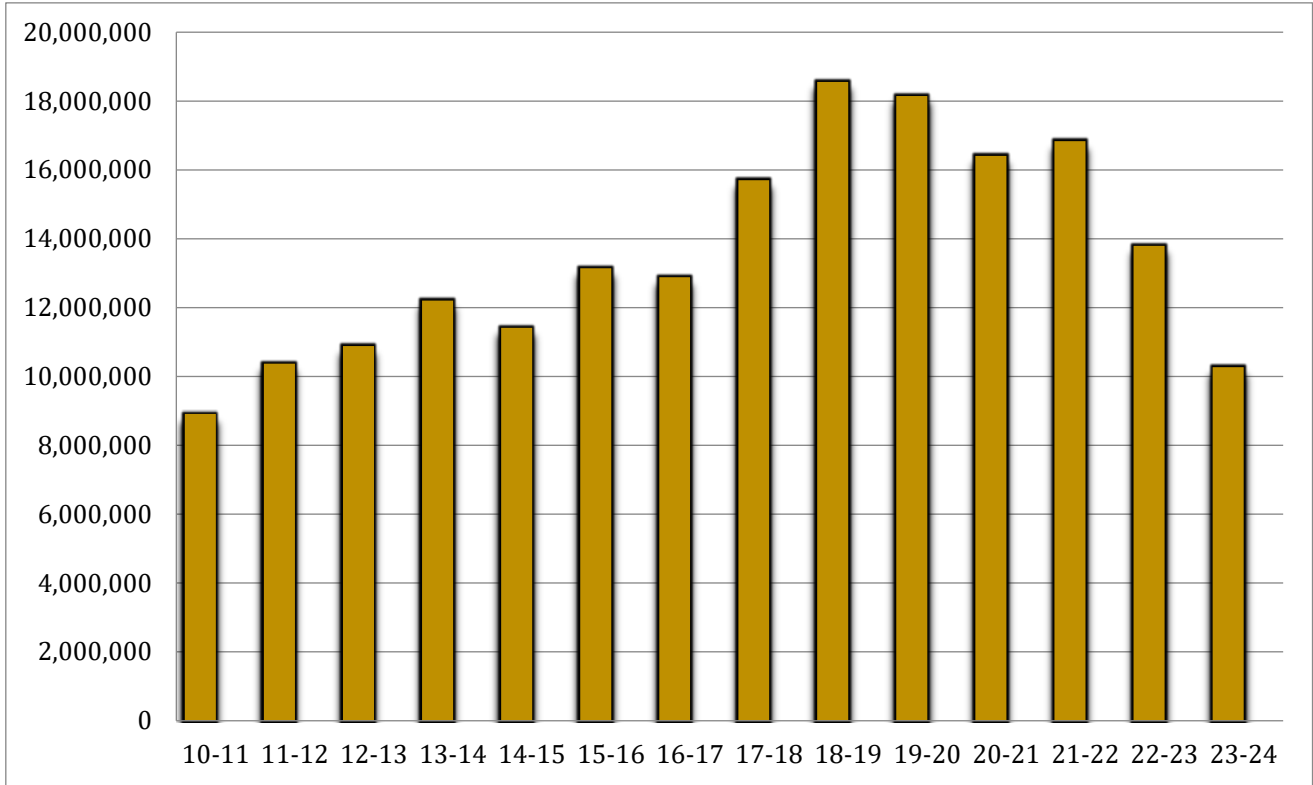
2023-2024



Nederland Independent School District Adopted Budgets

<u>Year</u>	<u>Amount</u>
04-05	(\$401,000)
05-06	(\$658,000)
06-07	(\$2,224,000)
07-08	(\$1,545,000)
08-09	(\$1,873,800)
09-10	\$509,950
10-11	(\$527,450)
11-12	\$0
12-13	(\$684,600)
13-14	\$0
14-15	(\$1,964,200)
15-16	\$0
16-17	(\$1,595,400)
17-18	\$19,700
18-19	\$0
19-20	\$0
20-21	(\$1,572,900)
21-22	(\$844,200)
22-23	(\$2,200,000)
23-24	(\$3,519,550)

Nederland Independent School District Fund Balance



<u>Year</u>	<u>Amount</u>
10-11	8,915,417
11-12	10,367,732
12-13	10,886,537
13-14	12,200,165
14-15	11,410,073
15-16	13,139,837
16-17	12,881,327
17-18	15,701,917
18-19	18,559,304
19-20	18,144,586
20-21	16,403,799
21-22	16,831,022
22-23	13,791,000
23-24	10,271,450

**Nederland Independent School District
CHILD NUTRITION SUMMARY
2023-2024**

	2022-2023 Projection	2023-2024 Proposed Budget	Increase (Decrease)
REVENUES			
Local	\$1,015,000	\$1,025,000	\$10,000
State	14,000	14,000	\$0
Federal/Non Revenue	2,254,000	2,000,000	(\$254,000)
Total Revenues	\$3,283,000	\$3,039,000	(\$244,000)
EXPENDITURES			
Salaries	\$1,213,000	\$1,372,500	\$159,500
Operating Expenditures	2,500,000	1,353,500	(\$1,146,500)
Total Expenditures	\$3,713,000	\$2,726,000	(\$987,000)
Excess (Deficiency) of Revenue over Expenditures	(\$430,000)	\$313,000	
Fund Balance - September 1	\$1,375,738	\$945,738	
Fund Balance - August 31	\$945,738	\$1,258,738	

**3 Months Operating
Expenditures =**

\$3,713,000/12 months x 3 months

\$928,250

Future Projects:

CMS	Freezer/Cooler Combo Walk-In	\$150,000.00
COW	Freezer/Cooler Combo Walk-In, Serving Area, Tables/Chairs	\$270,000.00

Nederland Independent School District

**SUMMARY
INTEREST AND SINKING
2023-2024**

	2022-2023 Projection	2023-2024 Proposed Budget	Increase (Decrease)
REVENUES			
Property Taxes- Current	\$10,500,000	\$10,966,000	\$466,000
Property Taxes - Prior Years	10,000	30,000	20,000
Penalties and Interest	55,000	50,000	(5,000)
Interest Earnings	325,000	300,000	(25,000)
IRS Tax Exempt (QSCB)	0		0
Hold Harmless (40K-100K)	302,000	1,000,000	698,000
Total Revenues	\$11,192,000	\$12,346,000	\$1,154,000
EXPENDITURES			
Bond Issue Defeasance 2013	1,005,498	2,500,000	1,494,502
Bond Issue P1 2012*	278,160	684,827	406,667
Bond Issue P2 2013	473,126	448,233	(24,893)
Bond Issue P3 2014	235,712	236,413	701
Bond Issue P4 2015	369,212	369,413	201
Bond Issue 2019 Series 2019	4,025,300	4,025,300	0
Bond Issue 2019 Series 2021	4,089,937	4,087,688	(2,249)
Fees	6,000	6,000	0
Total Expenditures	\$10,482,945	\$12,357,874	\$1,874,929
Excess (Deficiency) of Revenue over Expenditures	\$709,055	(\$11,874)	
Fund Balance - September 1	\$3,877,092	\$4,586,147	
Fund Balance - August 31	\$4,586,147	\$4,574,273	
QSCB Sinking Fund	\$2,440,002	\$2,440,002	
Fund Balance Less QSCB	\$2,146,145	\$2,134,271	
Tax Rate per \$100/value	\$0.30	\$0.30	

* QSCB payment transferred to Bank of New York \$406,667

Proposed 8/21/2023

Nederland Independent School District

Revenue by Fund

	2022-2023	2023-2024	Increase
REVENUE	Adopted Budget	Proposed Budget	(Decrease)
General Fund	\$48,773,800	\$49,301,500	\$527,700
Child Nutrition	2,161,000	3,039,000	\$878,000
Interest and Sinking	10,777,000	12,346,000	\$1,569,000
TOTAL REVENUE	\$61,711,800	\$64,686,500	\$2,974,700

Expenditures by Fund

	2022-2023	2023-2024	Increase
EXPENDITURES	Adopted Budget	Proposed Budget	(Decrease)
General Fund	\$50,973,800	\$52,821,050	\$1,847,250
Child Nutrition	2,560,000	2,726,000	\$166,000
Interest and Sinking	10,879,114	12,357,874	\$1,478,760
TOTAL EXPENDITURES	\$64,412,914	\$67,904,924	\$3,492,010

2023 Tax Rate Calculation Worksheet

School Districts with Chapter 313 Agreements

Nederland ISD	409-724-2391
School District's Name	Phone (area code and number)
220 17th Street Nederland, TX 77627	www.nederland.k12.tx.us
School District's Address, City, State, ZIP Code	School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e) does not require school districts to certify tax rate calculations.

This worksheet is for **school districts with Chapter 313 agreements only**. School districts that do not have a Chapter 313 agreement should use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) should use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Chapter 313 agreements allow a school district to limit the value of certain qualified property subject to the agreement for the purposes of maintenance and operations (M&O) taxation. The value of the same property is not limited for the purposes of debt service, or interest and sinking (I&S) taxation. School districts that have entered into a Chapter 313 agreement must calculate the NNR tax rate for M&O and I&S purposes separately and then add together to determine the current year total NNR tax rate.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total I&S taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 8). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). ¹ This also includes the taxable value of property subject to a Chapter 313 agreement prior to the limitation.	\$ 3,496,061,861
2.	2022 tax ceilings. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ²	\$ 356,327,526
3.	Preliminary 2022 adjusted I&S taxable value. Subtract Line 2 from Line 1.	\$ 3,139,734,335
4.	2022 taxable value not subject M&O taxation, due to limitation under Tax Code Chapter 313. A. 2022 I&S value of property subject to Chapter 313 agreement. Enter the total 2022 appraised value of property subject to a Chapter 313 agreement: \$ 391,585,300 B. 2022 M&O value of property subject to Chapter 313 agreement. Enter the total 2022 limited value of property subject to a Chapter 313 agreement: - \$ 60,000,000 C. Subtract B from A.	\$ 331,585,300
5.	Preliminary 2022 adjusted M&O taxable value. Subtract Line 4C from Line 3.	\$ 2,808,149,035

¹ Tex. Tax Code § 26.012(14)
² Tex. Tax Code § 26.012(14)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	2022 total adopted tax rate. Separate the 2022 adopted tax rate into its two components. A. 2022 M&O tax rate: \$ <u>0.872000</u> /\$100 B. 2022 I&S or debt rate: \$ <u>0.300000</u> /\$100	
7.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value. A. Original 2022 ARB values: \$ <u>34,913,811</u> B. 2022 values resulting from final court decisions: - \$ <u>29,246,860</u> C. 2022 value loss. Subtract B from A. ³	\$ <u>5,666,951</u>
8.	2022 taxable value subject to an appeal under Chapter 42, as of July 25 A. 2022 ARB certified value: \$ <u>186,389,052</u> B. 2022 disputed value: - \$ <u>124,083,134</u> C. 2022 undisputed value. Subtract B from A. ⁴	\$ <u>62,305,918</u>
9.	2022 Chapter 42 related adjusted values Add Line 7C and 8C.	\$ <u>67,972,869</u>
10.	2022 M&O taxable value, adjusted for actual and potential court-ordered adjustments. The taxable value for M&O purposes should be less than the taxable value for I&S purposes. Add Line 5 and Line 9.	\$ <u>2,876,121,904</u>
11.	2022 I&S taxable value, adjusted for actual and potential court-ordered adjustments. The taxable value for I&S purposes should be more than the taxable value for M&O purposes. Add Line 3 and Line 9.	\$ <u>3,207,707,204</u>
12.	2022 taxable value of property in territory the school deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ <u>1,534,565</u>
13.	2022 taxable value lost because property first qualified for an exemption in 2023. If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport or goods-in- transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ <u>1,635,800</u> B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ <u>391,884,889</u> C. Value loss. Add A and B. ⁶	\$ <u>393,520,689</u>
14.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ <u>0</u> B. 2023 productivity or special appraised value: - \$ <u>0</u> C. Value loss. Subtract B from A. ⁷	\$ <u>0</u>
15.	Total adjustments for lost value. Add Lines 12, 13C and 14C.	\$ <u>395,055,254</u>
16.	Adjusted 2022 M&O taxable value. Subtract Line 15 from Line 10. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of M&O taxes the governing body dedicated to the junior college district in 2022 from the result.	\$ <u>2,481,066,650</u>
17.	Adjusted 2022 I&S taxable value. Subtract Line 15 from Line 11. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of M&O taxes the governing body dedicated to the junior college district in 2022 from the result.	\$ <u>2,812,651,950</u>
18.	Adjusted 2022 total M&O levy. Multiply Line 6A by Line 16 and divide by \$100.	\$ <u>21,634,901</u>

³ Tex. Tax Code § 26.012(13)
⁴ Tex. Tax Code § 26.012(13)
⁵ Tex. Tax Code § 26.012(15)
⁶ Tex. Tax Code § 26.012(15)
⁷ Tex. Tax Code § 26.012(15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Adjusted 2022 total I&S levy. Multiply Line 6B by Line 17 and divide by \$100.	\$ 8,437,956
20.	<p>Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the district for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022.⁸</p> <p>A. M&O taxes refunded for tax years preceding tax year 2022: \$ 177,459</p> <p>B. I&S taxes refunded for tax years preceding tax year 2022: \$ 60,995</p>	
21.	Adjusted 2022 M&O levy with refunds. Add Lines 18 and 20A. ⁹	\$ 21,812,360
22.	Adjusted 2022 I&S levy with refunds. Add Lines 19 and 20B. ¹⁰	\$ 8,498,951
23.	<p>Total 2023 I&S taxable value on the 2023 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 25). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values:¹² \$ 3,748,310,288</p> <p>B. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property - \$ 0</p> <p>C. Total 2023 value. Subtract B from A.</p>	\$ 3,748,310,288
24.	<p>Total value of properties under protest or not included on certified appraisal roll.¹³</p> <p>A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values.</p> <p>Enter the total value under protest.¹⁴ \$ 0</p> <p>B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate)</p> <p>Enter the total value not on the roll.¹⁵ + \$ 0</p> <p>C. Total value under protest or not certified. Add A and B.</p>	\$ 0
25.	<p>2023 tax ceilings and new property value for Chapter 313 limitations.</p> <p>A. 2023 tax ceilings. Enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disable¹⁶ \$ 246,282,076</p> <p>B. 2023 Chapter 313 new property value. Enter 2023 new property value of property subject to Chapter 313 agreements.¹⁷ + \$ 0</p> <p>C. Add A and B.</p>	\$ 246,282,076
26.	2023 total I&S taxable value. Add Lines 23C and 24C. Subtract Line 25C.	\$ 3,502,028,212
27.	<p>2023 taxable value not subject M&O taxation, due to limitation under Chapter 313.</p> <p>A. 2023 I&S value of property subject to Chapter 313 agreement. Enter the total 2023 appraised value of property subject to a Chapter 313 agreement. \$ 395,753,500</p> <p>B. 2023 M&O value of property subject to Chapter 313 agreement. Enter the total 2023 limited value of property subject to a Chapter 313 agreement. - \$ 60,000,000</p> <p>C. Subtract B from A.</p>	\$ 335,753,500

⁸ Tex. Tax Code § 26.012(13)
⁹ Tex. Tax Code § 26.012(13)
¹⁰ Tex. Tax Code § 26.012(13)
¹¹ Tex. Tax Code §§ 26.012, 26.04(c-2)
¹² Tex. Tax Code § 26.012(6)
¹³ Tex. Tax Code § 26.01(c) and (d)
¹⁴ Tex. Tax Code § 26.01(c)
¹⁵ Tex. Tax Code § 26.01(d)
¹⁶ Tex. Tax Code § 26.012(6)(A)(i)
¹⁷ Tex. Tax Code § 26.012(6)(A)(ii)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
28.	2023 total M&O taxable value. Subtract Line 27C from Line 26.	\$ 3,166,274,712
29.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed by the school district.	\$ 0
30.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2022, and be located in a new improvement.	\$ 31,496,892
31.	Total adjustments to the 2023 taxable value. Add Line 29 and Line 30.	\$ 31,496,892
32.	Adjusted 2023 M&O taxable value. Subtract Line 31 from Line 28.	\$ 3,134,777,820
33.	Adjusted 2023 I&S taxable value. Subtract Line 31 from Line 26.	\$ 3,470,531,320
34.	2023 NNR M&O tax rate. Divide line 21 by line 32 and multiply by \$100. Please consult with counsel before using this rate for the purposes of Tax Code § 26.05(b).	\$ 0.695818 /\$100
35.	2023 NNR I&S tax rate. Divide line 22 by line 33 and multiply by \$100.	\$ 0.244889 /\$100
36.	2023 NNR total tax rate. Add Line 34 and Line 35.	\$ 0.940707 /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.¹⁸

- Maximum Compressed Tax Rate (MCR):** A district’s maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.¹⁹
- Enrichment Tax Rate:**²⁰ A district’s enrichment tax rate is defined as any tax effort in excess of the district’s MCR and less than \$0.17. The enrichment tax rate is divided into ‘golden pennies’ and the ‘copper pennies.’ School districts can claim up to 8 ‘golden pennies,’ not subject to compression, and 9 ‘copper pennies’ which are subject to compression with any increases in the guaranteed yield.²¹
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district’s maintenance and operations (M&O) tax rate. Districts cannot increase the district’s M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district’s debt service.²²

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election.²³ Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the declaration without conducting an efficiency audit.²⁴

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
37.	2023 maximum compressed tax rate (MCR). TEA will publish compression rates based on district and statewide property value growth. Enter the school districts’ maximum compressed rate based on guidance from TEA. ²⁵	\$ 0.648200 /\$100
38.	2023 enrichment tax rate. Enter the greater of A and B. ²⁶	
	A. The district’s 2022 enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) 0.0500 /\$100	
	B. \$0.05 per \$100 of taxable \$ 0.0500 /\$100	\$ 0.0500 /\$100

¹⁸ Tex. Tax Code §26.08(n)
¹⁹ Tex. Edu. Code §48.2551(a)(3)
²⁰ Tex. Tax Code §26.08(j) and Tex. Edu. Code §45.0032
²¹ Tex. Edu. Code §548.202(a-1)(2) and 48.202(f)
²² Tex. Edu. Code §45.0021(a)
²³ Tex. Edu. Code §11.184(b)
²⁴ Tex. Edu. Code §11.184(b-1)
²⁵ Tex. Edu. Code §548.255, 48.2551(b)(1) and (b)(2)
²⁶ Tex. Tax Code §26.08(n)(2)
²⁷ Tex. Edu. Code §45.003(e)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
39.	2023 maintenance and operations (M&O) tax rate (TR). Add Lines 37 and 38. Note: M&O tax rate may not exceed the sum of \$0.17 and the district's maximum compressed rate. ²⁷	\$ 0.6982 /\$100
40.	Total 2023 debt to be paid with property tax revenue. Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes, (2) Are secured by property taxes, (3) Are scheduled for payment over a period longer than one year, and (4) Are not classified in the school district's budget as M&O expenses. A. Debt includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount: \$ 12,351,874 B. Subtract unencumbered fund amount used to reduce total debt - \$ 0 C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program debt - \$ 1,000,000 D. Adjust debt: Subtract B and C from A..	\$ 11,351,874
41.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
42.	Adjusted 2023 debt. Subtract line 41 from line 40D.	\$ 11,351,874
43.	2023 anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁰ A. Enter the 2023 anticipated collection rate certified by the collector. ³¹ 99.00 % B. Enter the 2022 actual collection rates 99.09 % C. Enter the 2021 actual collection rate 98.26 % D. Enter the 2020 actual collection rate 100.20 %	99.00 %
44.	2023 debt adjusted for collections. Divide Line 42 by Line 43.	\$ 11,466,539
45.	2023 total taxable value. Enter the amount on Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,502,028,212
46.	2023 debt rate. Divide Line 44 by Line 45 and multiply by \$100.	\$ 0.327425 /\$100
47.	2023 voter-approval tax rate. Add Lines 39 and 46. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 39 and 46. ³²	\$ 1.025625 /\$100

²⁸ Tex. Edu. Code §45.003(e)

²⁹ Tex. Tax Code §526.012(10) and 26.04(b)

³⁰ Tex. Tax Code §526.04(h), (h-1) and (h-2)

³¹ Tex. Tax Code §26.04(b)

³² Tex. Tax Code §26.08(g)

SECTION 3: Voter Approval Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
48.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³³ The school district shall provide its tax assessor with a copy of the letter. ³⁴	\$ 0
49.	2023 total taxable value. Enter the amount on Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,502,028,212
50.	Additional rate for pollution control. Divide line 48 by line 49 and multiply by \$100.	\$ 0.000000 /\$100
51.	2023 voter-approval tax rate, adjusted for pollution control. Add line 50 and line 47.	\$ 1.025625 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. ³⁵ As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
52.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1.172000 /\$100
53.	2022 voter-approval tax rate. If the school district adopted a tax rate above the 2022 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
54.	Increase in 2022 tax rate due to disaster (disaster pennies). Subtract Line 53 from Line 52.	\$ 0.000000 /\$100
55.	2023 voter-approval tax rate, adjusted for prior year disaster. Subtract Line 54 from one of the following lines (as applicable): Line 47 or Line 51 (school districts with pollution control).	\$ 1.025625 /\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate \$ 0.940707 /\$100
Enter the 2023 NNR tax rate from Line 36

Voter-Approval Tax Rate \$ 1.025625 /\$100
As applicable, enter the voter-approval tax rate from Line 47, 51 or Line 55. Indicate the line number 47

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. ³⁵

print here → CINDY SAVANT P.C.C.
 Printed Name of School District Representative

sign here → Cindy Savant Date 8/8/23
 School District Representative Date

³³ Tex. Tax Code § 26.045(d)
³⁴ Tex. Tax Code § 26.045(i)
³⁵ Tex. Tax Code § 26.04(c)

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Melissa J Wong
Initiated By

Stuart B Kieschnick
Recommended By

Vote to approve an order authorizing the defeasance of certain outstanding bonds of the District.

(DISCUSSION AND/OR ACTION)

Order authorizing the defeasance and optional redemption of certain outstanding bonds and containing other matters related thereto.

**ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL REDMPTION OF
CERTAIN OUTSTANDING BONDS AND CONTAINING OTHER MATTERS RELATED
THERE TO**

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §
NEDERLAND INDEPENDENT SCHOOL DISTRICT: §

WHEREAS, the Nederland Independent School District (the “Issuer” or the “District”) has heretofore issued certain outstanding bonds that are described in **Exhibit “A”** attached hereto (hereinafter referred to as the "Outstanding Bonds"); and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. (herein referred to as the “Paying Agent”) serves as Paying Agent for one or more series of the Outstanding Bonds; and

WHEREAS, the Board of Trustees (the “Board”) desires to authorize and approve the defeasance plan herein described to authorize the defeasance and optional redemption of certain series and maturities of the District’s Outstanding Bonds to provide a savings in interests costs to the District and to help the District maintain a stable tax rate (the “Defeasance Plan”), and in connection therewith to further authorize the execution of an escrow agreement and the purchase of certain escrowed securities as part of the Defeasance Plan, all as hereinafter set forth; and

WHEREAS, in accordance with the terms of the order or orders authorizing the issuance of the Outstanding Bonds, and pursuant to applicable provisions of Texas law, including but not limited to, Sections 1207.033, 1207.061 and 1207.062 of the Texas Government Code, the District desires to call for redemption and defease certain maturities or portions thereof of the Outstanding Bonds by depositing directly with the Paying Agent for the Outstanding Bonds to be defeased or with any other authorized trust company or commercial bank (herein referred to as the “Escrow Agent”) an amount of money sufficient to provide for the payment thereof; and

WHEREAS, the District has or reasonably expects to have funds available on hand in its Debt Service Fund to make the deposit referenced above to fully discharge and defease the Outstanding Bonds herein ordered to be defeased; and

WHEREAS, the District also desires to authorize the execution of an escrow agreement or similar agreement in order to provide for the deposit referenced above to pay and redeem the Defeased Bonds (as herein defined); and

WHEREAS, upon making the deposit with the Paying Agent or Escrow Agent to pay the Outstanding Bonds hereafter ordered to be defeased in full, those Outstanding Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such due

provisions made for the payment thereof, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the Order authorizing the issuance of those Outstanding Bonds herein ordered to be defeased shall be discharged, terminated and defeased; and

WHEREAS, the District desires to designate each of the Superintendent and Business Manager of the District as Authorized Officers of the District to carry out the defeasance of the Outstanding Bonds as hereinafter set forth;

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

1. CONSIDERATION AND EFFECT OF PREAMBLE. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that defeasance of the Outstanding Bonds to be defeased in the manner described herein will benefit the District.

2. Defeasance of the Bonds. The District hereby irrevocably authorizes and orders that the following Outstanding Bonds be redeemed and defeased in accordance with the following procedures and plan (herein the “Defeasance Plan”):

- (1) The Board of Trustees hereby approves and orders that an aggregate principal amount of up to **\$2,500,000** in Outstanding Bonds shall be defeased (the “Defeased Bonds”), with the final aggregate amount and particularly maturities and amounts of the Defeased Bonds to be finally determined, specified, approved and designated by the District’s Superintendent or Business Manager of the District or the President of the Board (the “Authorized Officers”), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the Outstanding Bonds and the maturities and portions thereof shall be defeased, each of whom is hereby authorized to make such determination on behalf of the District, provided that the aggregate amount of Outstanding Bonds to be defeased shall not exceed **\$2,500,000** unless further approved and authorized by the Board.
- (2) The Defeased Bonds shall be called for redemption on the date or dates specified and determined by any of the Authorized Officers (the “Redemption Date”) pursuant to a written notice of redemption in such form as approved by any Authorized Officer.
- (3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Bonds, plus all accrued interest due and payable on the Defeased Bonds through the Redemption Date, plus the costs of issuance, shall be transferred out of the District’s Bond Interest and Sinking Fund and

deposited with the Paying Agent or other authorized Escrow Agent pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government Code, the District shall enter into one or more Escrow Agreements with the Paying Agent or other authorized Escrow Agent substantially in the form attached hereto as **Exhibit “B”**, the terms and provisions of which Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary (a) to carry out the Defeasance Plan designed for the District by the District’s Financial Advisor, **RBC Capital Markets, LLC**, and which shall be certified as to mathematical accuracy by either the District’s Financial Advisor or an independent accounting firm in a written verification report (the “Report”), as determined, approved and designated by any Authorized Officer (b) to maximize the District’s present value savings and/or to minimize the District’s costs of the defeasance, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Bonds and (d) to carry out the other intents and purposes of this Order, and the President, Superintendent, Business Manager or any other officer of the District is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary is hereby authorized to attest thereto and affix the District’s seal.

- (4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with the Paying Agent shall only be invested in the following: (1) cash, (2) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (3) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (4) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the “Escrowed Securities”). Furthermore, the deposit of the funds with the Paying Agent or Escrow Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the Defeased Bonds. Any of the Authorized Officers

are hereby authorized to approve and authorize the District to subscribe for, agree to purchase, and purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

- (5) The continuing engagement of the District's Financial Advisor, RBC Capital Markets, LLC, and of bond counsel, Creighton, Fox, Johnson & Mills, PLLC, and of the verification agent, if any, and of the Escrow Agent, to assist and serve the District in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

4. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Bonds and all liens securing same, the Board hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent and in incumbency certificate (the "Paying Agent Instructions"), in such forms and content as approved by any such Authorized Officer or any other officer or official representative of the District, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the Paying Agent to determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Bonds.

5. Further Action. Each of the Superintendent, the Business Manager, the President of the Board, or any other officer or official representative of the District, acting alone and without the necessity of the joinder of any other authorized District official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Bonds to be defeased pursuant to this Order, including but not limited to, designating and determining the principal amount of and maturities of Outstanding Bonds to be defeased, determining and setting the final Redemption Date, selecting and designating the Escrow Agent, making all arrangements necessary or appropriate with each of the Paying Agent and the Escrow Agent for the defeasance of the Defeased Bonds; making such deposits with the Paying Agent and/or Escrow Agent as may be necessary for the defeasance of the Defeased Bonds, approving the final terms of and execution of the Escrow Agreement, authorizing the investment of the funds held in the Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Bonds, including the costs of the District's financial advisor, bond counsel, the verification agent, and the fees and expenses of the Paying Agent and the Escrow Agent and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Bonds.

6. 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 Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

7. Severability. If any Section, paragraph, clause or provision of this Resolution 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 Resolution.

9. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency. Without limiting the generality of the foregoing, this order amends the Original Order and supersedes any conflicting provision contained in the Original Order.

[Signature page follows this page.]

PASSED AND APPROVED this _____ day of August, 2023.

Board President
Nederland Independent School District

ATTEST:

Board Secretary
Nederland Independent School District

(SEAL)

Exhibit "A" Outstanding Bonds

Exhibit "B" Escrow Agreement

EXHIBIT “A”

Schedule of Outstanding Bonds That May Be Defeased

All or any portion of any outstanding bonds of the District as determined by the Authorized Officers, including but not limited to, any of the following bonds and maturities thereof or any portion of such maturities:

Unlimited Tax Schoolhouse Bonds, Series 2013

Unlimited Tax Schoolhouse Bonds, Series 2014

Unlimited Tax Schoolhouse Bonds, Series 2015

Unlimited Tax School Building Bonds, Series 2019

Unlimited Tax School Building Bonds, Series 2021

EXHIBIT “B”
Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____, 2024 (the “Escrow Funding Date”), is made and entered into by and between **NEDERLAND INDEPENDENT SCHOOL DISTRICT**, an independent school district organized and existing under the Constitution and laws of the State of Texas (the "District"), and _____, a national banking association having a principal corporate trust office in _____, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the District has heretofore issued and there remains outstanding the District’s Unlimited Tax _____ (collectively the “Outstanding Obligations”), and the District desires to provide for the defeasance prior to maturity of all or a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of \$_____, as more particularly described in the Schedule of Defeased Bonds attached hereto as **Exhibit “A”** (the “Defeased Bonds”); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the District to deposit funds with the Paying Agent for the Defeased Bonds an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Bonds; and

WHEREAS, the Board of Trustees of the District has adopted an order authorizing the defeasance of the Defeased Bonds and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Bonds, thereby providing a net present value savings in debt service; and

WHEREAS, the District has provided pursuant to this Escrow Agreement for the application of funds of the District to provide for the payment of the Defeased Bonds; and

WHEREAS, the Board of Trustees of the District has further determined to effectuate the defeasance of the Defeased Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Bonds, the District and the Escrow Agent contract and

agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"District" shall mean the **NEDERLAND INDEPENDENT SCHOOL DISTRICT**, and any successor to its duties and functions.

"Escrow Agent" shall mean _____, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the District and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the District deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Bonds" shall mean **The Bank of New York Mellon Trust Company, N.A.**, and any successors thereto.

"Defeased Bond Order" shall mean the District's order authorizing the issuance, sale and delivery of the Defeased Bonds.

"Defeased Bonds" shall mean certain maturities of the Outstanding Obligations, in the aggregate principal amount of \$ _____, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the District's Order adopted August ____, 2023 authorizing the defeasance of the Defeased Bonds.

"Report" shall mean the verification report prepared by _____, relating to the defeasance of the Defeased Bonds, a copy of which is attached hereto as **Exhibit "B"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series at 0% Interest Rate ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the date of delivery of the Refunding Bonds, the District will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of \$_____ purchased at a purchase price of \$_____, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of \$_____.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Nederland Independent School District _____ 2024 Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Bonds, which payment shall be made by timely transfers to the Paying Agent for the Defeased Bonds of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Bonds for the payment of such

principal of and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Bonds.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Bonds as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Bonds in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Bonds as a segregated account for the respective holders of the Defeased Bonds in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Bonds for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Escrow Agent, the Paying Agent for the Defeased Bonds nor any other person shall be liable or responsible to any holders of such Defeased Bonds for any further payment of such unclaimed money or on account of any such Defeased Bonds.

(c) Except as provided in Article IV hereof, the District hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Bonds prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The District represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Bonds at the times and in the

amounts required to pay the interest on the Defeased Bonds as such interest comes due and to pay the principal of the Defeased Bonds as the Defeased Bonds mature or are redeemed. If any deficiency results from any error in the calculation of the report, the District shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Bonds; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District.

ARTICLE IV

REDEMPTION OF CERTAIN DEFEASED BONDS PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Bonds. The District has irrevocably exercised its option to call for redemption prior to maturity the Defeased Bonds as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Bonds Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

Bonds To Be Redeemed

Redemption Dates

See **Exhibit "A"** attached hereto

ARTICLE V

LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

5.02 Substitution of Securities. At the written request of the District, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the District and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Bonds to be an "arbitrage bond" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

ARTICLE VI

RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Bonds.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on **December 31, 2024**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District, at the District's request, within thirty (30) days following the end of such period a written report summarizing all

transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the District immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Bonds for timely payment of all interest on and principal of the Defeased Bonds.

ARTICLE VII

CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Bonds for the payments of the principal of and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow

Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the District, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a

fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. **IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

7.03 Compensation.

- (a) On the Escrow Funding Date, the District will pay the Escrow Agent, as a

fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of \$_____, in cash. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the District hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **The Bank of New York Mellon Trust Company, N.A.**, serves as Paying Agent for the Defeased Bonds. By execution of the Consent to Escrow Agreement attached hereto, **The Bank of New York Mellon Trust Company, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Bonds, and it will serve as Paying Agent for the Defeased Bonds for the compensation provided under the fee schedule currently in effect and it will look to the District directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the District for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the District shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the District. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

ARTICLE VIII

MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

Attention: _____

To the District:

Nederland Independent School District
220 17th Street
Nederland, TX 77627
ATTENTION: Superintendent

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Bonds or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the District, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Bonds.

8.04 Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Anti-Boycott Verification. The Escrow Agent represents that, to the extent this Escrow Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

(b) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

EXECUTED effective as of the Escrow Funding Date as defined herein.

_____, N.A.

By: _____

Name: _____

Title: _____

Nederland Independent School District

By: _____

President, Board of Trustees

(SEAL)

By: _____

Secretary, Board of Trustees

CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **The Bank of New York Mellon Trust Company, N.A.**, as Paying Agent for the Defeased Bonds (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Bonds. **The Bank of New York Mellon Trust Company, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

The Bank of New York Mellon Trust Company, N.A. agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Bonds for the compensation provided under the fee schedule currently in effect and it will look to the District directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the District for recovery of the fees owing under the paying agency agreement for which it serves.

The Bank of New York Mellon Trust Company, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Scheduled of Defeased Bonds

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Melissa J Wong
Initiated By

Dr. Stuart B Kieschnick
Recommended By

**Consider Adoption of
2023 – 2024 Budget
(DISCUSSION AND/OR ACTION)**

It is recommended that the Board consider the adoption of the 2023 – 2024 budget as presented on the following pages.

Nederland Independent School District
2023-2024 Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Instruction: 11					
Payroll costs	6100	27,995,477	0	0	27,995,477
Prof/Contract Svcs.	6200	422,020	0	0	422,020
Supplies/Materials	6300	1,093,470	0	0	1,093,470
Other Operating Costs	6400	67,865	0	0	67,865
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	16,500	0	0	16,500
Total Instruction		29,595,332	0	0	29,595,332
Instructional Resources: 12					
Payroll costs	6100	609,281	0	0	609,281
Prof/Contract Svcs.	6200	13,210	0	0	13,210
Supplies/Materials	6300	65,310	0	0	65,310
Other Operating Costs	6400	785	0	0	785
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Instr. Resources		688,586	0	0	688,586
Curr/Instr. Staff Dvlmt. 13					
Payroll costs	6100	416,882	0	0	416,882
Prof/Contract Svcs.	6200	68,600	0	0	68,600
Supplies/Materials	6300	3,300	0	0	3,300
Other Operating Costs	6400	179,855	0	0	179,855
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Curr/Instr. Staff Dvlmt.		668,637	0	0	668,637

Nederland Independent School District
Proposed Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Instructional Ldrshp: 21					
Payroll costs	6100	744,929	0	0	744,929
Prof/Contract Svcs.	6200	45,300	0	0	45,300
Supplies/Materials	6300	7,300	0	0	7,300
Other Operating Costs	6400	19,800	0	0	19,800
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Instructional Ldrshp.		817,329	0	0	817,329
School Leadership: 23					
Payroll costs	6100	2,662,164	0	0	2,662,164
Prof/Contract Svcs.	6200	8,920	0	0	8,920
Supplies/Materials	6300	28,680	0	0	28,680
Other Operating Costs	6400	55,155	0	0	55,155
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total School Leadership		2,754,919	0	0	2,754,919
Guidance/Counseling: 31					
Payroll costs	6100	2,791,507	0	0	2,791,507
Prof/Contract Svcs.	6200	44,590	0	0	44,590
Supplies/Materials	6300	108,750	0	0	108,750
Other Operating Costs	6400	14,500	0	0	14,500
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Guidance/Counseling		2,959,347	0	0	2,959,347

Nederland Independent School District
Proposed Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Health Services: 33					
Payroll costs	6100	518,558	0	0	518,558
Prof/Contract Svcs.	6200	5,800	0	0	5,800
Supplies/Materials	6300	21,730	0	0	21,730
Other Operating Costs	6400	4,325	0	0	4,325
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Health Services		550,413	0	0	550,413
Student Transportation: 34					
Payroll costs	6100	810,416	0	0	810,416
Prof/Contract Svcs.	6200	17,500	0	0	17,500
Supplies/Materials	6300	114,900	0	0	114,900
Other Operating Costs	6400	36,600	0	0	36,600
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Student Transportation		979,416	0	0	979,416
Child Nutrition: 35					
Payroll costs	6100	0	1,372,500	0	1,372,500
Prof/Contract Svcs.	6200	0	12,200	0	12,200
Supplies/Materials	6300	0	1,338,500	0	1,338,500
Other Operating Costs	6400	0	2,800	0	2,800
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Child Nutrition		0	2,726,000	0	2,726,000

Nederland Independent School District
Proposed Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Co/Extracurricular Activities: 36					
Payroll costs	6100	1,095,412	0	0	1,095,412
Prof/Contract Svcs.	6200	123,025	0	0	123,025
Supplies/Materials	6300	266,650	0	0	266,650
Other Operating Costs	6400	456,365	0	0	456,365
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Co/Extracurricular:		1,941,452	0	0	1,941,452
General Administration: 41					
Payroll costs	6100	1,097,570	0	0	1,097,570
Prof/Contract Svcs.	6200	129,000	0	0	129,000
Supplies/Materials	6300	49,500	0	0	49,500
Other Operating Costs	6400	71,500	0	0	71,500
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total General Administration		1,347,570	0	0	1,347,570
Plant Maintenance: 51					
Payroll costs	6100	3,090,649	0	0	3,090,649
Prof/Contract Svcs.	6200	2,331,600	0	0	2,331,600
Supplies/Materials	6300	468,070	0	0	468,070
Other Operating Costs	6400	1,889,700	0	0	1,889,700
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Plant Maintenance		7,780,019	0	0	7,780,019

Nederland Independent School District
Proposed Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Security/Monitoring: 52					
Payroll costs	6100	130,690	0	0	130,690
Prof/Contract Svcs.	6200	419,500	0	0	419,500
Supplies/Materials	6300	5,000	0	0	5,000
Other Operating Costs	6400	1,000	0	0	1,000
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Security/Monitoring		556,190	0	0	556,190
Data Processing: 53					
Payroll costs	6100	749,695	0	0	749,695
Prof/Contract Svcs.	6200	501,200	0	0	501,200
Supplies/Materials	6300	83,500	0	0	83,500
Other Operating Costs	6400	7,100	0	0	7,100
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	210,600	0	0	210,600
Total Data Processing		1,552,095	0	0	1,552,095
Community Services: 61					
Payroll costs	6100	161,470	0	0	161,470
Prof/Contract Svcs.	6200	6,800	0	0	6,800
Supplies/Materials	6300	3,660	0	0	3,660
Other Operating Costs	6400	9,465	0	0	9,465
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Community Services		181,395	0	0	181,395

Nederland Independent School District
Proposed Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Debt Service: 71					
Payroll costs	6100	0	0	0	0
Prof/Contract Svcs.	6200	0	0	0	0
Supplies/Materials	6300	0	0	0	0
Other Operating Costs	6400	0	0	0	0
Debt Service	6500	0	0	12,357,874	12,357,874
Capital Outlay >\$5,000	6600	0	0	0	0
Total Debt Service		0	0	12,357,874	12,357,874
Facilities Acquisition/Construction: 81					
Payroll costs	6100	0	0	0	0
Prof/Contract Svcs.	6200	0	0	0	0
Supplies/Materials	6300	0	0	0	0
Other Operating Costs	6400	0	0	0	0
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Facilities/Acq/Constructio		0	0	0	0
Juvenile Alt. Ed. Payments: 95					
Payroll costs	6100	0	0	0	0
Prof/Contract Svcs.	6200	48,350	0	0	48,350
Supplies/Materials	6300	0	0	0	0
Other Operating Costs	6400	0	0	0	0
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Juvenile Alt. Ed. Pmts.		48,350	0	0	48,350

Nederland Independent School District
Proposed Budget by Function

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Intergovernmental Charges: 99					
Payroll costs	6100	0	0	0	0
Prof/Contract Svcs.	6200	400,000	0	0	400,000
Supplies/Materials	6300	0	0	0	0
Other Operating Costs	6400	0	0	0	0
Debt Service	6500	0	0	0	0
Capital Outlay >\$5,000	6600	0	0	0	0
Total Intergovernmental chgs.		400,000	0	0	400,000
TOTAL FUND		52,821,050	2,726,000	12,357,874	67,904,924

Nederland Independent School District
Proposed Budget by Object
2023-2024

Category	Object Code	General Fund	Child Nutrition Fund	Debt Fund	Total All Funds
Fund Balance-Sept. 1		\$13,791,000	\$945,738	\$4,586,147	19,322,885
Revenues:					
Local Sources	5700	26,314,200	1,025,000	11,346,000	38,685,200
State Sources	5800	22,475,000	14,000	1,000,000	23,489,000
Federal Sources	5900	512,300	2,000,000	0	2,512,300
Total Revenues		\$49,301,500	\$3,039,000	\$12,346,000	\$64,686,500
Expenditures:					
Payroll costs	6100	42,874,700	1,372,500	0	44,247,200
Prof/Contract Svcs.	6200	4,585,415	12,200	0	4,597,615
Supplies/Materials	6300	2,319,820	1,338,500	0	3,658,320
Other Operating Costs	6400	2,814,015	2,800	0	2,816,815
Debt Service	6500	0	0	12,357,874	12,357,874
Capital Outlay >\$5,000	6600	227,100	0	0	227,100
Total Expenditures		\$52,821,050	\$2,726,000	\$12,357,874	\$67,904,924
Excess/(Deficiency) of					
Revenues over Expenditures		(3,519,550)	313,000	(11,874)	(3,218,424)
Less QSCB Escrow				(2,440,002)	(2,440,002)
Fund Balance-August 31		\$10,271,450	\$1,258,738	\$2,134,271	\$13,664,459

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Melissa J Wong
Initiated By

Dr. Stuart B Kieschnick
Recommended By

**Consider Adoption Of
2023 - 2024 Tax Rate Resolution**

DISCUSSION AND/OR ACTION

It is recommended that the Board adopt the Resolution for a Maintenance and Operations tax rate of \$0.6982 and an Interest and Sinking tax rate of \$.30 for a combined tax rate of \$0.9982 for the 2023 – 2024 school year.

Resolution of the Board to Set Tax Rate

Date: August 21, 2023

On this date, we, the Board of Trustees of the Nederland Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2023 at a total tax rate of \$ 0.9982, to be assessed and collected by the duly specified assessor and collector as follows:

\$.6982 for the purpose of maintenance and operations, and

\$.30 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 21st day of August 2023, by the Board of Trustees.

President's signature

Secretary's signature



TEXAS ARCADIS, INC.
P. O. Box 891209
Houston TX 77289 USA
(281) 286-6605
ibigrouptexas.com

Project Status Report

Prepared for: Nederland Independent School District
Prepared by: Arcadis

August 21, 2023

ACTIVE PROJECTS

- Bulldog Stadium Renovations and Upgrades – Phase 2 & Phase 3
Arcadis Project No. 201921
- Nederland High School – Building Package
Arcadis Project No. 201923-B
- Langham Elementary School Additions and Renovations
Arcadis Project No. 201925
- Hillcrest Elementary School Additions and Renovations
Arcadis Project No. 201927
- Highland Park Elementary School Additions and Renovations
Arcadis Project No. 201929
- Helena Park Elementary School Additions and Renovations
Arcadis Project No. 201931
- Central Middle School Renovations
Arcadis Project No. 201917
- CO Wilson Middle School Renovations
Arcadis Project No. 201919

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- H. B. Neild will provide their assessment of the progress.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
TOTAL	0	

6) Current Project Schedule/Completion Dates:

- H. B. Neild will provide their assessment of the progress.

7) Original Substantial Completion Date:

- Scheduled Substantial Completion is July 30, 2023.

8) Time Extension Request:

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date
001	12-21-22	N/A (New Date)	June 30, 2023

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- H. B. Neild will provide their assessment of the progress.

5) Weather Days:

Requested to Date	Pending to Date	Approved to Date
N/A	N/A	N/A

6) Current Project Schedule/Completion Dates:

- H. B. Neild will provide their assessment of the progress.

7) Substantial Completion Date:

- Scheduled Substantial Completion is July 30, 2023.

8) Time Extension Request:

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date
001	12-21-22		June 30, 2023

Project Contingency Allowance Summary

ALLOWANCES	Original Amount	Pending	Approved	Balance
Owner Contingency	\$800,000.00	\$20,867.00	\$520,102.38	\$279,897.62
Contractor Contingency	\$910,744.00	\$0	\$604,453.35	\$306,290.65
Site/Existing Structures Enhancement	\$ 40,000.00	\$0	\$0	\$ 40,000.00
Signage	\$ 50,000.00	\$0	\$0	\$ 50,000.00
Super Graphics	\$ 35,000.00	\$0	\$0	\$ 35,000.00
Graphic Wall Surfacing	\$ 65,000.00	\$0	\$0	\$ 65,000.00
Moving Contingency	\$100,000.00	\$0	\$0	\$100,000.00
Surveillance System	\$ 70,000.00	\$0	\$0	\$ 70,000.00

3) Current Project Status:

- Submittal reviews are complete.
- H. B. Neild will provide their assessment of the progress.
- Arcadis and Consultants are responding to RFI's as needed.

4) Outstanding Project Issues:

- Nothing to report this month.

5) Weather Days:

- There has been a significant number of rain days since starting construction.

Month, Year	Number of Days	Pending/Approved
Thru July, 2022	113	Approved - Change Order 1-4
August, 2022	11	Approved - Change Order 5
September, 2022	01	Approved - Change Order 5
October, 2022	05	Approved - Change Order 5
November, 2022	08	Approved - Change Order 5
December, 2022	07	Approved - Change Order 5
January, 2023	06	Approved - Change Order 5
TOTAL	151	

6) Current Project Schedule/Completion Dates:

- Construction Schedule Refer to CMAR Schedule

7) Original Substantial Completion Date:

- July 31, 2023

8) Time Extension / GMP Revision Request(s):

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date	GMP Increased Amount	NEW GMP Amount
001	12/13/2021	66 Calendar	October 5, 2023	N/A	N/A
002	02/22/2022	03 Calendar	October 8, 2023	N/A	N/A
003	05/24/2022	23 Calendar	October 31, 2023	N/A	N/A
004	08/16/2022	21 Calendar	November 21, 2023	N/A	N/A
005	02/13/2023	38 Calendar	December 29, 2023	N/A	N/A
006	05/16/2023	0	N/A	\$591,524.99	\$74,409,531.99
007	05/24/2023	0	N/A	\$ 37,265.87	\$74,446,797.86

Project Contingency Allowance Summary

ALLOWANCES	Original Amount	Pending	Approved	Balance
Owner Contingency Allowance	\$500,000.00	\$47,394.30	\$244,552.75	\$255,447.25
Contractor Contingency Allowance	\$609,400.00	\$0	\$68,601.60	\$540,798.40
Existing Floor Repair Allowance	\$ 75,000.00	\$0	\$0	\$ 75,000.00
Room Signage Allowance	\$ 20,000.00	\$0	\$0	\$ 20,000.00
Super Graphics Allowance	\$ 12,000.00	\$0	\$0	\$ 12,000.00
Surveillance System Allowance	\$ 30,000.00	\$0	\$0	\$ 30,000.00

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- Nothing to report this month.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
February, 2022	07	Approved – Change Order 1
April, 2022	03	Approved – Change Order 2
May, 2022	07	Approved – Change Order 2
June, 2022	05	Approved – Change Order 2
July, 2022	09	Approved – Change Order 2
August, 2022	11	Approved – Change Order 3
September, 2022	01	Approved – Change Order 3
October, 2022	05	Approved – Change Order 3
November, 2022	08	Approved – Change Order 3
December, 2022	01	Approved – Change Order 3
January, 2023	06	Approved – Change Order 3
TOTAL	63	

6) Current Project Schedule/Completion Dates:

- Construction Schedule Refer to CMAR Schedule

7) Original Substantial Completion Date:

- Interior Toilet Room Renovations: August 9, 2022 – Certificate issued.
- New Addition and Sitework: June 23, 2023
- New Classroom Addition scheduled Substantial Completion is July 21, 2023; excluding existing Cafeteria renovations.

8) Time Extension / GMP Revision Request(s):

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date	GMP Decreased Amount	NEW GMP Amount
001	04/26/2022	07 Calendar	June 30, 2023	N/A	
002	09/06/2022	24 Calendar	July 24, 2023	N/A	
003	02/13/2023	38 Calendar	August 31, 2023	N/A	
004	05/16/2023	0	N/A	\$174,168.16	\$15,666.862.84
005	05/24/2023	0	N/A	\$ 10,972.39	\$15,655.890.45
006	06/07/2023	0	N/A	\$ 7,172.00*	\$15,648,718.45

*(Correcting error on GMP Original Amount on Change Orders – Pay Applications GMP amount are correct.)

Project Contingency Allowance Summary

ALLOWANCES	Original Amount	Pending	Approved	Balance
Owner Contingency Allowance	\$ 475,000.00	\$76,324.72	\$371,722.38	\$103,277.62
Contractor Contingency Allowance	\$ 759,346.00	\$8,100.00	\$139,016.53	\$620,329.47
Room Signage Allowance	\$ 20,000.00	\$0	\$0	\$ 20,000.00
Surveillance System Allowance	\$ 30,000.00	\$0	\$0	\$ 30,000.00

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- Nothing to report this month.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
April, 2022	03	Approved – Change Order 2
May, 2022	07	Approved – Change Order 2
June, 2022	05	Approved – Change Order 2
July, 2022	09	Approved – Change Order 2
August, 2022	11	Approved – Change Order 3
September, 2022	01	Approved – Change Order 3
October, 2022	05	Approved – Change Order 3
November, 2022	08	Approved – Change Order 3
December, 2022	07	Approved – Change Order 3
January, 2023	06	Approved – Change Order 3
TOTAL	62	

6) Current Project Schedule/Completion Dates:

- Construction Schedule Refer to CMAR Schedule

7) Original Substantial Completion Date:

- Interior Toilet Room Renovations: August 9, 2022 – Certificate issued.
- New Classroom Addition scheduled Substantial Completion is July 21, 2023; excluding Kitchen & Cafeteria renovations.

8) Time Extension / GMP Revision Request(s):

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date	GMP Decreased Amount	NEW GMP Amount
001	07-22-22	25 Business	July 25, 2023	N/A	N/A
002	09-06-22	24 Business	August 18, 2023	N/A	N/A
003	02-13-23	38 Business	September 25, 2023	N/A	N/A
004	05-16-23	0	N/A	\$161,000.82	\$11,771,683.18
005	05-24-23	0	N/A	\$10,143.05	\$11,761,540.13

Project Status Report

Highland Park Elementary School Additions and Renovations

Nederland Independent School District

Arcadis Project No. 201929

August 21, 2023

1) Project Team:

Owner	Nederland ISD	Superintendent	Dr. Stuart Kieschnick
		Assistant Supt. For Curriculum & Instruction	Dr. Steven Beagle
		Assistant Supt. for Human Resources & Operations	Bill Jardell
		Director of Instructional Technology	Carol Evans
		Business Manager	Melissa Wong
Architect	Arcadis	Partner in Charge	Daniel Brewster
		Project Manager	Brad Hughes
		Field Representative	Larry Lynn
Contractor	H. B. Neild & Sons, Inc.	Project Manager	Thomas Neild
		Project Engineer	Ty Neild
Consultants		MEP	M&E Consulting
		Civil	Fittz & Shipman
		Structural	Fittz & Shipman
		Food Service	FDP
		Asbestos	SETX Environmental
		Geotech	SEI
		TDLR	Design Access, LLC
		Survey	Sou-Tex

2) Contract Status:

Master O/A Agreement	2019-05-29
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HB Neild Pay App Summary (As of Pay App # 16 – July, 2023)

Construction Contract Amount	\$11,638,435.00
Less Change Order 003	\$ 147,153.95
<i>(Contingency Allowance amounts moved to High School)</i>	
Less Change Order 004	\$ 9,270.70
Revised Construction Contract Amount	\$11,482,010.35
Less Construction Paid to Date	<u>\$ 8,717,954.27</u>
Balance to Finish	\$ 2,764,056.08
Percentage Completed	79.92%

Project Contingency Allowance Summary

ALLOWANCES	Original Amount	Pending	Approved	Balance
Owner Contingency	\$ 475,000.00	\$22,111.00	\$127,275.91	\$347,724.09
Contractor Contingency	\$ 485,450.00	\$0	\$136,505.47	\$348,944.53
Room Signage	\$ 20,000.00	\$0	\$0	\$ 20,000.00
Surveillance System	\$ 30,000.00	\$0	\$0	\$ 30,000.00

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- Nothing to report this month.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
April, 2022	03	Approved – Change Order 1
May, 2022	07	Approved – Change Order 1
June, 2022	05	Approved – Change Order 1
July, 2022	09	Approved – Change Order 1
August, 2022	11	Approved – Change Order 2
September, 2022	01	Approved – Change Order 2
October, 2022	05	Approved – Change Order 2
November, 2022	08	Approved – Change Order 2
December, 2022	07	Approved – Change Order 2
January, 2023	06	Approved – Change Order 2
TOTAL	62	

6) Current Project Schedule/Completion Dates:

- Construction Schedule Refer to CMAR Schedule

7) Original Substantial Completion Date:

- Interior Toilet Room Renovations: August 9, 2022 – Certificate issued.
- New Classroom Addition scheduled Substantial Completion is July 21, 2023; excluding Kitchen & Cafeteria renovations.

8) Time Extension / GMP Revision Request(s):

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date	GMP Decreased Amount	NEW GMP Amount
001	09/06/22	24 (Calendar)	July 24, 2023	N/A	N/A
002	02/13/23	38 (Calendar)	August 31, 2023	N/A	N/A
003	05/16/23	0	N/A	\$147,153.95	\$11,491,281.05
004	05/24/23	0	N/A	\$9,270.70	\$11,482,010.35

Project Status Report

Helena Park Elementary School Additions and Renovations

Nederland Independent School District

Arcadis Project No. 201931

August 21, 2023

1) Project Team:

Owner	Nederland ISD	Superintendent	Dr. Stuart Kieschnick
		Assistant Supt. For Curriculum & Instruction	Dr. Steven Beagle
		Assistant Supt. for Human Resources & Operations	Bill Jardell
		Director of Instructional Technology	Carol Evans
		Business Manager	Melissa Wong
Architect	Arcadis	Partner in Charge	Daniel Brewster
		Project Manager	Brad Hughes
		Field Representative	Larry Lynn
Contractor	H. B. Neild & Sons, Inc.	Project Manager	Thomas Neild
		Project Engineer	Ty Neild
Consultants		MEP	M&E Consulting
		Civil	Fittz & Shipman
		Structural	Fittz & Shipman
		Food Service	FDP
		Asbestos	SETX Environmental
		Geotech	SEI
		TDLR	Design Access, LLC
		Survey	Sou-Tex

2) Contract Status:

Master O/A Agreement	2019-05-29
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HB Neild Pay App Summary (As of Pay App # 15 July, 2023)

Construction Contract Amount	\$11,988,808.00
Less Change Order 003	\$ 109,202.06
<i>(Contingency Allowance amount moved to High School)</i>	
Less Change Order 004	\$ 6,879.73
<i>(General Conditions and Contractor Fee moved to High School)</i>	
Revised Construction Contract Amount	\$11,872,726.21
Less Construction Paid to Date	\$ 9,186,493.07
Balance to Finish	\$ 2,686,233.14
Percentage Completed	81.45%

Project Contingency Allowance Summary

ALLOWANCES	Original Amount	Pending	Approved	Balance
Owner Contingency	\$ 400,000.00	\$78,361.00	\$235,716.04	\$ 164,283.96
Contractor Contingency	\$ 413,666.00	\$0	\$122,333.20	\$ 291,332.80
Room Signage Allowance	\$ 20,000.00	\$0	\$0	\$ 20,000.00
Surveillance System Allowance	\$ 30,000.00	\$0	\$0	\$ 30,000.00

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- Nothing to report this month.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
April, 2022	03	Approved – Change Order 1
May, 2022	07	Approved – Change Order 1
June, 2022	05	Approved – Change Order 1
July, 2022	09	Approved – Change Order 1
August, 2022	11	Approved – Change Order 2
September, 2022	01	Approved – Change Order 2
October, 2022	05	Approved – Change Order 2
November, 2022	08	Approved – Change Order 2
December, 2022	07	Approved – Change Order 2
January, 2023	06	Approved – Change Order 2
TOTAL	62	

6) Current Project Schedule/Completion Dates:

- Construction Schedule Refer to CMAR Schedule

7) Original Substantial Completion Date:

- Interior Toilet Room Renovations: August 9, 2022 – Certificate issued.
- New Classroom Addition scheduled Substantial Completion is July 21, 2023; excluding Kitchen & Cafeteria renovations.

8) Time Extension / GMP Revision Request(s):

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date	GMP Decreased Amount	NEW GMP Amount
001	09/06/22	24	July 24, 2023	N/A	N/A
002	02/13/23	38	August 31, 2023	N/A	N/A
003	05/16/23	0	N/A	\$109,202.06	\$11,879,605.94
004	05/24/23	0	N/A	\$ 6,879.73	\$11,872,726.21

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- None to report this month.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
N/A	N/A	N/A

6) Current Project Schedule/Completion Dates:

- H. B. Neild will provide their assessment of the progress.

7) Original Substantial Completion Date:

- July 31, 2023

8) Time Extension Request:

- None to report this month.

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date
N/A	N/A	N/A	N/A

3) Current Project Status:

- H. B. Neild will provide their assessment of the progress.
- The project has been inspected for ADA compliance and report to follow.
- Arcadis and Consultants to supplement H. B. Neild Punch List.

4) Outstanding Project Issues:

- None to report this month.

5) Weather Days:

Month, Year	Number of Days	Pending/Approved
N/A	N/A	N/A

6) Current Project Schedule/Completion Dates:

- H. B. Neild will provide their assessment of the progress.

7) Original Substantial Completion Date:

- July 31, 2023

8) Time Extension Request:

- None to report this month.

AIA Change Order #	Date	Number of Days	NEW Substantial Completion Date
N/A	N/A	N/A	N/A

MAINTENANCE AND TRANSPORTATION REPORT

Transportation Department

The following is a report of the total number of trips, miles traveled and cost for the school buses and service vehicles for the month of July 2023.

Bus Trips

Cost \$2.00 per mile for buses other than the 19 passenger buses which are \$.75 per mile. If coaches/teachers drive the school bus, the cost is \$1.50 per mile.

Campuses	Trips	Miles	Cost
Nederland High School	3	1078	\$1,157.08
Alternative School			
Central Middle School	1	180	103.50
C.O. Wilson Middle School			
Helena Park Elementary			
Highland Park Elementary			
Hillcrest Elementary			
Langham Elementary			
Administration Building			
Totals for July	4	1258	\$1,260.58
Totals for Year	1200	63,682.75	\$101,825.68

Service Vehicle Trips: Cost 57.5 cents per mile.

Campuses	Trips	Miles	Cost
Nederland High School	4	1901	\$1,076.80
Alternative School			
Central Middle School			
C.O. Wilson Middle School			
Helena Park Elementary			
Highland Park Elementary			
Hillcrest Elementary			
Langham Elementary			
Administration Building	1	7	5.25
Totals for July	5	1908	\$1,082.05
Totals for Year	119	19778	\$13,796.87

Bus & Service Trips	Trips	Miles	Cost
Grand Totals for July	9	3166	\$2,342.63
Grand Totals for Year	1319	83460.75	\$115,622.55

Nederland ISD Maintenance Department

Projects Completed

July 2023

Nederland High School

Serviced HVAC pumps for the PAC– complete

Serviced the HVAC chillers for the PAC – complete

Serviced the HVAC pumps for the CTE Building – complete

Serviced all HVAC units for the Male Athletics – complete

Inspected all interior and exterior lighting and made necessary repairs - complete

Cleaned exterior wall of Male Athletics - complete

Central

Serviced four Bard HVAC units for the fifth grade wing – complete

Service four HVAC Bard units for girls athletics – complete

Inspected interior and exterior lighting and made necessary repairs – complete

Serviced a HVAC split system for the fifth grade wing – complete

Cleaned exterior wall of fifth grade wing - complete

C. O. Wilson

Painted eight classrooms – complete

Inspected all interior and exterior lighting and made necessary repairs– complete

Cleaned exterior wall of cafeteria - complete

Helena Park Elementary

Changed rotation on twenty one HVAC rooftop units due to new Entergy service installation- complete

Inspected all interior and exterior lighting and made necessary repairs - complete

Highland Park

Inspected all interior and exterior lighting and made necessary repairs - complete

Nederland ISD Maintenance Department

Projects Completed

July 2023

Hillcrest Elementary

Inspected all interior exterior lighting and made necessary repairs- complete

Langham Elementary

Removed lockers in rooms 1, 3 and 11, and then boxed in the openings – complete

Service and cleaned all rooftop HVAC units - complete

Inspected all interior and exterior lighting and made necessary repairs– complete

Administration

Serviced ten HVAC units– complete

Serviced Maintenance lounge ice machine and changed filters – complete

All Campuses and Ag Facility

Completing multiple gate and door security repairs – ongoing

Moving furniture for waxing, room reassignments and equipment for kitchens – ongoing

Preparing cores and keys for new additions - ongoing

Nederland Independent School District

Work Order Report by Request Type

July 1, 2023 – July 31, 2023

	Complete	Opened
Carpenters	17	17
Custodial	11	10
Electrical	137	141
General Maintenance	13	12
Grounds	5	4
HVAC	79	73
Locksmith	8	12
Painter	3	4
Plumbing	11	5
Warehouse	13	13
Planner	5	0
Other	0	0
Contracted Services	4	0
Kitchen	3	3
Totals	306	291

Nederland Independent School District

Work Order Report by Campus

July 1, 2023 – July 31, 2023

Campus	Complete	Opened
Administration	25	22
Alternative Campus	1	0
Central MS	80	73
Helena Park	18	19
Highland Park	6	5
Hillcrest	6	8
Langham	12	12
NHS	108	106
Wilson MS	50	46
Totals	306	291

Seamless Summer Option Feeding Program
June 1 - 28, 2023

	<u>NHS</u>	<u>Central</u>	<u>Total</u>
Number of Days Served	20	17	
<u>Meals Served</u>			
Breakfast	6,966	1,497	8,463
Lunch	4,884	0	4,884
Total Meals Served	11,850	1,497	13,347
Average Breakfast Meals/Day	348	88	436
Average Lunch Meals/Day	244	0	244
<u>Revenue</u>			
Local	\$417.05	\$0.00	\$417.05
Federal	\$40,228.24	\$4,004.09	\$44,232.33
Total Revenue	\$40,645.29	\$4,004.09	\$44,649.38
<u>Expenses</u>			
Food/Supplies	\$9,246.38	\$483.39	\$9,729.77
Labor	\$10,715.00	\$968.75	\$11,683.75
Total Expenses	\$19,961.38	\$1,452.14	\$21,413.52
Profit/Loss	\$20,683.91	\$2,551.95	\$23,235.86

PERSONNEL ABSENTEE REPORT

AUGUST 21, 2023

SCHOOL	TEACHER DAYS ABSENT		ADMINISTRATIVE DAYS ABSENT		OTHER PERSONNEL HOURS ABSENT	
	JUL 23	JUL 22	JUL 23	JUL 22	JUL 23	JUL 22
	HELENA PARK ELEM	0	0	0	8.50	0.0
HIGHLAND PARK ELEM	0	0	0	5.00	8.00	.75
HILLCREST ELEM	0	0	0	0.00	0	0.0
LANGHAM ELEM	0	0	0	1.00	0	8.00
CENTRAL MIDDLE SCH	0	0	2.00	3.50	0	8.00
C.O. WILSON MIDDLE SCH	0	0	2.00	1.50	3.75	8.00
NEDERLAND HIGH SCH	10.00	12.00	1.50	2.50	12.50	67.50
ALTERNATIVE SCHOOL	0	0	0	0.00	8.00	0.00
ADMINISTRATION OFFICES	0	0	19.00	36.00	204.25	160.25
MAINT/TRANS/CUST DEPT.			5.50	5.50	578.50	471.75
CHILD NUTRITION			4.00	2.00	0	8.00
TOTALS	10.00	12.00	34.00	60.50	824.25	732.25

REASONS FOR ABSENCES	NUMBER DAYS ABSENT		NUMBER HOURS ABSENT	
	JUL 23	JUL 22	JUL 23	JUL 22
	PERSONAL LEAVE	12.50	23.50	339.00
PERSONAL ILLNESS	9.00	18.50	337.50	359.25
ILLNESS IN FAMILY	5.50	1.00	112.75	31.25
DEATH IN FAMILY	0	0.00	27.00	38.75
EXCUSED ABSENCE	0	0.00	0	0.00
FAMILY EMERGENCY	0	0.00	0	0.00
INSTRUCTIONAL LEAVE	17.00	28.50	8.00	12.00
JURY DUTY/SUBPOENA	0	1.00	0	0.00
FRIENDS (FHF) DONOR	0	0.00	0	0.00
FRIENDS (FHF) RECIPIENT	0	0.00	0	0.00
FAMILY/MILITARY LEAVE	0	0.00	0	0.00
TOTALS	44.00	113.50	824.25	1713.00

PERSONNEL REPORT

August 21, 2023

PROFESSIONAL

1. RESIGNATION

<u>Name:</u>	<u>School & Assignment:</u>	<u>Effective Date:</u>
Jander, Chasity	Highland Park Elementary Teacher/ Kindergarten	July 24, 2023

2. REASSIGNMENT

<u>Name & Effective Date:</u>	<u>From: School & Assignment:</u>	<u>To: School & Assignment:</u>
Barrow, Seth August 10, 2023 (Reclassified Assignment)	Nederland High School Teacher/ Math	Central Middle School C.O. Wilson Middle School Teacher/ Interventionist-Math
Bunch, Carol August 10, 2023 (Replacing: New Position)	Langham Elementary Teacher/5 th Grade	District Wide Teacher/ Interventionist
Guthrie, Chris August 1, 2023 (Replacing: Adam Busby)	Administration Asst. Network Manager	Administration Network Administrator
McDaniel, Martha August 10, 2023 (Replacing: Karen Bruno)	Central Middle School Aide/ Special Education- BEST	Central Middle School Teacher/Special Education- BEST
Ward, Rebecca August 10, 2023 (Replacing: Carol Bunch)	Langham Elementary Teacher/ 4 th Grade	Langham Elementary Teacher/ 5 th Grade

3. EMPLOYMENT

<u>Name:</u>	<u>School & Assignment:</u>	<u>Effective Date:</u>
Chapman, Sarah Certified: Core Subjects with STR (EC-6) English as Second Language (EC-6) (Replacing: Monica Hopper)	Langham Elementary Teacher/ 2 nd Grade	August 10, 2023
Ellis, Kelly Certified: Elementary Self-Contained (1-8) Elementary Reading (1-8) Kindergarten (PK-KG) (Replacing: Robert Cessna)	C.O. Wilson Middle School Teacher/ 7 th Grade	August 10, 2023

Enterline, Laura G.
Certified:
Elementary Self-Contained (1-8)
Elementary History (1-8)
Kindergarten (PK-KG)
(Replacing: Chasity Jander)

Highland Park Elementary
Teacher/ Kindergarten

August 10, 2023

Spell, Aaron T.
(Replacing: Chris Guthrie)

Administration
Assistant Network Administrator

August 7, 2023

PARAPROFESSIONAL

1. REASSIGNMENT

Name &
Effective Date:

From: School &
Assignment:

To: School &
Assignment:

McCord, Angel
August 10, 2023
(Replacing: Jennifer Cline)

Central Middle School
Aide/ Special Education- Life Skills

Central Middle School
Aide/ Special Education-
Content Mastery

Patterson, Stephanie
August 14, 2023
(Replacing: Angel McCord)

Nederland High School
Aide/ Special Education-
Life Skills

Central Middle School
Aide/ Special Education-
Life Skills

2. EMPLOYMENT

Name:

School &
Assignment:

Effective Date:

Cloyd, Rhonda
(Replacing: Gabriella Martinez)

Langham Elementary
Aide/ English Second Language

August 10, 2023

AUXILIARY

1. RESIGNATION

Name:

School &
Assignment:

Effective Date:

Blevins, Aaron

Administration
Computer Technician

July 28, 2023

Viator, Derrick

Administration
Computer Technician

August 4, 2023

2. REASSIGNMENT

<u>Name & Effective Date:</u>	<u>From: School & Assignment:</u>	<u>To: School & Assignment:</u>
Eldridge, Gage August 16, 2023 (Replacing: Tyler Hebert)	Maintenance Groundskeeper	Maintenance General Maintenance/ Warehouse
Flemings, Monica August 10, 2023 (Replacing: Margarita Garcia-Martinez)	C.O. Wilson Middle School 6hr/ 187 day Custodian	Helena Park Elementary 8hr/ 187 day Custodian
Miller, Tamara August 16, 2023 (Replacing: Michelle Conrad)	Nederland High School 8hr/ 250day Custodian	Nederland High School 8hr/ 250day Custodian- Athletics

3. EMPLOYMENT

<u>Name:</u>	<u>School & Assignment:</u>	<u>Effective Date:</u>
Metcalf, Michael (Replacing: New Position)	Hillcrest Elementary Security Guard	August 16, 2023
Ochoa, Alejandra (Replacing: Felix Richard)	Nederland High School 8hr/ 250day Custodian	August 16, 2023
Ochoa, Martha (Replacing: Angela Espinoza)	Nederland High School 8hr/ 187day Custodian	August 16, 2023

4. REQUEST FOR TEMPORARY DISABILITY LEAVE

<u>Name:</u>	<u>School & Assignment:</u>	<u>Effective Date:</u>
Day, Wanda	Central Middle School 6hr Child Nutrition	August 14, 2023

Nederland Independent School District
TAX REPORT
as of July 31, 2023

2022 Taxable Value	\$2,996,810
Tax Rate	1.172
Projected Collections	\$35,122,621
Frozen Levy Collections	\$2,674,942
Total Collections	\$37,797,563
Chapter 313	\$994,756
Total Tax Levy	\$38,792,319
Current Collections to Date	\$38,266,026.69
Balance to Receive	\$526,292

TAX COLLECTIONS RECAP

ACTUAL vs. BUDGET:	Monthly	Year-to-Date	Budget
<i>General Fund</i>			
Current Taxes	\$69,489.37	\$27,730,843.22	\$28,158,000
Delinquent Taxes	(24,599.31)	(56,963.37)	\$250,000
Penalty & Interest	15,081.98	193,866.39	\$200,000
<i>Interest & Sinking Fund</i>			
Current Taxes	\$23,906.89	\$10,535,183.47	\$10,682,000
Delinquent Taxes	(9,374.31)	(26,742.36)	\$30,000
Penalty & Interest	4,279.64	59,930.39	\$25,000
TOTALS	\$78,784.26	\$38,436,117.74	\$39,345,000

ACTUAL vs. PRIOR YEAR:	Year-to-Date	Prior Year	Change
Current Taxes	38,266,026.69	\$36,576,900.39	\$1,689,126.30
Perct. Of Current Collections	98.64%	98.34%	0.30%
Delinquent Taxes	(83,705.73)	202,878.44	(\$286,584.17)
Penalty & Interest	253,796.78	22,760.52	\$231,036.26
TOTALS	\$38,436,117.74	\$36,802,539.35	\$1,633,578.39

Note: Collections through August were used to support the payment of supplemental refunds/adjustments

**Nederland Independent School District
CASH BALANCE REPORT**

as of July 31, 2023

	General Fund			
	Wells Fargo	Lonestar	Texpool	TOTAL
Beginning Balance	\$2,125,833.82	\$17,535,295.02	\$3,337,698.46	\$22,998,827.30
Interest	\$1,956.24	\$64,455.37	\$14,524.62	\$80,936.23
Interest Rate	0.80%	5.12%	5.12%	-
Deposits	10,562,946.75	6,977,063.95	0.00	\$17,540,010.70
Withdrawals	(9,923,496.23)	(11,487,870.41)	0.00	(\$21,411,366.64)
Ending Balance	\$2,767,240.58	\$13,088,943.93	\$3,352,223.08	\$19,208,407.59

	Interest & Sinking Lonestar	Sinking Fund Deposits QSCB** BNY Mellon	Capital Projects Proposition A/B Lonestar
Beginning Balance	\$9,246,443.43	\$1,626,668.67	\$63,107,260.81
Interest	\$40,274.41	\$0.00	\$267,271.83
Interest Rate	5.12%	0.00%	5.12%
Deposits	\$28,135.12	\$406,667.67	\$987,870.41
Withdrawals	0.00	\$0.00	\$6,315,740.50
Ending Balance	\$9,314,852.96	\$2,033,336.34	\$58,046,662.55

** Qualified School Construction Bonds (QSCB)
Taxable Series 2012 - Year 1 deposit made 8/15/2018

Nederland Independent School District
APPROPRIATIONS CHANGE REPORT
as of July 31, 2023
REVENUE

FUND	APPROVED	CHANGE	REVISED
199 General Fund	\$48,773,800		
BCR 11-14-22		\$193,832	
BCR 2-20-23		\$69,995	
BCR 7-17-23		\$969,000	
			\$50,006,627
240 Child Nutrition	\$2,161,000		
BCR 9-19-22		\$49,711	
BCR 10-17-22		\$101,972	
BCR 2-20-23		\$18,457	
BCR 3-27-23		\$90,000	
BCR 5-15-23		\$46,070	
BCR 7-17-23		\$925,000	
			\$3,392,210
599 Debt Service	\$10,777,000		
BCR 7-17-23		\$612,000	
			\$11,389,000
697 Bond 2019 Proposition B	\$0		
BCR 9-19-22		\$3,044,000	
BCR 7-17-23		\$150,000	
			\$3,194,000
699 Bond 2019 Proposition A	\$0		
BCR 9-19-22		\$2,000,000	
BCR 7-17-23		\$1,300,000	
			\$3,300,000
TOTAL	\$61,711,800	\$9,570,037	\$71,281,837

Nederland Independent School District

REVENUE REALIZED

by Fund

as of July 31, 2023

Fund	Budgeted	Current Month	Received/Date	Over/(Under) Budget
199 General Fund	\$50,006,627.00	\$381,836.20	\$44,961,786.81	(\$5,044,840.19)
240 Child Nutrition	\$3,392,210.00	\$132,736.50	\$3,130,336.98 \$	(261,873.02)
599 Debt Service	\$11,389,000.00	\$59,086.63	\$11,161,431.98 \$	(227,568.02)
697 2019 Bond Prop B	\$3,194,000.00	\$195,568.72	\$2,438,225.22 \$	(755,774.78)
699 2019 Bond Prop A	\$3,300,000.00	\$251,823.52	\$3,760,918.01	\$460,918.01
TOTAL	\$71,281,837.00	\$1,021,051.57	\$65,452,699.00 \$	(5,829,138.00)

Nederland Independent School District
SCHEDULE OF REVENUE
General Fund
as of July 31, 2023

Type of Revenue	Budgeted	Current Month	Received to Date	Over/(Under) Budget
<i>Local Sources</i>				
Local Property Taxes	\$28,608,000.00	\$59,972.04	\$27,867,746.24	(\$740,253.76)
Tuition	20,000.00	0.00	0.00	(20,000.00)
Interest	1,000,000.00	80,936.23	906,650.11	(93,349.89)
Rental	70,000.00	13,753.75	83,203.75	13,203.75
Donations	212,996.00	8,284.00	246,357.85	33,361.85
Insurance Recovery	25,000.00	1,952.07	31,393.81	6,393.81
Miscellaneous	95,000.00	603.31	82,506.38	(12,493.62)
Foreign Trade Zone	307,200.00	0.00	307,198.00	(2.00)
Chapter 313	1,177,300.00	0.00	1,175,761.00	(1,539.00)
Athletics	250,000.00	0.00	228,110.00	(21,890.00)
Summer Programs	10,000.00	100.00	10,880.00	880.00
Transportation	60,000.00	128.09	517.84	(59,482.16)
Total Local	\$31,835,496.00	\$165,729.49	\$30,940,324.98	(\$895,171.02)
<i>State Sources</i>				
Foundation/Per Capita	\$15,494,000.00	\$216,090.00	\$11,705,239.00	(3,788,761.00)
TRS On Behalf	\$2,000,000.00	\$0.00	\$1,777,421.41	(222,578.59)
Miscellaneous	\$49,000.00	\$0.00	\$48,411.00	(589.00)
Total State	\$17,543,000.00	\$216,090.00	\$13,531,071.41	(\$4,011,928.59)
<i>Federal Sources/Non-Operating Revenue</i>				
SHARS	275,000.00	16.71	265,278.19	(9,721.81)
MAC	15,000.00	0.00	17,143.94	2,143.94
QSCB Federal Subsidy	262,300.00	0.00	132,137.33	(130,162.67)
Operating Transfer In	75,831.00	0.00	75,830.96	(0.04)
Total Federal	\$628,131.00	\$16.71	\$490,390.42	(137,740.58)
TOTAL	\$50,006,627.00	\$381,836.20	\$44,961,786.81	(\$5,044,840.19)

**Nederland Independent School District
 APPROPRIATIONS CHANGE REPORT
 as of July 31, 2023
 EXPENDITURES**

FUND	APPROVED	CHANGE	REVISED
199 General Fund	\$50,973,800		
BCR 9-19-22		\$3,361,000	
BCR 11-14-22		\$252,194	
BCR 1-16-23		\$350	
BCR 4-17-23		\$540,000	
BCR 4-17-23		\$62,400	
BCR 5-15-23		\$89,152	
BCR 7-17-23		\$436,000	
			\$55,714,896
240 Child Nutrition	\$2,560,000		
BCR 9-19-22		\$55,131	
BCR 10-17-22		\$101,972	
BCR 12-19-22		\$736,000	
BCR 2-20-23		\$18,457	
BCR 3-27-23		\$90,000	
BCR 4-17-23		\$500	
BCR 5-15-23		\$46,070	
BCR 7-17-23		\$262,000	
			\$3,870,130
599 Debt Service	\$10,879,114		
BCR 6-19-23		\$10,500	
			\$10,889,614
697 Bond 2019 Proposition B	\$0		
BCR 9-19-22		\$3,521,189	
			\$3,521,189
699 Bond 2019 Proposition A	0		
BCR 9-19-22		100,847,950	
			\$100,847,950
TOTAL	\$64,412,914	\$110,430,865	\$174,843,779

Nederland Independent School District
EXPENDITURES TO DATE
by Fund
as of July 31, 2023

Fund	Budgeted	Current Month	Outstanding Encumbrance	Year-To-Date Expenses	Available Balance
199 General Fund	\$55,714,896.00	\$1,441,239.11	\$315,607.30	\$47,599,535.24	\$7,799,753.46
240 Child Nutrition	\$3,870,130.00	\$161,737.99	\$728,411.78	\$2,647,425.14	\$494,293.08
599 Debt Service	\$10,889,614.00	\$0.00	\$0.00	\$3,671,522.04	\$7,218,091.96
697 2019 Bond Prop B	\$3,521,189.00	\$199,345.68	\$4,320.00	\$2,481,920.88	\$1,034,948.12
699 2019 Bond Prop A	\$100,847,950.00	\$6,116,394.82	\$5,883,840.50	\$48,279,105.81	\$46,685,003.69
TOTAL	\$174,843,779.00	\$7,918,717.60	\$6,932,179.58	\$104,679,509.11	\$63,232,090.31

**Nederland Independent School District
YEAR-TO-DATE EXPENDITURES**

by Function

General Fund

as of July 31, 2023

Function	Appropriation	Year-to-Date Enc. & Exp.	Balance	% Used
00 Operating Transfer Out	\$2,994,000.00	\$2,257,060.81	\$736,939.19	75.39%
11 Instructional	\$28,707,503.00	\$25,247,837.46	\$3,459,665.54	87.95%
12 Instructional Resources	\$708,759.00	\$676,707.01	\$32,051.99	95.48%
13 Staff Development	\$665,848.00	\$474,525.28	\$191,322.72	71.27%
21 Instr. Administration	\$870,750.00	\$679,508.57	\$191,241.43	78.04%
23 School Administration	\$2,773,183.00	\$2,306,711.32	\$466,471.68	83.18%
31 Guidance & Counseling	\$2,385,052.00	\$1,930,848.74	\$454,203.26	80.96%
33 Health Services	\$561,318.00	\$527,702.11	\$33,615.89	94.01%
34 Student Transportation	\$1,010,658.00	\$870,647.73	\$140,010.27	86.15%
36 Co-Cur./Extra-Cur.	\$2,171,528.00	\$1,938,821.14	\$232,706.86	89.28%
41 General Administration	\$1,413,929.00	\$1,180,473.87	\$233,455.13	83.49%
51 Plant Maint. Operations	\$8,546,698.00	\$7,299,204.40	\$1,247,493.60	85.40%
52 Security & Monitoring	\$530,565.00	\$482,552.18	\$48,012.82	90.95%
53 Data Processing	\$1,549,337.00	\$1,394,325.33	\$155,011.67	89.99%
61 Community Services	\$251,380.00	\$206,891.67	\$44,488.33	82.30%
71 Debt Service	\$126,038.00	\$0.00	\$126,038.00	0.00%
81 Facilities Aqu & Const	\$0.00	\$0.00	\$0.00	0.00%
95 JJAEP	\$48,350.00	\$48,350.00	\$0.00	100.00%
99 Other Intergovernmental	\$400,000.00	\$392,974.92	\$7,025.08	98.24%
TOTAL	\$55,714,896.00	\$47,915,142.54	\$7,799,753.46	86.00%

Nederland Independent School District
State & Federal Grants
by Fund
as of July 31, 2023

Fund	Budgeted	Current Month	Outstanding Encumbrance	Year-To-Date Expenses	Available Balance
211 Title I Part A	\$738,834	\$9,002.31	\$0.00	\$683,349.18	\$55,484.82
224 Idea B Formula	\$1,232,746	\$28,566.50	\$0.00	\$1,263,906.10	-\$31,160.10
225 IDEA-B Preschool	\$51,242	-\$1,248.93	\$0.00	\$49,993.07	\$1,248.93
226 Discretionary	\$0	\$0.00	\$0.00	\$0.00	\$0.00
226 High Cost	\$0	\$0.00	\$0.00	\$0.00	\$0.00
244 Carl Perkins	\$56,490	\$0.00	\$10,249.00	\$45,915.18	\$325.82
255 Title II Part A TPTR	\$179,085	\$0.00	\$33,150.00	\$121,726.00	\$24,209.00
263 Title III Part A LEP	\$79,645	\$717.94	\$900.00	\$34,995.38	\$43,749.62
263- G1 Immigrant	\$3,997	\$0.00	\$0.00	\$1,861.62	\$2,135.38
282 ESSER III	\$1,649,392	\$168,822.74	\$0.00	\$1,620,486.87	\$28,905.13
284 IDEA B Formula ARP	\$203,429	\$2,280.04	\$0.00	\$168,429.97	\$34,999.03
285 IDEA B Preschool ARP	\$6,409	\$2,182.24	\$0.00	\$4,341.31	\$2,067.69
287 Title IV Part A Subpart 1	\$68,343	\$240.45	\$0.00	\$62,232.71	\$6,110.29
288 COVID-19 School Health	\$193,390	\$0.00	\$0.00	\$164,682.56	\$28,707.44
410 Instructional Materials	\$24,769	\$0.00	\$0.00	\$22,720.00	\$2,049.00
429 State Funded Revenue	\$305,503	\$1,739.80	\$51,723.85	\$15,060.80	\$238,718.35
TOTAL	\$4,793,274	\$212,303.09	\$96,022.85	\$4,259,700.75	\$437,550.40

2019 Bond Proposition A Financial Report
as of
as of July 31, 2023

Bond Proceeds	(Issued August 2019)	\$73,300,000.00	
	(Issued August 2021)	\$77,800,000.00	
Interest		\$4,186,575.28	
Fees		\$9,500.00	
Total Revenue			\$155,296,075.28

Bond Expenditures

JA	Nederland High School	\$52,178,288.95	
JB	Central Middle School	\$254,847.62	
JC	CO Wilson Middle School	\$659,918.52	
JD	Helena Park Elementary	\$9,180,589.16	
JE	Highland Park Elementary	\$8,920,758.32	
JF	Hillcrest Elementary	\$9,219,825.34	
JG	Langham Elementary	\$13,652,596.41	
J0-4	Technology	\$3,477,019.86	
J9	Safety	\$179,562.00	
	Fees	\$9,500.00	
Total Expenditures			\$97,732,906.18
Bond Balance 7/31/23			\$57,563,169.10

2019 Bond Proposition B Financial Report

Bulldog Stadium

as of July 31, 2023

\$4,500,000.00

Bond Proceeds	(Issued August 2019)	\$4,500,000.00	
	Buyboard Rebate Turf	\$12,951.00	
	Transfer In (GF)	\$2,257,060.81	
	Interest	<u>\$256,828.77</u>	
Total Revenue			\$7,026,840.58
 Bond Expenditures			
	Architect/Engineers	\$397,325.03	
	Phase I - Artificial Field Turf (Complete)	\$1,341,644.00	
	Phase I GMP (Complete)	\$303,831.15	
	Phase 2 GMP	\$2,243,486.14	
	Phase 3 GMP	\$2,257,060.81	
Total Expenditures			<u>\$6,543,347.13</u>
Bond Balance 7/31/23			\$483,493.45

NEDERLAND INDEPENDENT SCHOOL DISTRICT

220 17th Street
Nederland, Texas 77627-5029

MINUTES

**REGULAR MEETING: NEDERLAND INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

DATE: July 17, 2023
TIME: 6:00 p.m., Regular Board Meeting
PLACE: Boardroom, Administration Bldg., 220 N.17th Street, Nederland, TX

MEMBERS PRESENT: Kay DeCuir, Vice President
Tonya Mitchell, Secretary
Jerry Albanese
Suzanne Isom
Nicholas Phillips
Roya Scott

MEMBERS ABSENT: Micah Mosley, President

ALSO PRESENT: Dr. Stuart Kieschnick, *Superintendent*
Bill Jardell, *Asst. Supt./Human Resources and Operations*
Dr. Steven Beagle, *Asst. Supt./Curriculum and Instruction*
Melissa J. Wong, *Business Manager*

VISITORS PRESENT: Thomas and Ty Neild with H.B. Neild, Nicky Matt, Stephen Hemelt, Ty Neild, Chad Britnell, Gary Janecek, and others who did not sign the book.

Meeting convened at 6:00 p.m.

1. DISTRICT VISION AND MISSION STATEMENT

2. GRADUATE PROFILE

3. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

4. INVOCATION, PLEDGES – Dr. Kieschnick gave the invocation and led the audience in the pledges to the American and Texas flags.

5. OPEN FORUM – None

6. REPORTS

A. Administrative Reports

1) Superintendents Report and Recognitions –Dr. Stuart Kieschnick

- (a) **Director Update – Fine Arts – Gary Janecek** – Mr. Janecek updated the Board on an opportunity for the band to go to Disney this spring for a soundtrack session. A Disney recording professional will assist them in the creation. He presented the Board with a handout. The group will have fundraisers to pay for their travel expenses. The trip is being planned for April 1st through April 5, 2024. Ms. DeCuir asked about chaperones and Mr. Janecek stated that there would be chaperones going with the group. He thanked the Board for their confidence in him to direct the band.
- (b) **IBI Bond Update** – An IBI/ARCADIS representative was not at the board meeting.
- (c) **H.B. Neild Update** – Ty Neild presented a PowerPoint to the Board. Before Mr. Neild presented, Dr. Kieschnick asked if the schools would be ready on time. Mr. Neild answered yes. He went on to thank the Board members for touring the campuses last week. Mr. Neild presented pictures of the updated aerials and stated that basketball goal installation has begun and windows are being installed on the first floor. The chillers and rooftop units were set this week and waiting on Entergy to set the transformers for permanent power. They have begun hanging drywall and cassettes in the classrooms. HVAC work is also being done. At Langham, the storm sewer tie-in is scheduled to be completed at the end of this week. Canopies are being erected at Hillcrest, Highland, Langham, and Helena this week. Once that is complete, they will finish up the flat work. Final grading and fencing will begin Monday. The elevator and kitchen equipment installation will be completed this week. The first floor at Langham will have the flooring completed this week and they have been completing the sheetrock in the old cafeteria. The storefronts will turn into a fixed window system. At Hillcrest, Entergy was there today and is beginning to turn on permanent power and then the HVAC can be started up. The café and kitchen extension is ongoing along with the front office. The carpet for the front office is scheduled to be here at the end of this week. Another notable thing is the 27th street sewer tie-in will be installed Monday, July 24th, and will take approximately one week. A portion of 27th Street will be closed. There is still some concrete work going on at Hillcrest for ADA modifications. Mr. Phillips stated that the biggest piece of noticeable construction that is the cafeteria at Hillcrest. Mr. Neild stated they poured the slab for the extension and have begun erecting the steel. They had to abate the asbestos prior to finishing the work. They will finish the metal and then begin the block work. Once the exterior is finished the interior wall will be knocked down. At Highland Park, they will complete the final grading and the fencing has begun. The storefront windows are scheduled to be installed next week and then they will finish the cafeteria flooring etc. The kitchen equipment is scheduled to be installed tomorrow. In the new wing, the power was turned on Friday and HVAC is scheduled for this week and should finish the canopies. At Helena Park, they

are finishing up the front entry concrete and have the service and flat work to be completed. They are working on erecting the canopies and finishing up the cafeteria extension. On Wednesday, they should finish the steel erection of the cafeteria and then get the roof and deck put on and install windows. As soon as the windows are received they will be installed. They have one coat of epoxy left to put down on the floors and then equipment will be installed. It is ready to go and being held at the supplier. Toilet partitions, final grading, and fencing are scheduled to start next week. The stadium visitor's side demo is complete and Sturdy Steel is scheduled to come back and finish the aluminum bleachers. This will complete the visitor's side. On the home side, the elevator shaft is getting painted and they will be putting the roof on and installing the elevator. Dr. Kieschnick asked Ty to discuss the covering that will be placed over the three separate press boxes. Ty stated they were looking to tie the elevator shaft canopy into the sidewall of the third press box and have soffit canopies combining #2 and #3. This will make it look like all three are connected and also make room for signage. Once the drawings are complete, they will begin the work. He went on to state that the trim work on the inside is nearing completion. The branding guidelines were sent to the signage shop for the cast aluminum N going on the elevator shaft. It should be approximately two weeks to complete that project. Ty explained the progress at C.O. Wilson Middle School. The tile is being delivered on Wednesday and will be installed by Sunday afternoon. Epoxy is scheduled on Monday morning and the fixtures and toilet partitions will follow. The bathrooms will then be complete. The front offices are getting their last coat of paint and lab flooring is about a week out. The exterior of C.O. is beginning to get formed up. A portion is scheduled to be poured on Wednesday and formed up the back side on Saturday, weather permitting. After Saturday, they will pour the sidewalks. Central Middle School has the same schedule except for concrete. Concrete and canopies are being laid at the natatorium entrance. Once complete, they will pour the rest of the flatwork. Mr. Neild stated that there would be a meeting with the City for a Certificate of Occupancy for the elementary campuses as substantial on the new wings or partial on the entire project which would allow access to the new wings. All final inspections have been called and he has had a discussion with the fire marshal about the emergency notification systems which will not be available until the network switches are received. All fencing is scheduled to be completed by August 10th.

2) Curriculum Reports – Dr. Stuart Kieschnick

- (a) **Summer School Report** – Dr. Beagle discussed the Elementary Bulldog Learning Academy and summer school for middle and high schools. He reported that a large number of students attended and it was very successful. At middle schools, there were 197 students and had an 80% success rate. At the high school, there were 220 students with a 95% success rate. The biggest classes were English I & II and Algebra I and Geometry. The students also took Speech/Health and Government/Economics. Ms. Scott asked if all students that completed their requirements graduated and Dr. Beagle stated to his knowledge, they all graduated.

- (b) **STAAR / EOC Report** – Dr. Beagle reported on the handout given to the Board which are preliminary reports. Data from grades 3-8 is limited at this time. More detailed data will be reported from the State on August 11th. He went on to point out that we have gone from STAAR to STAAR 2.0 and there will be more discussion of goals.
- (c) **Pre-K Update** - Dr. Beagle reported that the waiver two years ago was for three years and it was a huge transition moving 5th grade down to elementary. One of the requirements for the waiver was to get with vendors and at this time there is no plan to go into a relationship with these other vendors. We are full steam ahead for full-day pre-K for the 2024-2025 school year.
- (d) **Dress Code Update** – **There will be no changes to the dress code at this time.**
- (e) **Grading Policy** – with the District moving 5th grade to elementary there were updates made and additionally we had an update with the exemption policy that was added and changes in the statute which have been encapsulated in the new policy.

3) Personnel and Auxiliary Reports - Mr. Bill Jardell

- (a) **Maintenance and Transportation Report** – Mr. Jardell reported on the maintenance jobs that had been completed for the month of June. The summer crew has been busy servicing HVAC units on top of roofs, Also, chillers, ice machines, etc have been serviced. Plans to move equipment and furniture back into the schools are underway. Mr. Jardell reported on the transportation report. Ms. DeCuir asked if we have enough drivers and if we are able to hire more. Mr. Jardell stated that they have been advertising but not getting a lot of follow-through.
- (b) **Child Nutrition Report** – Mr. Jardell reported the June numbers and compared them to last year's numbers. The total is \$46,400 compared to last year's \$47,356 which is comparable with just one less day.
- (c) **Personnel Reports**
 - (1) **Personnel Absentee Report** – Mr. Jardell explained the personnel absentee report. Most of the absences were from people retiring or resigning and most use their days when they retire.
 - (2) **Personnel Report** – Mr. Jardell reported the resignations, reassignments, and employment.

4) Business Reports –Mrs. Wong

- (a) **Tax and Financial Reports** –Tax collections at the end of June are at 97.12% compared to 98.07% last year at this time. Dr. Kieschnick stated it would be a

wash with state funding allotments making up for the property tax relief. Ms. Wong added the tax rate could be decreased \$0.18 cents as part of the change.

- (b) **Quarterly Investment Report** – Ms. Wong informed the Board that governmental entities are required to have investment policies, restrict investment portfolios to only those investments specifically authorized by law, and submit quarterly reports to the governing body, which disclose both the book and market values of investments held.

7. CONSENT AGENDA (ACTION)

- A. Minutes**
- B. Payment of Bills**
- C. Donations- None**
- D. Budget Change Requests**

MOTION: Mr. Phillips made a motion, seconded by Mr. Albanese, to approve the consent agenda as presented.

DISCUSSION: Ms. Wong explained the budget changes presented. There were no donations to report.

VOTE: Yea - Albanese, DeCuir, Isom, Mitchell, Phillips, and Scott
Nay – None (Motion carried, 6-0)

8. OTHER ITEMS (DISCUSSION AND/OR ACTION)

A. Policy Update 121 – Dr. Kieschnick explained that this TASB Update 121 with a vast majority from the business department, curriculum, and safety.

MOTION: Mr. Phillips made the motion, seconded by Ms. Mitchell, to adopt TASB local policy update 121 as presented.

DISCUSSION: None

VOTE: Yea – Albanese, DeCuir, Isom, Mitchell, Phillips and Scott
Nay – None (Motion carried, 6-0)

B. Board Meetings Date Changes – Dr. Kieschnick requested the board meetings in November, January and March be changed due to the MLK holiday, Thanksgiving holidays, and spring break. The date for the March board meeting should be from March 18 to March 25th. This was a typographical error in the board book.

MOTION: Ms. Mitchell made the motion, seconded by Ms. Scott, to approve the board meeting date changes as presented.

DISCUSSION: None

VOTE: Yea – Albanese, DeCuir, Isom, Mitchell, Phillips, and Scott
Nay – None (Motion carried, 6-0)

C. Student Code of Conduct – Dr. Beagle explained that these are the recommendation of the TASB model and stated there are not many changes from last year.

MOTION: Mr. Phillips made the motion, seconded by Ms. Isom, to approve the student code of conduct for the 2023-2024 school year as presented.

DISCUSSION: None

VOTE: Yea – Albanese, DeCuir, Isom, Mitchell, Phillips, and Scott
Nay – None (Motion carried, 6-0)

D. Instructional Materials - Dr. Beagle stated the instructional materials list is what the District would like to use. Some items are still under negotiation. He went on to state that the District did receive notice that \$867,000 from the IMA allotment for that. We also have a textbook adoption coming up.

MOTION: Mr. Albanese made the motion, seconded by Ms. Scott, to approve the instructional materials as presented.

DISCUSSION: None

VOTE: Yea – Albanese, DeCuir, Isom, Mitchell, Phillips, and Scott
Nay – None (Motion carried, 6-0)

E. Professional Development – Dr. Beagle stated this is a Senate Bill 1267 which passed last biennium. It requires the District to prove that they are getting the approved areas of training for certain areas. The District added a fourth column that states where we are getting our training from. This is a requirement annually.

MOTION: Mr. Phillips made the motion, seconded by Mr. Albanese, to approve the professional development as presented.

DISCUSSION: None

VOTE: Yea – Albanese, DeCuir, Isom, Mitchell, Phillips, and Scott
Nay – None (Motion carried, 6-0)

*****The Board entered into closed session at 7:09 pm*****

F. CLOSED SESSION: The Board of Trustees will meet in executive (closed) session to discuss certain matters excepted from public disclosure by the following statutory provisions: to deliberate matters pertaining to personnel matters including employee contract renewal/non-renewals, as permitted by section 551.074, Texas Government Code; to deliberate matters pertaining to discipline of a student, as permitted by section 551.082, Texas Government Code; for discussion of personally identifiable student information as permitted by section 551.0821, Texas Government Code; to deliberate matters pertaining to real property, as permitted by section 551.072, Texas Government Code; to consult with attorney, as permitted by section 551.071, Texas Government Code, , and to discuss with consultant concerning matters relating to economic development applications from Air Liquide and ETC, Texas Government Code §551.087.

*****The Board reconvened into open session at 7:51 pm*****

ADJOURNMENT – There was no other business and the meeting adjourned at 7:51 p.m.

_____, President

_____, Secretary

Dr. Stuart Kieschnick, Superintendent
Edie Cessna, Recording Secretary

NEDERLAND INDEPENDENT SCHOOL DISTRICT

220 17th Street
Nederland, Texas 77627-5029

MINUTES

**SPECIAL MEETING: NEDERLAND INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

DATE: August 3, 2023
TIME: 5:30 p.m., Special Board Meeting
PLACE: Board Room, Administration Building, 220 N.17th Street, Nederland,
TX

MEMBERS PRESENT: Micah Mosley, President
Kay DeCuir, Vice President
Tonya Mitchell, Secretary
Suzanne Isom
Nicholas Phillips
Roya Scott

MEMBERS ABSENT: Jerry Albanese

ALSO PRESENT: Dr. Stuart Kieschnick, *Superintendent*
Dr. Steven Beagle, *Asst. Supt./Curriculum and Instruction*
Bill Jardell, *Asst. Supt./ Human Resources and Operations*
Melissa Wong, *Business Manager*

VISITORS PRESENT: None

Meeting convened at 5:31 p.m.

1. CALL TO ORDER, ESTABLISHMENT OF QUORUM

2. INVOCATION AND PLEDGE TO AMERICAN AND TEXAS FLAGS

3. Superintendent Report(s) – Dr. Kieschnick asked H.B. Neild to report on the bond projects. Chad Britnell reported on Helena first. The remaining mechanical yard is being poured for the generator and HVAC. The new wing is approximately 98% complete. They will begin waxing floors this weekend. The office areas are near complete minus some hardware and touch-up paint. The kitchen area has most of the kitchen equipment set with the exception of the sinks. They are installing the roll-up doors and getting those framed up. All studs and DensGlass are complete on the outside. Brickwork will begin at the end of the week. We will know if we can knock the wall out between the existing café and add on by Sunday. We are waiting on the glass for the windows to be delivered. Dr. Kieschnick added that everything is still in working order to have lunches in the event the windows are not received

before school begins. He went on to state that it is the same scenario at Hillcrest. There are some canopies left to pour, the new wing will have floors waxed over the weekend. All TV stands are mounted at Hillcrest as well as Helena. The office areas are 99.9% complete. There is one sink left to be installed in the bathroom. The casework is complete in the nurse's area. They are delivering kitchen equipment and will then begin backing their way out with the VCT in the cafeteria area. Again, a decision will be made on Sunday as to whether or not the existing wall is demoed. Dr. Kieschnick stated Helena and Hillcrest are the only two with this café scenario. Langham has some concrete left to pour and some dirt work left to be completed. They have started the dirt work in the back of Helena. By the end of next week, the front of the buildings will begin to look different. Highland Park front offices are good. New conference room area should be complete by the middle to end of next week. The kitchen at Highland looks very good. The cafeteria extension has the wall knocked out and the glass has been installed. The ceilings will go in next week. They have started with the dirt work in the back section to level it and get ready for grass. They poured almost 1 mile of sidewalks last weekend. At C.O. Wilson, the offices are complete, they are painting in the bathrooms and putting the epoxy on the floors. They are also building a small wall in the teacher's lounge. They are forming up the sidewalk in the front today and pouring the curb in the back by the tennis court. Central offices are done and they are laying flooring in the science lab, painting the bathrooms, and putting up petitions. The stadium has been tied in and the electrical should be complete by end of day tomorrow. Mr. Britnell met with the Entergy design team for the CT's and PT's for the visitor's side which is not a problem since it is still temped in. The roof to the elevator shaft has been installed and the elevator company is scheduled for next week to come to place the elevator. They will be taking care of the signage at the stadium next week. Sturdy Steel is scheduled for the visitor's side next week. Mr. Mosley asked why they have had issues with SturdySteel and Mr. Britnell stated he was unsure of the reason but it should be completed by next week. Ms. Isom asked about the covered walkway at C.O. Wilson and Mr. Britnell stated that 1/3 of it is complete so far. Dr. Kieschnick asked about the elevator at Langham. Mr. Britnell stated that it was completed today and the brick layers are scheduled to come tomorrow to lay the bricks. He also asked if there were any concerns at this point and Mr. Britnell stated that other than the cafeterias being completed, he had no concerns. Mr. Mosley asked if the crafts are going to the areas that need the most attention and Mr. Britnell stated that they were positioning crafts to the campuses where they are most needed. Mr. Mosley asked about the cabinets and how it was going. Mr. Britnell stated they dropped two box trucks of cabinets off at Langham last night. They started installing this morning and Global Casework will work this weekend to get them installed. The remaining casework at Helena is in the front foyer to the right. Highland casework is not complete. Hillcrest is complete. Mr. Mosley asked how many cabinets were on a truckload and Mr. Britnell stated approximately half of what is left. He stated they are completing approximately 3-4 classrooms per day. Mr. Mosley asked if there were any concerns about having pre-season games and Mr. Britnell stated there were not but they still needed to decide where the canopies were going to be placed. Mr. Mosley asked about the end zone stands and Mr. Jardell stated that Sunday the 21st the crew was supposed to come to install them before the first game. Mr. Mosley also asked about the lighting for those bleachers and Mr. Jardell stated that they are looking into that.

Mr. Jardell stated that in order to get the waxing and sealing completed at the campuses, the District was closing the Helena, Highland, and Hillcrest campuses on Friday at 6 pm and the

campuses would be closed until 2 pm on Sunday to allow for drying. Langham casework will be completed prior to their floors being completed. Langham will have their floors sealed and waxed the weekend following the other elementary campuses. Mr. Jardell stated that the District has purchased wax with anti-microbial protection for the floors. H.B. Neild will be responsible for the waxing.

He went on to update the Board on HB 3 and the armed security officers. HB3 states that the District must ensure that at least one armed security officer is present at each campus during regular school hours. This is defined as a District Peace officer, SRO, or Commissioned Peace Officer. We have an agreement with the City that we will get SRO's at all campuses. Dr. Kieschnick added that this will take place next year. The City has one ready to go now. He went on to say that the District has Highland Park security covered and are looking for three more security guards that are ready to go now. The District has been interviewing persons for those positions. Once those are selected, we will provide training for them. We are waiting for a decision to be made on whether the Alternative Education Campus is a campus or not but the District will evaluate the opportunities there.

Dr. Beagle gave an update on the accelerated math program. He discussed SB2124 which deals with accelerated/advanced math classes. The short of it is that if you score within the top 40% in your fifth-grade math you will be eligible for advanced math classes. The objective is for students to take algebra in the 8th grade. We as a district have always had fewer students in the advanced math courses versus the enriched English program. This is really for 5th graders going into 6th grade and we are applying the same methodology for our 6th grade going into 7th grade and adapting the curriculum to transition smoothly into algebra. There is an option for parents to opt out their students if they wish.

4. OTHER ITEMS (DISCUSSION AND/OR ACTION)

A. Purchases over \$50,000– Dr. Beagle stated this agenda item is for Really Great Reading Program which will provide kits for special education teachers which was not included in the purchase last year. Ms. Mitchell asked if this money was out of allotment and Dr. Beagle stated it was out of Early Ed.

MOTION: Ms. DeCuir motioned, seconded by Mr. Phillips, to approve the curriculum items for Really Great Reading Program.

DISCUSSION: Mr. Mosley asked if this program was paired with HMH and Dr. Beagle stated this program can be paired but the teachers feel like this model works better for them and the District feels like it is making significant advances in 1st through 3rd grade. Mr. Mosley asked if an audit had ever been performed on the consumables. Dr. Beagle stated that our protocol is to evaluate consumables so that items are not double-ordered and that products that have been vetted are being used. Dr. Kieschnick added that the goal of the District is for every student to use the same curriculum across the District.

VOTE: Yea – DeCuir, Isom, Mitchell, Mosley, Phillips, and Scott
Nay – None (Motion carried, 6-0)

******The board entered into closed session at 6:00 p.m. and reconvened in open session at 7:19 p.m.******

B. CLOSED SESSION : Pursuant to §551.129, Texas Government Code, consultation with legal counsel regarding legal issues pertaining to the following pending litigation, Aires Building Systems LLC v Nederland ISD Cause No. 23-001965-cv-361 in the District Court of Brazos County. Pursuant to §551.129 of the Texas Government Code, Consultation with legal counsel regarding remedies for delay and design issues by IBI / ARCADIS Architects.

Any action, decision, or vote on these matters will be taken in open session.

C. CLOSED SESSION: The Board of Trustees will meet in executive (closed) session to discuss certain matters excepted from public disclosure by the following statutory provisions: to deliberate matters pertaining to personnel matters including employee contract renewal/non-renewals, as permitted by section §551.074, Texas Government Code; to deliberate matters pertaining to discipline of a student, as permitted by section §551.082, Texas Government Code; for discussion of personally identifiable student information as permitted by section §551.0821, Texas Government Code; to deliberate matters pertaining to real property, as permitted by section §551.072, Texas Government Code; to discuss legal issues related to 2019 Bond Projects, as permitted by section §551.071, Texas Government Code; to consult with attorney, as permitted by section §551.071, Texas Government Code.

D. OPEN SESSION: Consider, discuss, and possible action regarding the following pending litigation: Aires Buildings Systems, LLC vs. Nederland ISD Cause No. 23-001-cv-361 in the District Court of Brazos County.

MOTION: Mr. Phillips motioned, seconded by Ms. Mitchell, to proceed with the defense of the litigation Aires Buildings Systems LLC v. Nederland ISD Cause No. 23-001865-cv-361 in the District Court of Brazos County, as discussed in Executive Session.

DISCUSSION: None

VOTE: Yea – DeCuir, Isom, Mitchell, Mosley, Phillips, and Scott
Nay – None (Motion carried, 6-0)

E. OPEN SESSION: Consider, discuss, and take possible action regarding IBI Architects.

MOTION: Ms. DeCuir motioned, seconded by Ms. Scott, to move forward with legal counsel regarding remedies for delay and design issues by IBI/ARCADIS Architects.

DISCUSSION: None

VOTE: Yea – DeCuir, Isom, Mitchell, Mosley, Phillips, and Scott
Nay – None (Motion carried, 6-0)

ADJOURNMENT – There was no other business and the meeting adjourned at 7:20 p.m.

_____, President

_____, Secretary

Dr. Stuart Kieschnick, Superintendent
Edie Cessna, Recording Secretary

NEDERLAND INDEPENDENT SCHOOL DISTRICT
DISBURSEMENT CHECK REGISTER
FOR - July

Check #	Check Date	Vendor #	Payee Name	Check Amount
159148	03/23/2023	10958	CITIBANK	\$411.66
160205	07/07/2023	10202	ACTION OVERHEAD DOOR COMPANY	\$1,811.25
160206	07/07/2023	12492	AMAZON	\$289.41
160207	07/07/2023	10436	ANGELA POYNER	\$27.85
160208	07/07/2023	45056	AT&T	\$9.15
160209	07/07/2023	48622	BAYES ACHIEVEMENT CENTER	\$21,991.78
160210	07/07/2023	45882	BONIN ROOFING CO.	\$3,220.00
160211	07/07/2023	11702	BROTHERS PRODUCE	\$1,124.93
160212	07/07/2023	45127	CATALINA MUSIC AND SOUND	\$14,072.00
160213	07/07/2023	47450	CDW GOVERNMENT INC.	\$43,518.50
160214	07/07/2023	15100	CITY OF NEDERLAND	\$6,099.66
160215	07/07/2023	14120	CONTRACT ASSESSMENT	\$2,100.00
160216	07/07/2023	13964	DE LAGE LANDEN FINANCIAL SERVICES	\$393.00
160217	07/07/2023	44545	DELL MARKETING	\$456.46
160218	07/07/2023	16951	DEMCO INC.	\$236.14
160219	07/07/2023	21450	ENTERGY	\$486.40
160220	07/07/2023	13734	FOOD HANDLER SOLUTIONS	\$1,575.00
160221	07/07/2023	11001	GREAT AMERICA FINANCIAL SERVICES	\$3,984.86
160222	07/07/2023	14203	HILAND DAIRY FOODS	\$3,114.81
160223	07/07/2023	12293	J.R. PARSLEY COMPANY, INC.	\$1,310.00
160224	07/07/2023	44903	KAZDON INC	\$675.05
160225	07/07/2023	10432	KELLIE DAVIDSON	\$154.44
160226	07/07/2023	40668	KOMMERCIAL KITCHENS	\$2,879.76
160227	07/07/2023	13756	LENOVO INC	\$328.73
160228	07/07/2023	10523	LINDSAY COUSINS	\$350.00
160229	07/07/2023	49136	MONROE SYSTEMS FOR BUSINESS	\$209.00
160230	07/07/2023	49840	MUNRO'S UNIFORM SERVICES	\$1,191.30
160231	07/07/2023	26300	N.I.S.D. IMPREST FUND	\$11,794.07
160232	07/07/2023	11293	N2Y-NEWS2YOU	\$5,250.00
160233	07/07/2023	48266	OFFICE DEPOT	\$1,727.32
160234	07/07/2023	11697	O'REILLY AUTO PARTS	\$187.97
160235	07/07/2023	27845	ORIENTAL TRADING CO INC.	\$139.15
160236	07/07/2023	13640	PERRY WEATHER LLC	\$4,260.00
160237	07/07/2023	42876	POWERSCHOOL GROUP LLC	\$14,871.74
160238	07/07/2023	29650	RITTER LUMBER CO	\$529.36
160239	07/07/2023	14286	SANTINA NESBITT	\$17.30
160240	07/07/2023	10556	SCHOOL DATEBOOKS	\$1,250.63
160241	07/07/2023	13663	SCIENCE ENGINEERING, LTD	\$1,500.00
160242	07/07/2023	13415	SOTER TECHNOLOGIES, LLC	\$3,300.00
160243	07/07/2023	12490	SOUTHEAST TEXAS PLUMBING, INC.	\$1,330.00

NEDERLAND INDEPENDENT SCHOOL DISTRICT
DISBURSEMENT CHECK REGISTER
FOR - July

Check #	Check Date	Vendor #	Payee Name	Check Amount
160244	07/07/2023	12099	SPED TRACK/EASY SPED/ION WAVE TECH	\$2,170.00
160245	07/07/2023	13760	STAPLES, INC.	\$189.44
160246	07/07/2023	11562	SUMMER TANNER	\$450.00
160247	07/07/2023	32850	SWICEGOOD MUSIC COMPANY	\$210.00
160248	07/07/2023	50250	TASB RISK MANAGEMENT FUND	\$1,000.00
160249	07/07/2023	40072	TASB, INC.	\$861.94
160250	07/07/2023	49319	TEXAS LETTER JACKETS	\$1,551.00
160251	07/07/2023	34690	WAL-MART	\$958.09
160252	07/07/2023	34922	WARREN EQUIPMENT COMPANY	\$216.72
160253	07/07/2023	11179	WES VICE HARDWOODS & SUPPLY INC	\$627.20
160254	07/12/2023	41049	AC'CENT ENVIRONMENTAL SERVICES	\$300.00
160255	07/12/2023	45056	AT&T	\$945.36
160256	07/12/2023	51731	BUBBA'S AIR CONDITIONING	\$95.00
160257	07/12/2023	15101	CITY OF NEDERLAND - SECURITY GUARD	\$1,230.00
160258	07/12/2023	12507	D & T CONTRACTING LP	\$29,662.00
160259	07/12/2023	12092	DARR EQUIPMENT COMPANY	\$1,509.23
160260	07/12/2023	11894	FARRIS PADDIO	\$37.44
160261	07/12/2023	12021	FRED MILLER STORES - OUTDOOR EQUIP	\$39.95
160262	07/12/2023	12738	GONZALEZ SOLUTIONS FOR BUSINESS	\$325.60
160263	07/12/2023	51397	GOVCONNECTION INC	\$19,866.57
160264	07/12/2023	11001	GREAT AMERICA FINANCIAL SERVICES	\$51.68
160265	07/12/2023	14142	GRIMCO INC	\$4,704.00
160266	07/12/2023	11933	INTERSTATE - ALL BATTERY CENTER	\$839.70
160267	07/12/2023	41450	INTERSTATE BATTERY OF BEAUMONT	\$424.80
160268	07/12/2023	12800	M & R FLEET SERVICES	\$486.61
160269	07/12/2023	11782	OCCUPATIONAL MEDICAL CARE	\$70.00
160270	07/12/2023	14085	PARKER PRINT SOLUTIONS	\$281.58
160271	07/12/2023	12212	PAX SUPPLY	\$4,432.39
160272	07/12/2023	13906	PLATINUM COPIER SOLUTIONS LLC	\$110.76
160273	07/12/2023	42876	POWERSCHOOL GROUP LLC	\$17,525.20
160274	07/12/2023	29500	REGION 5 ESC	\$3,020.00
160275	07/12/2023	29500	REGION 5 ESC	\$75.00
160276	07/12/2023	12909	REPUBLIC SERVICES	\$5,988.23
160277	07/12/2023	31200	SETZER HARDWARE, INC	\$865.12
160278	07/12/2023	31400	SHERWIN WILLIAMS CO	\$609.77
160279	07/12/2023	12490	SOUTHEAST TEXAS PLUMBING, INC.	\$375.00
160280	07/12/2023	32172	SOUTHWEST BUILDING SYSTEMS	\$1,702.00
160281	07/12/2023	13456	SPECTRUM ENT/TIME WARNER CABLE	\$1,584.26
160282	07/12/2023	50299	TOWER COMMUNICATIONS INC	\$56.00
160283	07/12/2023	40219	VERIZON WIRELESS	\$3,277.27

NEDERLAND INDEPENDENT SCHOOL DISTRICT
DISBURSEMENT CHECK REGISTER
FOR - July

Check #	Check Date	Vendor #	Payee Name	Check Amount
160284	07/12/2023	48537	XEROX CORPORATION	\$1,278.82
160285	07/17/2023	13935	REVOLUTION DANCE / TENTH HOUSE	\$2,083.70
160286	07/21/2023	11416	ACE GLASS AND MIRROR	\$227.07
160287	07/21/2023	10202	ACTION OVERHEAD DOOR COMPANY	\$422.00
160288	07/21/2023	14253	ADVANCED NETWORKS OF TEXAS	\$359,288.65
160289	07/21/2023	10786	AED SUPERSTORE / ALLIED 100	\$1,580.00
160290	07/21/2023	10455	ALL PHASE ELECTRIC SUPPLY	\$150.00
160291	07/21/2023	13000	ALL TERRAIN EQUIPMENT COMPANY	\$135.19
160292	07/21/2023	10980	AMERICAN EXPRESS	\$1,855.18
160293	07/21/2023	50431	ASE SERVICES	\$27,550.00
160294	07/21/2023	13971	BANNER SOLUTIONS	\$427.55
160295	07/21/2023	13799	BLXGROUP LLC	\$1,750.00
160297	07/21/2023	10958	CITIBANK	\$19,480.60
160298	07/21/2023	15100	CITY OF NEDERLAND	\$65,814.89
160299	07/21/2023	49334	CLASSIC FORMS AND PRODUCTS INC.	\$1,197.00
160300	07/21/2023	14077	COMPANY D DANCE ACADEMY	\$4,352.50
160301	07/21/2023	15715	COMPLETE APPAREL LLC	\$27,937.15
160302	07/21/2023	12507	D & T CONTRACTING LP	\$57,190.00
160303	07/21/2023	12092	DARR EQUIPMENT COMPANY	\$429.00
160304	07/21/2023	21450	ENTERGY	\$14,954.69
160305	07/21/2023	12003	ENTERGY TX INC	\$3,416.71
160306	07/21/2023	47343	ENTERPRISE RENTAL/EAN SERVICES LLC	\$47.62
160307	07/21/2023	46753	FEDERAL EXPRESS	\$32.49
160308	07/21/2023	13554	FITZ & SHIPMAN	\$81,187.50
160309	07/21/2023	11792	FROG WASH PRESSURE WASHING	\$2,715.00
160310	07/21/2023	11001	GREAT AMERICA FINANCIAL SERVICES	\$443.97
160311	07/21/2023	11473	H. B. NEILD & SONS, INC.	\$5,130,888.29
160312	07/21/2023	22080	HERNANDEZ OFFICE SOLUTIONS	\$999.87
160313	07/21/2023	11933	INTERSTATE - ALL BATTERY CENTER	\$275.92
160314	07/21/2023	13053	KEY INSTALLATIONS LLC	\$8,100.00
160315	07/21/2023	14287	LUKE HARRISON	\$2,000.00
160316	07/21/2023	22600	MARKET BASKET	\$313.72
160317	07/21/2023	41427	MEDCO SUPPLY COMPANY	\$5.60
160318	07/21/2023	10673	MICRO INTEGRATION	\$18,333.00
160319	07/21/2023	14107	MIKE LAIRD	\$2,479.64
160320	07/21/2023	43337	NATIONAL BUSINESS FURNITURE	\$2,445.56
160321	07/21/2023	42947	R. C. SERVICES	\$183.26
160322	07/21/2023	50749	SANITARY SUPPLY COMPANY INC.	\$586.70
160323	07/21/2023	10556	SCHOOL DATEBOOKS	\$843.59
160324	07/21/2023	46567	SCHOOL SPECIALTY LLC	\$330.49

NEDERLAND INDEPENDENT SCHOOL DISTRICT
DISBURSEMENT CHECK REGISTER
FOR - July

Check #	Check Date	Vendor #	Payee Name	Check Amount
160325	07/21/2023	13663	SCIENCE ENGINEERING, LTD	\$5,776.00
160326	07/21/2023	12490	SOUTHEAST TEXAS PLUMBING, INC.	\$2,050.00
160327	07/21/2023	13760	STAPLES, INC.	\$38.61
160328	07/21/2023	14053	SWEET SOUTHERN SOUND LLC	\$19,500.00
160329	07/21/2023	51613	TEXAS DEPARTMENT OF AGRICULTURE	\$75.00
160330	07/21/2023	33549	TEXAS DEPT OF PUBLIC SAFETY	\$18.00
160331	07/21/2023	13797	TEXAS ENERGY & AUTOMATION MGMT SOLU	\$350.00
160332	07/21/2023	32150	TEXAS GAS SERVICE	\$2,294.33
160333	07/21/2023	49319	TEXAS LETTER JACKETS	\$47.00
160334	07/21/2023	11102	THOMAS A/C SUPPLY, INC	\$233.00
160335	07/21/2023	48133	THREADS	\$294.00
160336	07/21/2023	40219	VERIZON WIRELESS	\$39.96
160337	07/21/2023	10996	WALSH GALLEGOS TREVINO RUSSO & KYLE	\$3,932.00
160338	07/21/2023	11179	WES VICE HARDWOODS & SUPPLY INC	\$58.00
160339	07/21/2023	48537	XEROX CORPORATION	\$256.05
160341	07/25/2023	13306	TEXAS ARCADIS INC.	\$492,768.17
160342	07/28/2023	12735	ABC-SOUTHEAST TEXAS CHAPTER	\$10.00
160343	07/28/2023	12492	AMAZON	\$198.08
160344	07/28/2023	12090	APPERSON	\$393.06
160345	07/28/2023	13799	BLXGROUP LLC	\$500.00
160346	07/28/2023	12205	BSN SPORTS, LLC	\$1,890.90
160347	07/28/2023	13868	CHAPMAN VENDING	\$142.05
160348	07/28/2023	15100	CITY OF NEDERLAND	\$4,287.92
160349	07/28/2023	51934	DAYTON ISD	\$450.00
160350	07/28/2023	13964	DE LAGE LANDEN FINANCIAL SERVICES	\$393.00
160351	07/28/2023	44545	DELL MARKETING	\$89,395.89
160352	07/28/2023	10541	EDMENTUM	\$1,700.00
160353	07/28/2023	21450	ENTERGY	\$30,477.32
160354	07/28/2023	44676	EPES SOFTWARE INC.	\$1,408.00
160355	07/28/2023	10545	FASTSIGNS - NEDERLAND	\$1,739.80
160356	07/28/2023	11096	FORD PARK ENTERTAINMENT COMPLEX	\$5,500.00
160357	07/28/2023	13740	GAME ONE	\$150.00
160358	07/28/2023	11001	GREAT AMERICA FINANCIAL SERVICES	\$57.50
160359	07/28/2023	22080	HERNANDEZ OFFICE SOLUTIONS	\$100.69
160360	07/28/2023	51010	HOME DEPOT PRO INSTITUTIONAL	\$154.00
160361	07/28/2023	12557	INSIDE OUT TWIRLING	\$1,602.50
160362	07/28/2023	23250	JEFFERSON CO WATER DISTRICT #10	\$2,549.20
160363	07/28/2023	13146	KRONOS INCORPORATED	\$3,162.68
160364	07/28/2023	23925	LAKESHORE LEARNING MATERIALS	\$5,215.50
160365	07/28/2023	48771	LITTLETON GROUP, THE	\$402.33

NEDERLAND INDEPENDENT SCHOOL DISTRICT
DISBURSEMENT CHECK REGISTER
FOR - July

Check #	Check Date	Vendor #	Payee Name	Check Amount
160366	07/28/2023	48077	LOWE'S HOME CENTER INC.	\$1,550.12
160367	07/28/2023	13081	MAEGAN BURCH	\$50.00
160368	07/28/2023	26350	N.I.S.D. PETTY CASH	\$496.25
160369	07/28/2023	13872	NECHES MANAGEMENT SERVICES LLS	\$780.00
160370	07/28/2023	11782	OCCUPATIONAL MEDICAL CARE	\$386.00
160371	07/28/2023	11066	OMNI FILTRATION	\$3,013.58
160372	07/28/2023	11381	PEARLAND HIGH SCHOOL VOLLEYBALL	\$550.00
160373	07/28/2023	51042	PITNEY BOWES GLOBAL FINANCIAL SER	\$265.59
160374	07/28/2023	42947	R. C. SERVICES	\$103.52
160375	07/28/2023	10464	REGION 4 ESC	\$250.00
160376	07/28/2023	11153	ROSE BRAND EAST	\$525.05
160377	07/28/2023	46567	SCHOOL SPECIALTY LLC	\$467.11
160378	07/28/2023	12600	SPALDING,NICHOLS,LAMP,LANGLOIS, LLP	\$73.75
160379	07/28/2023	13760	STAPLES, INC.	\$74.98
160380	07/28/2023	40072	TASB, INC.	\$394.23
160381	07/28/2023	14015	TEELS MAINTENANCE & SUPPLY COMPANY	\$700.00
160382	07/28/2023	34280	TRI CON INC	\$9,851.78
160383	07/28/2023	34690	WAL-MART	\$72.34
160384	07/28/2023	11179	WES VICE HARDWOODS & SUPPLY INC	\$479.52
Total of Checks -->				\$6,810,330.87

NEDERLAND INDEPENDENT SCHOOL DISTRICT
August Donations

DONATION MADE BY	DONATION MADE TO	DESCRIPTION	AMOUNT
HEB	NHS	Student Registration Snacks	\$150.00
NHS Cheerleader & GG Backers	NHS	Charter Bus for Cheer Camp	\$995.00
NHS Cheerleaders and GG Backers	NHS	iPad Pro	\$850.00
Larry's & Rita's Mexican Cajun Grill	Highland Park	Teacher/Staff Appreciation	\$1,250.00
Grand Total			\$3,245.00

**Nederland Independent School District
BUDGET CHANGE REQUEST
8/21/2023**

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	INCR./ (DECR.)	NEW BUDGET
EXPENDITURES				
Instructional				
199 11 6112	Professional Subs	\$397,000	\$75,000	\$472,000
199 11 6125	Part Time Support	\$216,000	\$325,000	\$541,000
199 11 6299	Misc Contracted Services	\$173,710	\$100,000	\$273,710
		\$786,710	\$500,000	\$1,286,710
CoCurricular/Extra Curricl				
199 36 6299	Misc Contracted Services	\$40,000	\$20,000	\$60,000
Security & Monitoring				
199 52 6299	Misc Contracted Services	\$63,000	\$25,000	\$88,000
Data Processing				
199 53 6129	Salaries - Support	\$278,218	\$20,000	\$298,218
GRAND TOTAL		\$1,167,928	\$565,000	\$1,732,928

REASON FOR REQUEST: Final Expenditure Budget Amendment for General Fund for 2022-2023 school year.

Melissa J. Wong 8/21/23
BUSINESS MANAGER/DATE

Dr. Stuart Kieschnick 8/21/23
SUPERINTENDENT/DATE

8/21/23
BOARD APPROVAL/DATE

**Nederland Independent School District
BUDGET CHANGE REQUEST
8/21/2023**

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	INCR./ (DECR.)	NEW BUDGET
Revenue				
699 00 5949 J5 000 300	Revenue	\$0	\$807,750	\$807,750
Expenditures				
699 81 6649 J5 999 399	Equipment & Furniture < \$5,000	\$0	\$807,750	\$807,750

REASON FOR REQUEST: Set up Revenue and Expenditures for The Emergency Connectivity Grant for the purchase of 2,250 District Wide Winbooks.

Melissa J Wong 8/21/2023
BUSINESS MANAGER / DATE

Dr. Stuart Kieschnick 8/21/2023
SUPERINTENDENT/DATE

BOARD APPROVAL DATE

**Nederland Independent School District
BUDGET CHANGE REQUEST
8/21/2023**

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	INCR./ (DECR.)	NEW BUDGET
697 00 7915 00 000 300 (4999)	Operating Transfer In	\$2,994,000	(\$2,994,000)	\$0
199 00 8911 00 000 300	Operating Transfer Out	\$2,994,000	(\$2,994,000)	\$0

REASON FOR REQUEST: To reverse the budget adjustment made on September 19, 2022. This will support the decision to fund the Phase III Project at the Stadium with the interest earned from Prop A and Prop B.

Melissa J Wong 8/21/2023
BUSINESS MANAGER / DATE

Dr. Stuart Kieschnick 8/21/2023
SUPERINTENDENT/DATE

BOARD APPROVAL DATE

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Initiated By

Dr. Stuart Kieschnick

Recommended By

**Retain NISD Law Firm(s)
(DISCUSSION AND/OR ACTION)**

Consider and take possible action to retain the following law firm(s)

- Walsh Gallegos Trevino Russo and Kyle, P.C.
- Region 5 ESC Legal Cooperative
- Spalding Nichols Lamp Langlois



August 1, 2023

Dr. Stuart Kieschnick
Superintendent
Nederland ISD
220 North 17th Street
Nederland, Texas 77627

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Kieschnick:

It is our privilege to serve Nederland Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on September 1, 2023, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 9/1/2023 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

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

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

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

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

Sincerely,



Haley Turner

HT/glo
Enclosures

cc: Mr. Micah Mosley, Board President
Ms. Erin Resch, Director of Special Education



WALSH GALLEGOS
TREVINO KYLE & ROBINSON P.C.

**LEGAL SERVICES RETAINER AGREEMENT
FOR NEDERLAND INDEPENDENT SCHOOL DISTRICT**

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

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it

does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

NEDERLAND INDEPENDENT SCHOOL DISTRICT

By: _____

(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS TREVIÑO KYLE & ROBINSON P.C.



By: _____

Joe A. De Los Santos
Managing Shareholder

8/1/2023

(Date)

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

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

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

I. OUR LEGAL SYSTEM

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

II. LAWYER TO CLIENT

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

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

III. LAWYER TO LAWYER

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

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

IV. LAWYER AND JUDGE

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



WALSH GALLEGOS
TREVIÑO KYLE & ROBINSON P.C.

Program for EFT/ACH Payments

Walsh Gallegos Trevino Kyle & Robinson P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to WA-EFT@wabsa.com or call Karla Alvarado at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



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

For Retainer Program Clients

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

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

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

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

For Non-retainer Program Clients

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

The above rates are subject to change at any time.



BENEFITS OF THE RETAINER PROGRAM

- 1. FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10.27 free hours of telephone consultation. That is a \$3,047.00 value in telephone calls alone!

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

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

- 2. REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

- 3. FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

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

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

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

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

- New Rules for Public Comment
- New Legislation Regarding PIA Requests and Retention of Information
- Thinking of alternatives to TRS-ActiveCare for your District's employees?
- Planning Ahead for FEMA
- Potential Forms of COVID-19 Related District Funding
- Best Practices on Addressing and Preventing Cyberbullying in a Time of COVID-19 Closures
- Staying Current With FERPA As Virtual Instruction Expands
- Final Title IX Sexual Harassment Regulations Released
- Graduation Ceremonies During the Pandemic
- The Digital Millennium Copyright Act, Copyright Infringement, & Your School District
- Time Flies! Has Your District Completed the Required Cybersecurity Training Yet?

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

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



NEDERLAND ISD E-MAIL UPDATE FORM

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

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

<u>Name</u>	<u>Title</u>	<u>E-mail</u>
Dr. Stuart Kieschnick	Superintendent	skieschnick@nederlandisd.org
Mr. Micah Mosley	Board President	mmosley@nederlandisd.org
Ms. Erin Resch	Director of Special Education	eresch@nederlandisd.org
Ms. Melissa Wong	Business Manager	mwong@nederland.k12.tx.us
Mr. Nicholas L. Phillips	Board Member	nphillips@nederlandisd.org

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

VIA FAX
(512) 467-9318

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

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1048783

Date Filed:
07/20/2023

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19730
Legal Services Retainer Agreement

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Diana Stangl, and my date of birth is 9/29/1957.

My address is 2603 Tip Cove, Austin, TX, 78704, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 20th day of July, 2023.
(month) (year)

Diana Stangl - Firm Administrator

Signature of authorized agent of contracting business entity
(Declarant)

Region 5 Education Service Center Region 5 ESC Legal Cooperative 2023-2024

SERVICE ABSTRACT

Region 5 ESC Legal Cooperative

Region 5 ESC in cooperation with Karczewski/Bradshaw/Spalding is offering a legal cooperative with the following benefits for member districts:

- Unlimited administrator attendance at two Region 5 ESC legal training sessions per year
- Two hours of telephone consultation at no additional cost
- Discounted hourly rates for legal work beyond the first two hours of phone consultation (Partners \$265-285/Associate \$245/Paralegal \$125)
- Monthly publication "KBS Law Bulletin" with timely, legal updates

Cost of membership: \$300

ESC Contact: Marianne Kondo, 409-951-1839, mkondo@esc5.net

Contract Options

09/01/2023 - 08/31/2024
<u>Join Region 5 ESC Legal Cooperative</u>
Option Total: \$300.00

Nederland ISD desires to participate in Region 5 Education Service Center's Contract.

Name of Contact Person: Nederland ISD , Phone Number 409-724-2391

Stuart Kieschnick
Signature of Asst. Superintendent

07/12/2023
Date

Dr. Byron Terrier
Signature of Executive Director

07/12/2023
Date



SPALDING NICHOLS
-LAMP LANGLOIS-

Paul A. Lamp

3700 Buffalo Speedway, Suite 560
Houston, Texas 77098
713-993-7060 (Main)
713-993-7075 (Direct)
plamp@snll-law.com



August 21, 2023

Dr. Stuart Kieschnick
Nederland Independent School District
Superintendent's Office
220 17th Street
Nederland, TX 77627

Re: Legal Services for Nederland ISD

Dear Dr. Kieschnick:

We are pleased to offer legal services to Nederland ISD (Nederland ISD) as a client of SPALDING NICHOLS LAMP LANGLOIS (the Firm). While our business relationship is always on an at-will basis, we find that a written engagement letter is useful in setting forth the general terms of the relationship. We appreciate the opportunity to serve Nederland ISD, and we recognize that your satisfaction with our services is the key to a successful professional relationship.

Please review the terms and let us know if you have any questions. Otherwise, please obtain any approvals necessary, sign below and return.

DESCRIPTION OF SERVICES

The scope of this Firm's service to Nederland ISD is to provide ongoing legal consultation to Nederland ISD in connection with any legal matters brought to the Firm's attention by authorized representatives of Nederland ISD, for which the Firm has the legal expertise to provide advice and representation of Nederland ISD.

CONFLICTS OF INTEREST

One of the most important factors for us to consider in accepting an engagement is whether our representation will conflict with the interest of any existing client of the Firm. Based on information available to us at this time, we have determined that there is no apparent conflict that would preclude our representing Nederland ISD. To the extent any potential conflicts arise, we will need to address them at that time. If an irreconcilable conflict is discovered after we have commenced work, the Firm may be disqualified from continuing our representation. Therefore, it is essential to make certain that you have advised us fully as to all interests involved in any matter we are to handle on your behalf. If we determine that a conflict of interest does exist, we will notify all affected clients and proceed in a manner consistent with the ethical standards contained in the Texas Disciplinary Rules of Professional Conduct.

FEE ARRANGEMENTS

Experience has shown that a mutual understanding at the outset about fee arrangements will enhance our working relationship. Our fees will be billed at hourly rates of \$375 for partners and \$295 for associates. Whenever appropriate and consistent with proper legal representation, to save client resources we also use a legal assistant whose hourly rate is \$150.

No retainer is required. The Firm will render a monthly statement to Nederland ISD for our fees calculated using rates set forth above. These rates are subject to increase at the start of each calendar year. Reimbursable expenses include costs incurred for transportation, lodging and meals where travel is required in connection with our representation of Nederland ISD, expense of document imaging, postage, courier services, shipping costs, and the like. Payment of each statement is due within thirty (30) days of the billing.

Whenever appropriate and consistent with proper legal representation, we use legal assistants, investigators and associates to minimize the time requirements of partners. This enables us to provide our clients economical and efficient legal services and to avoid assigning partners to tasks performed equally as well by other staff members.

THIRD-PARTY VENDORS AND SERVICES

Please also note that it is our general policy to direct all third-party vendors and services (e.g., mediators, arbitrators, etc.) to look directly to our clients for payment. Accordingly, Nederland ISD hereby agrees to pay all third-party vendors and services directly and promptly. We will attempt to advise you in advance of such expenses and seek your prior approval of any single expenditure in excess of \$1,000.00.

TERMINATION OF SERVICES

Under certain circumstances, it may be necessary to terminate our services and our attorney/client relationship prior to completion of the matter or matters for which we have been retained. In that event, we have agreed to the following:

- A. Upon written notice from Nederland ISD, the Firm will withdraw from representing Nederland ISD.
- B. The Firm, at its option, may withdraw from representing Nederland ISD at any time if Nederland ISD:
 - (1) insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law;
 - (2) seeks to pursue an illegal course of conduct;
 - (3) insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the Texas Disciplinary Rules of Professional Conduct;
 - (4) by any other conduct, renders it unreasonably difficult for the Firm to carry out its employment;
 - (5) insists that the Firm engage in conduct that is contrary to the judgment and advice of the attorneys but not prohibited under the Texas Disciplinary Rules of Professional Conduct; or



- (6) fails to perform any agreement or obligation to the Firm with respect to the payment of costs or fees for services rendered.
- C. In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to Nederland ISD's rights, including giving due notice to Nederland ISD and allowing time for employment of other counsel, delivering all papers and property to which Nederland ISD is entitled and complying with applicable laws and rules governing such withdrawal from employment.

CLIENT DOCUMENTS

We will maintain any documents Nederland ISD furnishes us in our client file (or files) for these matters. At the conclusion of the matters (or earlier, if appropriate), it is Nederland ISD's obligation to advise us as to which, if any, of the documents in our files Nederland ISD wishes us to return. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

In accordance with Texas Government Code § 81.079(b)(3), notice is hereby given that any complaints of professional misconduct may be made by contacting the State Bar of Texas at 1-800-932-1900.

This agreement supersedes any and all prior agreements between the Firm and Nederland ISD regarding the provision of legal services to Nederland ISD. If the foregoing terms and conditions are acceptable, please execute this letter agreement in the space provided below and return an executed copy to our office. Once again, we appreciate your business and look forward to a successful relationship.

Sincerely,

SPALDING NICHOLS LAMP LANGLOIS

Paul A. Lamp

ACCEPTED AND AGREED on this ___ day of _____, 2023:

NEDERLAND ISD

Signature

Title



NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 15, 2023

Dr. Steven Beagle

Date of Board Meeting

Initiated By

Dr. Stuart Kieschnick

Recommended By

Resolution DNA
(DISCUSSION AND/OR ACTION)

DNA: Resolution to the Board of Trustees to Approve a List of T-TESS Appraisers

RESOLUTION OF THE BOARD TO APPROVE A LIST OF APPRAISERS

WHEREAS, Education Code 21.351(c) provides that an appraiser using the commissioner of education's recommended appraisal process, the Texas Teacher Evaluation and Support System (T-TESS), must be the teacher's supervisor or a person approved by the Board of Trustees;

WHEREAS, Education Code 21.351(c) further states that an appraiser who is a classroom teacher may not appraise the performance of another classroom teacher who teaches at the same campus at which the appraiser teaches, unless it is impractical due to the number of campuses or unless the appraiser is the chair of a department or grade level whose job description includes classroom observation responsibilities; and

WHEREAS, 19 Texas Administrative Code 150.1005 outlines the requirements for appraisers of T-TESS;

NOW, THEREFORE, BE IT RESOLVED that in addition to a teacher's supervisor, the Board of Nederland Independent School District approves the following list of personnel as appraisers for the District, as long as they meet the state requirements to act as appraisers:

- ***Elementary Curriculum Coordinator***
- ***Secondary Math/Science Curriculum Coordinator***
- ***Secondary ELAR/Social Studies Curriculum Coordinator***
- ***Director of Special Education***
- ***Assistant Superintendent for Curriculum and Instruction***

The authority granted by this resolution is effective until the Board revokes such authority by further action.

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board of Trustees.

Presiding Officer

Secretary

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Dr. Steven Beagle
Initiated By

Dr. Stuart Kieschnick
Recommended By

**Consider Approval of District Appraisal Calendar
(DISCUSSION AND/OR ACTION)**

APPRAISAL CALENDAR 2023-2024

1. It is requested that all required days of instruction beginning September 25, 2023 through April 12, 2024 be approved for formal appraisal of teacher performance with the following exclusions:

Refer to District Test Calendar - Primary STAAR Administration Days

- November 17 - Day prior to Thanksgiving Holidays (District)
- December 20 - Day prior to Christmas Holidays (District)
- January 12 - Day prior to Holiday (District)
- February 16 - Day prior to Holiday (District)
- March 8 - Day prior to Spring Break (District)
- March 28 - Day prior to Easter Holidays (District)

2. End of Year Conference Schedule – April 15, 2024 - May 10, 2024

If approved, these periods of time will be designated as the official District Appraisal Calendar

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Melissa J. Wong
Initiated By

Dr. Stuart B Kieschnick
Recommended By

**Agreement for the Purchase of Attendance
Credit (Option 3 Agreement) (Netting Chapter 48 Funding) and to delegate
contractual authority to the Superintendent
(DISCUSSION AND/OR ACTION)**

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

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

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

The school year to which this agreement applies is 2023-2024 (the "school year").

The agreement is for Nederland Independent School District ("the district"), with a county-district number of 123905, to purchase attendance credit from the state for the school year.

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

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

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

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

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Dr Stuart B Keischnick

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

Nederland Independent School Cooperative Contracts

8/21/23

Section 44.0331 of the Education Code requires school districts to report to their Board of Trustees any management fees charged by purchasing cooperatives that Nederland Independent School District contracts with. They are as follows:

Organization	Membership Fee
Allied States (Region 19 ESC)	None
Buyboard (Texas Association of School Boards, Inc.)	None
CTPA (Central Texas Purchasing Alliance)	None
Choice Partners (Harris County Dept of Education)	None
DIR (Texas Dept of Informaiton Resources)	None
Equalis Group (Region 10)	None
HGAC (Houston Galveston Area Council)	None
OMNIA Partners (TCPN Texas coop Purchasing Network & US Communiteis - Government Purchasing Alliance Merged)	None
PACE (Purchasing Assoc of Cooperative Entities)	None
Sourcewell	None
Southeast Texas Purchasing CO OP (Region V ESC)	\$300
TIPS (TX Interlocal Purchasing System)	None
Texas Smart Buy/TXMAS (Texas Comptrollers Office) (Texas Comptrollers Office)	\$100

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Bill Jardell
Initiated By

Dr. Stuart Kieschnick
Recommended By

CONSIDER PROPOSAL
RFP – 2022-07
Waste Management Disposal Services

DISCUSSION AND/OR ACTION ITEM

Consideration and possible action to approve Republic Services Inc. in the amount of \$ 89,783.76 for scheduled yearly cost. Cost will fluctuate with additional requested container empties.

	BASE COST (YEARLY)	COOP MEMBERSHIP
*Republic Services Inc.	\$ 89,783.76	SETX Coop (Region 5)
Waste Management of Texas	\$ 170,317.08	Choice Partners

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Dr. Steven Beagle
Initiated By

Dr. Stuart Kieschnick
Recommended By

**CONSIDER PURCHASES OVER \$50,000
DISCUSSION AND/OR ACTION ITEM**

Consider approval of the following items

Nederland Independent School District			
Community In Schools	Hillcrest, Central Middle, NHS	Site Coordinators Contract	\$90,000.00
Imagine Learning Reading, Math, STAR software & training	Middle Schools & High School	Buy Board Coop	\$51,382.00
McGraw Hill TX Social Studies	NHS	IMA - State Approved Materials	\$79,891.20
Power School	ESchool Plus SIS SaaS	Yearly Renewal	\$95,942.15
Power School	ESchool Financial Accounting Base	Yearly Renewal	\$93,225.57
Renaissance A/R, Star Math/Reading	District Wide	TIPS Coop	\$61,859.93
Savvas Learning Co. TX Math	District Wide PK-3 House Bill 3 Goals 1 & 2	IMA – State Approved Materials	\$52,717.37

NEDERLAND INDEPENDENT SCHOOL DISTRICT
Board of Trustees

August 21, 2023

Date of Board Meeting

Initiated By

Dr. Stuart Kieschnick

Recommended By

District Goals for 2023-2024
(DISCUSSION AND/OR ACTION)

Consider District Goals for 2023-2024 as presented on the following page.

Goals 2022-2023

Goal 1: Nederland ISD will seek continuous student performance improvement by focusing on Early Childhood Literacy. The percent of 3rd grade students that score "Meets Grade Level" or above on STAAR Reading will increase from 59% to 62% by June 2024. (HB-3)

- *The percent of PK students that score "on track" on the CLI literacy diagnostic will increase Reading from 63% to 66% by June 2024.*
- *The percent of Kindergarten students that score "at or above benchmark" (40%+) on STAR Early Literacy will increase from 81% to 84% by June 2024.*
- *The percent of Grades 1-3 students that score "at or above benchmark" (40%+) on STAR Renaissance Reading will increase from 64% to 67% by June 2024.*

Goal 2: Nederland ISD will seek continuous student performance by focusing on Early Childhood Math. The percent of 3rd grade students that score "Meets Grade Level" or above on STAAR Math will increase from 59% to 62% by June 2024(HB-3)

- *The percent of PK students that score "on track" on the CLI literacy diagnostic will increase Math 87% to 90% by June 2024.*
- *The percent of Grades 1-3 students that score "at or above benchmark" (40%+) on STAR Renaissance Math from 80% to 83% by June 2024.*

Goal 3: Nederland ISD will seek continuous student performance improvement by focusing on College, Career, and Military Readiness. The percentage of graduates that meet the criteria for CCMR on the TAPR will increase from 74% to 80% by August 2024.

- *The percent of students that earn the dual credit for college readiness will increase from 33% to 36% by August 2024.*
- *The percent of students that earn Industry-Based Certifications for career readiness will increase from 14% to 20% by August 2024.*
- *The percent of students that meet the Texas Success Initiative Assessment will increase from 57% to 60% by August 2024.*

NEDERLAND

INDEPENDENT SCHOOL DISTRICT

— IMAGINE · INNOVATE · INSPIRE —

Goal 4: Nederland ISD will recruit and retain dedicated, quality personnel and provide a safe environment committed to supporting and growing our employees to their full potential. We believe our team is our most important asset and our district will be a destination of excellence.

- *A competitive compensation plan will be presented to the Board annually for approval in order to recruit and retain quality personnel. **Budget presented in August***
- *Annual employee engagement survey will be conducted with the results presented at the April Board Meeting with an action plan developed by June. **Report -April Board Meeting; Plan – June Board Meeting***
- *Staffing levels will be reviewed and reported at the November Board Meeting. **November Board Meeting***
- *Meaningful professional development opportunities and teacher planning time will be provided that support school district goals and continuous professional growth for personnel. A semi-annual report will be presented at the May Board Meeting. **Report - May Board Meeting***
- *NISD will continue to pursue any and all safety measures that will help keep all students safe in the District.*

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Bill Jardell
Initiated By

Dr. Stuart Kieschnick
Recommended By

Resolution for Campus Security Personnel Standard

ACTION ITEM

Consider Resolution for Campus Security Personnel Standard as shown on the following pages.

**RESOLUTION OF THE
NEDERLAND INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

WHEREAS, Texas Education Code section 37.0814 requires that each school district board of trustees determine the appropriate number of armed security officers for each district campus and sets a target of one armed security officer present during regular school hours at each district campus; and

WHEREAS, Section 37.0814 defines “armed security officer” as a school district peace officer, a school resource officer, or a commissioned peace officer employed as security personnel; and

WHEREAS, due to a lack of qualified personnel, the Nederland ISD has thus far been unable to secure a qualified peace officer for each district campus and seeks to set a minimum standard for the provision of security at each campus, in accordance with Texas Education Code 37.0814(c) and (d); and

WHEREAS, Nederland ISD is committed to the safety and security of all students and staff and has and will continue to make reasonable efforts secure a qualified peace officer for each district campus; and

WHEREAS, the Board of Trustees has received and considered proposed standards for campus security personnel, attached hereto as Exhibit A, consisting of armed security personnel at each campus; and

NOW, THEREFORE, BE IT RESOLVED, that:

1. the Board of Trustees of Nederland Independent School District adopts the standards for campus security personnel as presented in Exhibit A, attached; and
2. the Board of Trustees hereby directs the Superintendent or designee to ensure the creation and maintenance of proper documentation of the District’s compliance with Texas Education Code 37.0814 and the standards adopted herein; and
3. authorizes the Superintendent or designee to take all other reasonable steps necessary to effectuate the intent of this resolution.

Adopted by the vote of a majority of members of the Board of Trustees of the Nederland ISD present and voting at an open meeting of the Board on the 21st day of August, 2023, at which a quorum was present:

Micah Mosley, President

Roya Scott, Secretary

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Exhibit A

Campus Security Personnel Alternative Standard

The Nederland ISD Alternative Standard will be a combination of School Resource Officers, a School Guardian, and Security Guards on each campus. A substitute Security Guard or an off-duty Police Officer will fill the position in the event of an absence of campus security personnel. NISD will inform local law enforcement authorities about the presence of firearms on campus.

Training for NISD Security Guards will consist of:

School Safety Training by a qualified handgun instructor certified in school safety.

Quarterly range instruction to demonstrate physical proficiency with a hand gun.

Any other training the Board deems necessary.

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023
Date of Board Meeting

Bill Jardell
Initiated By

Dr. Stuart Kieschnick
Recommended By

**CLOSED SESSION:
Policy Update
CKC (Local) Revision
CKE (Local) Revision
DH (Local) Addition
School Safety Program
(DISCUSSION AND/OR ACTION)**

ACTION ITEM

Consider and take possible action regarding District security system, security infrastructure and/or security personnel.

Any action, decision, or vote in this matter will be conducted in open session.

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Board of Trustees

August 21, 2023

Date of Board Meeting

Initiated By

Dr. Stuart Kieschnick

Recommended By

**CLOSED SESSION
(DISCUSSION AND/OR ACTION)**

CLOSED SESSION: The Board of Trustees will meet in executive (closed) session to discuss certain matters excepted from public disclosure by the following statutory provisions: to deliberate matters pertaining to personnel matters including employee contract renewal/non-renewals, as permitted by section §551.074, Texas Government Code; to deliberate matters pertaining to discipline of a student, as permitted by section §551.082, Texas Government Code; for discussion of personally identifiable student information as permitted by section §551.0821, Texas Government Code; to deliberate matters pertaining to real property, as permitted by section §551.072, Texas Government Code; to discuss legal issues related to 2019 Bond Projects, as permitted by section §551.071, Texas Government Code; to consult with attorney, as permitted by section §551.071, Texas Government Code; to deliberate matters pertaining to security devices or security audits, as permitted by section §551.076, Texas Government Code.