

A REGULAR meeting of the Board of Trustees of the Nixon-Smiley CISD will be held on April 12, 2021, beginning at 6:00 PM in the Nixon-Smiley HS Library, 800 N Rancho Rd, Nixon, TX 78140.

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: (Items do not have to be taken in the same order as shown on the meeting notice.)

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4. Public Hearing on Agreement for Value Limitation Under 313 of the Property Tax Code	
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7. Consider and possible action to approve Board Findings pursuant to Chapter 313 of the Texas Property Tax Code regarding the Application for Value Limitation Agreement from 247CT 8me LLC, Comptroller Application #1534	31
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22. Adjourn	

If, during the course of the meeting, discussion of any item on the agenda should be held in closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Tex. Gov't. Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

**This notice was posted in compliance with the Texas Open Meetings Act at 4pm, April 8, 2021.
For the Board of Trustees: Dr. Cathy L. Lauer**

INFORMATION

April 12, 2021

SUBJECT: Pledges

PRESENTED BY: Cathy L. Lauer, Ph.D.

The Pledge of Allegiance to the Flag

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

The Pledge of Allegiance to the Flag of Texas

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

INFORMATION

April 12, 2021

SUBJECT: Public Comments on Agenda Items

PRESENTED BY: Board President

BACKGROUND INFORMATION

Board Policy BED (LOCAL) provides audience participation at a Board meeting and is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

At all Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

ADMINISTRATIVE CONSIDERATION

The Board shall allot 30 minutes to hear persons who desire to make comments to the Board. No presentation shall exceed five minutes. The Board may not deliberate, discuss, or make any decision on any subject not on the agenda.

ADMINISTRATIVE RECOMMENDATION

That the Board provides time to hear citizens or groups who request an audience with the Board.

BOARD ACTION REQUESTED

Hear the information presented and ask for additional information as necessary.

The above format is not for complaints against individuals. For complaints about individuals Policy GF (Local) will be followed.

PUBLIC COMPLAINTS GF (LOCAL):

Complaints for which other resolution procedures are provided shall be directed first through those channels before addressing the Board under this policy. [see (LEGAL) and/or (LOCAL) text at codes DGBA, EFA, FB, FMA, FNG, FOA, FOD; for complaints against peace officers, see CKE (LEGAL)]

PRESENTATIONS In most circumstances, citizens shall be entitled to administrative conferences and informal presentations of the complaint to the Board.

LEVEL ONE Complaints shall initially be discussed with the appropriate administrator within 15 calendar days of the event or action that is the subject of the complaint.

LEVEL TWO If the complaint is not resolved, the citizen may request a conference with the Superintendent or designee. Prior to or at the conference with the Superintendent or designee, the citizen shall submit a written complaint that includes a description of the complaint, the solution sought, and the date of the conferences with the administrator.

LEVEL THREE If the outcome of a conference with the Superintendent or designee is not to the complainant's satisfaction or if the time for a response has expired, the complainant may submit to the Superintendent or designee a request to place the matter on the agenda of a future Board meeting. The request shall be in writing and must be filed within seven days of the response or, if no response is received, within seven days of the response deadline.

The Superintendent shall inform the complainant of the date, time, and place of the meeting.

The presiding officer shall establish a reasonable time limit for complaint presentations. The District shall make an audiotape record of the Level Three proceeding before the Board. The board shall hear the complaint and shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

CLOSED MEETING If the complaint involves complaints or charges about an employee, it will be heard by the Board in closed meeting unless the employee complained about requests it to be public.

INFORMATION

April 12, 2021

SUBJECT: Public Hearing Agreement for Value Limitation Under 313 of the Property Tax Code

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Convene public hearing and take public comment regarding the Application for Value Limitation Agreement from 247CT 8me LLC, Comptroller Application #1534 pursuant to Chapter 313 of the Texas Property Tax Code.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

**SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED
247CT 8ME LLC PROJECT
(APPLICATION # 1534)
ON THE FINANCES OF
NIXON-SMILEY INDEPENDENT SCHOOL DISTRICT
UNDER A REQUESTED
CHAPTER 313 APPRAISED VALUE LIMITATION**

**PREPARED BY
JIGSAW SCHOOL FINANCE SOLUTIONS, LLC**

Introduction

247CT 8me LLC (“Company”) has submitted an application to the Nixon-Smiley Independent School District (“District”) requesting a property value limitation on a proposed project located within the school district boundaries, under Chapter 313 of the Texas Tax Code. The proposed project is a renewable energy electric generation project located in Wilson County, TX. The company estimates that the total investment in this project will be approximately \$106 million.

Local government entities in Texas, including school districts, rely heavily on the ad valorem property tax to fund operations and building projects. Thus, the property tax burden that Texas imposes on individuals and business entities is higher compared to most other states. Seeking to encourage economic development and to attract large scale capital investment, the 77th Texas Legislature in 2001 enacted House Bill 1200 creating Tax Code Chapter 313, the Texas Economic Development Act. The act, as amended by the legislature in 2007, 2009 and 2013 now grants eligibility to companies engaging in manufacturing, advanced clean energy projects, research and development, clean coal projects, renewable electric energy generation, electric power generation using integrated gasification combined cycle technology, nuclear electric power generation and a computer center used primarily in connection to one of the other categories or a Texas Priority Project. Under the provisions of this law, the Nixon-Smiley Independent School District may grant a value limitation for maintenance and operation taxes in the amount of \$25 million dollars for a period of ten years.

The application calls for the project to be taxable for both maintenance and operation (M&O) and interest and sinking (I&S) during the 2022-23 and 2023-24 school years. Beginning with the 2024-25 school year, the value of the project would be limited to \$25 million for maintenance and operation (M&O) tax purposes and remain limited through the 2033-34 school year. The full value of the project will be taxable for debt service purposes using the I&S tax rate in all years of the agreement.

Revenue Protection Payment to District -	\$ 793,325
Supplemental Payments to District -	\$1,399,500
Total Revenue to District Resulting From Tax Code Chapter 313 Agreement -	<u>\$2,192,825</u>
Total Tax Savings to Company after all Payments -	<u>\$1,248,985</u>

School Finance Mechanics

The Texas system of public-school funding is based on the ad valorem property tax. Schools levy a tax rate for maintenance and operation (M&O) and interest and sinking (I&S) against a current year tax roll. As a result of House Bill 3, as passed by the 86th Texas Legislature, signed into law and effective in relevant part on September 1, 2019, State funding is calculated using current year property value which is a significant change from prior law which since 1993 has relied on prior year values as certified by the Comptroller’s Property Tax Division (CPTD). However, for the purposes of

districts with Tax Code Chapter 313 agreements and in accordance with Sec. 48.256 – LOCAL

SHARE OF PROGRAM COST (TIER I), Subsection d - *A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year.* During any school year where there would have been a loss of property tax revenue from the prior year as a result of the Tax Code Chapter 313 agreement, a revenue protection payment equal to that reduction will be required.

Texas school districts are funded by a combination of local ad valorem property taxes and state aid. Most of the funds that a school district generates through the funding formulas is generated in Tier 1. Local M&O collections at the compressed tax rate generate Tier I funding. In 2019-20, a school district's Tier I revenue is the greater of the adjusted minimum target revenue amount or the state share of Tier 1 plus local M&O collections at the compressed rate. The Tier 1 formulas start with a Basic Allotment per student of \$ 6,160. Funding calculations use the number of students in average daily attendance, the number of students who participate in categorical/special programs and adjustments for size, sparsity and location determine a Total Cost of Tier 1. A Local Fund Assignment is determined by multiplying the district's compressed tax rate by the current year property value. This formula determines the local ad valorem property taxes the district must collect in order to satisfy the district's share of the Tier 1 cost. School districts that are relatively property wealthy per student fund most of the Total Cost of Tier 1 with local property taxes, while school districts that are relatively property poor per student receive most of the Total Cost of Tier 1 from state aid.

Underlying Assumptions

A forecast of the financial impact that the proposed value limitation will have on Nixon-Smiley ISD's future revenue is critical information that will be very useful to the district when making the decision to grant the limitation and for the district's long range financial planning process. Analysis for this application covers the 2020-21 through the 2038-39 school years.

The Revenue Protection Clause of the proposed agreement and Tax Code Chapter 313 Section 48.256 Subsection D calls for the school district to be held harmless against any potential losses as a result of the value limitation agreement. Revenue protection calculations are to be made using whatever property tax laws and school funding formulas are in place at that time in years one through ten of the agreement. This stipulation is a statutory requirement under Section 313.027 of the Tax Code.

The approach used in this report was to predict 16 years of base data including average daily attendance, M&O and I&S tax rates, maintenance and operation (M&O) tax collections, current year (CAD) values and prior year (CPTD) values for each year of the agreement. For the purposes of this analysis, final 2019 CPTD values were used as well as 2020 CPTD values projected on the State LPVS.

Table 1 Base District Information
Nixon-Smiley ISD, 247CT 8me LLC, Project # 1534

Year of Agreement	School Year	ADA	WADA	Assumed M&O Tax Rate	Assumed I&S Tax Rate	Property Value Without Project	Project Values	Property Value No Limit	Property Value With Limit	Property Value with Project per WADA	Property Value with Limitation per WADA
0	2020-21	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$0	\$1,121,202,374	\$1,121,202,374	\$670,761	\$670,761
0	2021-22	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$0	\$1,121,202,374	\$1,121,202,374	\$670,761	\$670,761
QTP 1	2022-23	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$0	\$1,121,202,374	\$1,121,202,374	\$670,761	\$670,761
QTP 2	2023-24	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$20,000,000	\$1,141,202,374	\$1,141,202,374	\$682,726	\$682,726
L1	2024-25	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$106,250,000	\$1,227,452,374	\$1,146,202,374	\$734,325	\$685,717
L2	2025-26	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$95,625,000	\$1,216,827,374	\$1,146,202,374	\$727,968	\$685,717
L3	2026-27	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$85,000,000	\$1,206,202,374	\$1,146,202,374	\$721,612	\$685,717
L4	2027-28	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$74,375,000	\$1,195,577,374	\$1,146,202,374	\$715,255	\$685,717
L5	2028-29	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$63,750,000	\$1,184,952,374	\$1,146,202,374	\$708,899	\$685,717
L6	2029-30	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$53,125,000	\$1,174,327,374	\$1,146,202,374	\$702,543	\$685,717
L7	2030-31	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$42,500,000	\$1,163,702,374	\$1,146,202,374	\$696,186	\$685,717
L8	2031-32	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$31,875,000	\$1,153,077,374	\$1,146,202,374	\$689,830	\$685,717
L9	2032-33	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,142,452,374	\$683,473	\$683,473
L10	2033-34	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,142,452,374	\$683,473	\$683,473
MVP1	2034-35	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,142,452,374	\$683,473	\$683,473
MVP2	2035-36	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,121,202,374	\$683,473	\$670,761
MVP3	2036-37	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,121,202,374	\$683,473	\$670,761
MVP4	2037-38	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,121,202,374	\$683,473	\$670,761
MVP5	2038-39	933	1,672	\$0.9764	\$0.1636	\$1,121,202,374	\$21,250,000	\$1,142,452,374	\$1,121,202,374	\$683,473	\$670,761

To isolate the impact of the value limitation on the District's finances over the term of the agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that existed in the 2020-21 school year. An Average Daily Attendance (ADA) of 1,534, Weighted Average Daily Attendance (WADA) of 1,672 and a Maintenance & Operations (M&O) tax rate of \$0.9764 were used for each year of the of the initial forecast. Due to HB 3, however, the M&O tax rate will potentially be compressed each tax year. A tax collection rate of 100% is assumed in all the calculations used in this analysis. The Local Property Value Study (LPVS) reported values for 2020-2021 were used as the 2020 County Appraisal District (CAD) value. This value was used as the basis for subsequent current year (CAD) values in this report. The 2019 T1, T2, T3 and T4 Comptroller Property Tax Division (CPTD) values certified to school districts in late July, 2020 was used for 2019-20 year and the LPVS projected CPTD 2020 value was used as a basis for predicting future year (CPTD) values for each of the agreement years.

The proposed agreement and Tax Code Chapter 313 Section 48.256 Subsection D calls for Nixon-Smiley ISD to be held harmless against potential state and local revenue losses that might occur as a result of the value limitation being in effect for any given year of the agreement. In order to predict when and if these tax revenue losses may occur, a state and local revenue projection for the 2020-2021 school year was completed to serve as baseline data and is displayed in **Table 2**. In any year of the limitation period where total state and local funding with the full project value exceeds the total state and local funding produced when the limited value is used, a Revenue Protection Payment is indicated for that year. The results of these calculations are illustrated in **Table 3**.



Table 2			
District:	Nixon-Smileq ISD		
Applicant:	247CT 8me LLC		
Project #	1534		
Summary of Finances 2020-21 School Year			
Basic Information:			
Total Refined ADA (adj. for decline, if applicable)		932.89	932.89
CPTD Property Value		1,121,412,352	1,121,202,374
Total M&O Tax Collections		11,789,286	10,859,489
HB 3 WADA			1,671.54
		2020-21 Old Law	2020-21 HB 3
Total Cost of Tier I		9,347,581	10,467,660
LESS: Local Fund Assignment		11,214,124	10,274,699
State Share of Tier I		(1,866,543)	192,962
TIER I STATE AID:			
Greater of State Share of Tier I or Current Law ASF+HS NIFA; or HB3 ASF		472,035	394,199
Gross Recapture - Tier I		0	201,237
Adjustments to Gross Recapture in Order to Maintain Revenue, if applicable		0	(82,527)
Adjusted Gross Recapture - Tier I		0	118,710
CAD credit		0	4,974
Net Recapture - Tier I		0	113,736
Tier II State Aid for "Golden" Level		748,203	313,129
Tier II State Aid for "Copper" Level		0	0
TOTAL TIER II STATE AID		748,203	313,129
Gross Recapture - Copper Pennq Level		0	0
CAD credit		0	0
Net Recapture - Copper Pennq Level		0	0
Other Programs:			
Supplemental TIF Payment		0	0
State Aid Reduction for WADA Sold		0	0
Ch 313 Tax Credits		0	0
Staff Allotment		0	0
TSD Charge		0	0
TSB Charge		0	0
TOTAL OTHER PROGRAMS		43,875	0
Less: Available School Fund (estimated)		(394,199)	(394,199)
SUMMARY OF TOTAL STATE/LOCAL M&O REVENUE:			
M&O Revenue From State (not including Fund 599)		1,264,113	707,328
M&O Revenue From Local Taxes Before Recapture		11,789,286	10,859,489
Recapture, if any		2,018,693	113,736
STATE/LOCAL M&O REVENUE (prior to Formula Transition & Equalized Wealth Transition)		11,034,706	11,453,081
Formula Transition Grant		0	0
Equalized Wealth Transition Grant		0	0
HB 3 NET TOTAL STATE/LOCAL M&O REVENUE		11,034,706	11,453,081

Financial Impact on the School District

Utilizing the assumptions and methodology described above, total maintenance and operation tax revenue was estimated for each year of the agreement. **Table 3** indicates that there will be a tax revenue loss to the district of \$0.793 million over the course of the agreement. The revenue loss by the district due to the agreement and Tax Code Chapter 313 Section 48.256 Subsection D is estimated to be mostly in the first year of the value limitation period.

Financial Impact on the Taxpayer

The terms of the proposed agreement call for the maintenance and operation (M&O) value of the project to be limited to \$25 million starting in school year 2024-25 and remaining limited through school year 2033-34. The potential gross and net tax savings to 247CT 8me LLC are shown in **Table 3**. As stated earlier, an M&O tax rate of \$0.9764 and a collection rate of 100% is used throughout the calculations in this report. **Table 3** shows gross tax savings due to the limitation of \$3.442 million over the length of the contract. Net tax savings are estimated to be \$1.249 million. To estimate supplemental payments to the school district of \$100 per ADA, a model of ADA was applied to the base ADA of , which was the ADA for Nixon-Smilely ISD through the end of the first semester of the 2020-21 school year. The enrollment was 933 and the supplemental payments will be \$93,300.

Facilities Funding Impact on the District

Reports submitted by 247CT 8me LLC show the full value of the property being depreciated over time. Even so, the full value of the project will be available to the district for I&S taxes and will enhance the district's ability to service current and future debt obligations. Texas funding laws provide assistance to school districts for debt service purposes in the form of the Instructional Facilities Allotment and the Existing Debt Allotment. The formulas provide a guarantee of \$35 per ADA per penny of tax effort. While the project is expected to provide additional employment opportunities in the area, the impact on student enrollment is predicted to be minimal.

Conclusion

The 247CT 8me LLC project proposed in this application will benefit the community, the district, Nixon-Smilely ISD and the taxpayer, 247CT 8me LLC. The community will receive economic development, the taxpayer will enjoy savings on property taxes and the district will be held harmless from revenue loss due to the provisions of the agreement and Tax Code Chapter 313 Section 48.256 Subsection D. The district will also enjoy an increased value available for I&S tax collections dedicated to debt service that can be leveraged to provide first class facilities for faculty and students.

Note, the Texas Legislature could take action that could potentially change the impact of this 313 valuation limitation agreement on the finances of Nixon-Smilely ISD and result in estimates that differ

significantly from the estimates presented in this analysis. Some of the factors that could significantly change these estimates are legislative or administrative changes made by the Texas Legislature, the Texas Education Agency or the Comptroller of Public Accounts. The changes could contain modifications to the school finance formulas, property value appraisals, tax exemptions or tax code. Other factors that could impact the estimates of this agreement could also include changes to property values, district tax rates and student enrollment.

Table 3 Estimated Financial Impact
Nixon-Smiley ISD, 247CT 8me LLC, Project # 1534

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit \$100 per ADA	Company Tax Benefit
0	2020-21	\$0	\$0	\$0	0.9764	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	2021-22	\$0	\$0	\$0	0.9764	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP 1	2022-23	\$0	\$0	\$0	0.9764	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP 2	2023-24	\$20,000,000	\$20,000,000	\$0	0.9764	\$195,280	\$195,280	\$0	\$0	\$0	\$186,600	-\$186,600
L1	2024-25	\$106,250,000	\$25,000,000	\$81,250,000	0.9764	\$1,037,425	\$244,100	\$793,325	-\$793,325	\$0	\$0	\$0
L2	2025-26	\$95,625,000	\$25,000,000	\$70,625,000	0.9764	\$933,683	\$244,100	\$689,583	\$0	\$689,583	\$186,600	\$502,983
L3	2026-27	\$85,000,000	\$25,000,000	\$60,000,000	0.9764	\$829,940	\$244,100	\$585,840	\$0	\$585,840	\$93,300	\$492,540
L4	2027-28	\$74,375,000	\$25,000,000	\$49,375,000	0.9764	\$726,198	\$244,100	\$482,098	\$0	\$482,098	\$93,300	\$388,798
L5	2028-29	\$63,750,000	\$25,000,000	\$38,750,000	0.9764	\$622,455	\$244,100	\$378,355	\$0	\$378,355	\$93,300	\$285,055
L6	2029-30	\$53,125,000	\$25,000,000	\$28,125,000	0.9764	\$518,713	\$244,100	\$274,613	\$0	\$274,613	\$93,300	\$181,313
L7	2030-31	\$42,500,000	\$25,000,000	\$17,500,000	0.9764	\$414,970	\$244,100	\$170,870	\$0	\$170,870	\$93,300	\$77,570
L8	2031-32	\$31,875,000	\$25,000,000	\$6,875,000	0.9764	\$311,228	\$244,100	\$67,128	\$0	\$67,128	\$93,300	-\$26,173
L9	2032-33	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$93,300	-\$93,300
L10	2033-34	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$93,300	-\$93,300
MVP1	2034-35	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$93,300	-\$93,300
MVP2	2035-36	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$93,300	-\$93,300
MVP3	2036-37	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$93,300	-\$93,300
MVP4	2037-38	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$0	\$0
MVP5	2038-39	\$21,250,000	\$21,250,000	\$0	0.9764	\$207,485	\$207,485	\$0	\$0	\$0	\$0	\$0
TOTALS						\$7,042,285	\$3,600,475	\$3,441,810	-\$793,325	\$2,648,485	\$1,399,500	\$1,248,985

*Note: School District Revenue-Loss estimates are subject to change based on various factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year project appraisal values, and changes in school district tax rates. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

INFORMATION

April 12, 2021

SUBJECT: 313 Agreement – Public Comments on Resolution

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Public hearing to take comments on Resolution designating “247CT 8me Reinvestment Zone” pursuant to Chapter 312 of the Texas Tax Code.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

INFORMATION

April 12, 2021

SUBJECT: Acknowledgement of Conflict of Interest Policy

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Acknowledgement of conflict of interest policy in connection with the application for agreement for limitation on appraised value of property for school district maintenance and operations taxes from 247CT 8me LLC, Comptroller Application #1534.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

ACKNOWLEDGEMENT OF INDIVIDUAL TRUSTEES OF THE
 NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 BOARD OF TRUSTEES OF CONFLICT OF INTEREST POLICY

STATE OF TEXAS §
 §
 COUNTY OF WILSON §

On the 12th day of April, 2021, in a duly called and constituted public meeting of the Board of Trustees of the Nixon-Smiley Consolidated Independent School District, the Board of Trustees reviewed the Board’s Policies relating to Ethics and Conflict of Interest, Nixon-Smiley Consolidated Independent School District Policies BBFA (LEGAL) and (LOCAL), identified in **Exhibit A**.

The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees had a subsequent item on its agenda to take up and consider an Agreement for an Appraised Value Limitation on Qualified Property (the “Agreement”) from 247CT 8me, LLC (the “Applicant”), pursuant to Chapter 313 of the Texas Tax Code.

Prior to taking up such Agreement and after reviewing the attached Ethics Policies BBFA (LEGAL) and (LOCAL), each of the following Board Members acknowledged and confirmed that s/he has reviewed the policy and has complied with all Conflict of Interest Policies:

Board Member	No Conflict	Disclosure Made	Absent
Richard Lott	_____	_____	_____
Lester Warzecha	_____	_____	_____
Mark Mendez	_____	_____	_____
Bud Box	_____	_____	_____
Jimmy Newman	_____	_____	_____
Aly Tschoepe	_____	_____	_____
Chris Villasana	_____	_____	_____

The Secretary to the Board shall cause this Acknowledgment to be entered into the minutes of this meeting of April 12, 2021.

Exhibit A

Note: For information regarding conflicts of interest and depository contracts, see BDAE.

Substantial Interest Affidavit

If a local public official has a substantial interest in a business entity or in real property, the local public official shall, before a vote or decision on any matter involving the business entity or the real property, file an affidavit stating the nature and extent of the interest if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The affidavit shall be filed with the official recordkeeper of the district.

Local Gov't Code 171.004(a)-(b)

Abstention

The local public official shall also abstain from further participation in the matter.

If a trustee is required to file and does file an affidavit, that trustee shall not be required to abstain from further participation in the matter or matters requiring such an affidavit if a majority of the trustees are likewise required to file and do file affidavits of similar interests on the same official action.

Local Gov't Code 171.004(a), (c)

Definitions

"Substantial Interest"

A person has a substantial interest in a business entity if any of the following is the case:

1. The person owns at least:
 - a. Ten percent of the voting stock or shares of the business entity, or
 - b. Either ten percent or \$15,000 of the fair market value of the business entity.
2. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.

Local Gov't Code 171.002

<i>"Business Entity"</i>	"Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law. <i>Local Gov't Code 171.001(2)</i>
<i>"First-Degree Relatives"</i>	The local public official is considered to have a substantial interest if a person related in the first degree by either affinity or consanguinity to the local public official, as determined under Government Code Chapter 573, Subchapter B [see DBE], has a substantial interest as defined above. <i>Local Gov't Code 171.002</i>
<i>"Local Public Official"</i>	"Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), central appraisal district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature. <i>Local Gov't Code 171.001(1)</i>
<i>"Real Property"</i>	A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. <i>Local Gov't Code 171.002</i>
Contracts Permitted	A board may contract with a business entity in which a trustee has a substantial interest if the trustee follows the disclosure and abstention procedure set out above. <i>Atty. Gen. Op. JM-424 (1986)</i>
Separate Vote on Budget	A board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a trustee has a substantial interest. The affected trustee shall not participate in that separate vote, but may vote on a final budget if he or she filed the affidavit and the matter in which he or she is concerned has been resolved. <i>Local Gov't Code 171.005</i>
Depository Bank	A school board member with a "substantial interest" in a depository bank must file an affidavit stating his interest and must abstain from participating in decisions on loan contracts with the depository if action on the matter will have a special economic effect on the bank that is distinguishable from the effect on the public. <i>Atty. Gen. Op. JM-1082 (1989)</i> [See BDAE]
Violations	A local public official commits an offense if the official knowingly: <ol style="list-style-type: none">1. Violates Local Government Code 171.004.2. Acts as surety for a business entity that has a contract, work, or business with a district.3. Act as surety on any official bond required of an officer of a district. <i>Local Gov't Code 171.003</i>

Voidable Actions	The finding by a court of a violation of Local Government Code Chapter 171 does not render an action of the board voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed without the vote of the person who violated the chapter. <i>Local Gov't Code 171.006</i>
Conflicts Disclosure Statement	<p>A local government officer shall file a conflicts disclosure statement, as adopted by the Texas Ethics Commission, with respect to a vendor if the vendor enters into a contract with the district or the district is considering entering into a contract with the vendor; and the vendor:</p> <ol style="list-style-type: none">1. Has an employment or other business relationship with the local government officer or a family member of the officer, and the business relationship results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:<ol style="list-style-type: none">a. A contract between the district and the vendor has been executed; orb. The district is considering entering into a contract with the vendor;2. Has given to the local government officer or a family member of the officer one or more gifts, and the gift or gifts have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:<ol style="list-style-type: none">a. A contract between the district and the vendor has been executed; orb. The district is considering entering into a contract with the vendor; or3. Has a family relationship with the local government officer.
Gifts—Exception	<p>A local government officer is not required to file a conflicts disclosure statement in relation to a gift, as defined by law, accepted by the officer or a family member of the officer if the gift is:</p> <ol style="list-style-type: none">1. A political contribution as defined by Title 15, Election Code; or2. Food accepted as a guest. <p><i>Local Gov't Code 176.003(a)-(a-1)</i></p>
Filing Date	A local government officer shall file the conflicts disclosure statement with the records administrator of a district not later than 5:00 p.m. on the seventh business day after the date on which the

	officer becomes aware of the facts that require the filing of the statement. <i>Local Gov't Code 176.003(b)</i>
Vendor Questionnaire	A person who is both a local government officer and a vendor of a local governmental entity is required to file a vendor questionnaire if the person enters or seeks to enter into a contract with the local governmental entity; or is an agent of a person who enters or seeks to enter into a contract with the local governmental entity. [See CHE] <i>Local Gov't Code 176.006(e)</i>
Definitions	
"Agent"	"Agent" means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person. The term includes an employee. <i>Local Gov't Code 176.001(1)</i>
"Business Relationship"	"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: <ol style="list-style-type: none">1. A transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;2. A transaction conducted at a price and subject to terms available to the public; or3. A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. <i>Local Gov't Code 176.001(a-1)</i>
"Family Member"	"Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Government Code Chapter 573, Subchapter B. [See DBE] <i>Local Gov't Code 176.001(2)</i>
"Family Relationship"	"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Government Code Chapter 573, Subchapter B. [See DBE] <i>Local Gov't Code 176.001(2-a)</i>
"Gift"	"Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient. <i>Local Gov't Code 176.001(2-b)</i>

<i>"Investment Income"</i>	<p>"Investment income" means dividends, capital gains, or interest income generated from:</p> <ol style="list-style-type: none">1. A personal or business:<ol style="list-style-type: none">a. Checking or savings account,b. Share draft or share account, orc. Other similar account;2. A personal or business investment; or3. A personal or business loan. <p><i>Local Gov't Code 176.001(2-d)</i></p>
<i>"Local Government Officer"</i>	<p>"Local government officer" means a member of the board, the superintendent, or an agent (including an employee) of the district who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. <i>Local Gov't Code 176.001(4)</i></p>
<i>"Records Administrator"</i>	<p>"Records administrator" means the director, superintendent, or other person responsible for maintaining the records of a district or another person designated by the district to maintain statements and questionnaires filed under Local Government Code 176 and perform related functions. <i>Local Gov't Code 176.001(5)</i> [See CPC]</p>
<i>"Vendor"</i>	<p>"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. <i>Local Gov't Code 176.001(7)</i></p>
Duties of Records Administrator	<p>A records administrator shall:</p> <ol style="list-style-type: none">1. Maintain a list of local government officers of the district and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire under Local Government Code 176.006; and2. Maintain the statements and questionnaires that are required to be filed under Government Code Chapter 176 in accordance with the district's records retention schedule. [See CPC] <p><i>Local Gov't Code 176.0065</i></p>
Internet Posting	<p>A district that maintains an internet website shall provide access on the district's internet website to the conflicts disclosure statements and questionnaires required to be filed with the records administrator. <i>Local Gov't Code 176.009</i></p>

Violations

A local government officer commits an offense if the officer is required to file a conflicts disclosure statement and knowingly fails to file the required conflicts disclosure statement with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. It is an exception to the application of the penalty that the local government officer filed the required conflicts disclosure statement not later than the seventh business day after receiving notice from the district of the alleged violation.

A board may reprimand, suspend, or terminate the employment of an employee who knowingly fails to comply with a requirement adopted under Local Government Code 176. [See DF series]

A board may, at its discretion, declare a contract void if the board determines that a vendor failed to file a conflict of interest questionnaire required by Local Government Code 176.006.

Local Gov't Code 176.013

**Affidavit Disclosing
Interest in Property**

If a public servant has a legal or equitable interest in any property that is to be acquired with public funds, and has actual notice of the acquisition or intended acquisition of the property, the public servant shall file an affidavit as follows:

1. The affidavit shall be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the public servant resides within ten days before the date on which the property is to be acquired by purchase or condemnation.
2. The affidavit must:
 - a. State the name of the public servant and the public office title or job designation held or sought.
 - b. Fully describe the property.
 - c. Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest and the date the interest was acquired.
 - d. Include a verification of the truth of the information in the affidavit.
 - e. Include an acknowledgment of the same type required for recording a deed in the deed records of a county.

Gov't Code 553.002

"Public Servant"— Government Code	<p>"Public servant" means a person who is elected, appointed, employed, or designated, even if not yet qualified for or having assumed the duties of office, as:</p> <ol style="list-style-type: none">1. A candidate for nomination or election to public office, or2. An officer of government. <p><i>Gov't Code 553.001</i></p>
Violations	<p>A public servant who fails to file the affidavit when required is presumed to have the intent to commit an offense. An offense under this section is a Class A misdemeanor. <i>Gov't Code 553.003</i></p>
Annual Financial Management Report	<p>A district's annual financial management report shall include summary schedules of expenditures paid on behalf of each board member, reimbursements received by each board member, gifts with a total value over \$250 received by board members from certain vendors, and amounts received by board members for business transactions with the district. [See CFA] <i>Education Code 39.083; 19 TAC 109.1001(q)</i></p>
Trustee Financial Statement	<p>A board by resolution adopted by majority vote may require each member of the board to file the financial statement required of state officers under Subchapter B, Chapter 572, Government Code, with the board and the Texas Ethics Commission.</p> <p>Not later than the 15th day after the date a board adopts this resolution, the board shall deliver a certified copy of the resolution to the Texas Ethics Commission. A resolution applies beginning on January 1 of the second year following the year in which the resolution is adopted. A member of a board that has adopted a resolution is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the resolution is adopted.</p> <p>The commissioner of education ("commissioner") by order shall require the members of a board to file the financial statement required of state officers under Subchapter B, Chapter 572, Government Code, in the same manner as the members of the board that have adopted a resolution if the commissioner determines that:</p> <ol style="list-style-type: none">1. A board member has failed to comply with filing and recusal requirements applicable to the member under Chapter 171, Local Government Code;2. District financial accounting practices are not adequate to safeguard state and district funds; or3. A district has not met a standard set by the commissioner in the financial accountability rating system.

The commissioner may require the filing of financial statements covering not more than three fiscal years and beginning on January 1 of the second year following the date of the commissioner's order. A member of a board subject to an order issued by the commissioner is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the order is issued. The commissioner may renew the requirement if the commissioner determines that a condition described above continues to exist.

Education Code 11.064

Electronic Filing	A financial statement filed with the Ethics Commission must be filed by computer diskette, modem, or other means of electronic transfer, using computer software provided by the commission or computer software that meets commission specifications for a standard file format. An individual who was appointed to office may file the financial statement by certified mail in compliance with Government Code 572.029. <i>Gov't Code 572.0291</i>
Confidentiality	Electronic report or financial statement data saved in an Ethics Commission temporary storage location for later retrieval and editing before the report or financial statement is filed is confidential and may not be disclosed. After the report or financial statement is filed with the Ethics Commission, the information disclosed in the filed report or financial statement is public information to the extent provided by the law requiring the filing of the report or financial statement. <i>Gov't Code 571.0671(d)</i>
Violations	A trustee serving in a school district that has adopted a resolution or that is subject to an order issued by the commissioner commits an offense if the trustee fails to file the statement required by the resolution or order. An offense under this section is a Class B misdemeanor. <i>Education Code 11.064(c)</i>
<hr/> Note: See also CBB for conflict of interest requirements when federal funds are involved.	
Private Corporation	It is lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the nonprofit corporation or other nonprofit entity. <i>Local Gov't Code 171.009</i>

Nixon-Smiley CISD
089903

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

DATE ISSUED: 5/16/2007
UPDATE 80
BBFA(LOCAL)-A

ADOPTED:

1 of 1

ACTION

April 12, 2021

SUBJECT: 313 Agreement – Approve Resolution Designating the 247CT 8me Reinvestment Zone

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Consider and possible action to approve Resolution designating “247CT 8me Reinvestment Zone” pursuant to Chapter 312 of the Texas Tax Code.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: “I move that the Board approve the Resolution designating the 247CT 8me Reinvestment Zone.”

Motion_____Second_____Results_____

Approve/Disapprove

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

A Resolution designating a certain area as a reinvestment zone in connection with an economic development Agreement under Chapter 313 of the Texas Tax Code, such reinvestment zone located within the geographic boundaries of the Nixon-Smiley Consolidated Independent School District, in Wilson County, Texas, to be known as the “247CT 8me Reinvestment Zone”; establishing the boundaries thereof in connection with an application for value limitation agreement for school district maintenance and operations taxes under chapter 313 of the Texas Tax Code submitted by 247CT 8me LLC (Taxpayer I.D. 32072858064), Comptroller’s Application No. 1534:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Nixon-Smiley Consolidated Independent School District (the “District”) desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, on April 12, 2021, the District’s Board of Trustees held a public hearing regarding the property proposed to be designated as the reinvestment zone, described in the attached Exhibits A and B; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes, as authorized by Chapter 313 of the TEXAS TAX CODE with 247CT 8me LLC (Texas Taxpayer I.D. No. 32072858064); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Wilson County, Texas to be known as the “247CT 8me Reinvestment Zone” as shown on the attached Exhibits A and B.

NOW THEREFORE, BE IT RESOLVED BY THE NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That a public hearing on the adoption of the “247CT 8me Reinvestment Zone” was called, held, and conducted in accordance with the Texas Open Meetings Act;
- (b) That the boundaries of the “247CT 8me Reinvestment Zone” be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the legal description attached hereto as Exhibit A;
- (c) That creation of the boundaries as described in Exhibits A and B will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (d) That the “247CT 8me Reinvestment Zone” described in Exhibits A and B meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE §312.0025, encompassing the area described by the descriptions in Exhibit A, and such reinvestment zone is hereby designated and shall hereafter be referred to as the “247CT 8me Reinvestment Zone.”

SECTION 4. That the “247CT 8me Reinvestment Zone” shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District’s Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone.

PASSED, APPROVED, AND ADOPTED on this 12th day of April, 2021.

NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:

Richard Lott, President
Board of Trustees

ATTEST:

By:

Aly Tschoepe, Secretary
Board of Trustees

ACTION

April 12, 2021

SUBJECT: 313 Agreement – Adopt Findings

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Consider and possible action to approve Board Findings pursuant to Chapter 313 of the Texas Property Tax Code regarding the Application for Value Limitation Agreement from 247CT 8me LLC, Comptroller Application #1534.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: “I move that the Board adopt Findings pursuant to Chapter 313 of the Texas Property Tax Code in connection with Application #1534 from 247CT 8me LLC.”

Motion_____Second_____Results_____

Approve/Disapprove

FINDINGS
OF THE
NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT
BOARD OF TRUSTEES

UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY

247CT 8ME LLC
TEXAS TAXPAYER ID #32072858064
APPLICATION #1534

April 12, 2021

FINDINGS OF THE NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT ON THE APPLICATION SUBMITTED BY 247CT 8ME LLC

STATE OF TEXAS §
 §
COUNTY OF WILSON §

On the 12th day of April, 2021, a public meeting of the Board of Trustees of the Nixon-Smiley Consolidated Independent School District was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the Application of 247CT 8me LLC (Application #1534) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District’s administrative staff, and from attorneys and consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Nixon-Smiley Consolidated Independent School District makes the following findings with respect to the Application of 247CT 8me LLC #1534, and the economic impact of that Application:

On October 5, 2020, the Superintendent of Schools of the Nixon-Smiley Consolidated Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from 247CT 8me LLC #1534 for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is posted on the Texas Comptroller’s website at:

<https://comptroller.texas.gov/economy/local/cb313/agreement-docs-details.php?id=1534>.

The Applicant, 247CT 8me LLC (Taxpayer ID 32072858064) (“Applicant”), consists of entities subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. The Board of Trustees acknowledges receipt of the Application, along with the required Application fee, as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Texas Comptroller’s Office for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Wilson County Appraisal District for review pursuant to 34 Texas Administrative Code § 9.1054. The Application was reviewed by the Texas Comptroller’s Office pursuant to Texas Tax Code § 313.026, and a determination that the Application was complete was issued on November 30, 2020.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation on December 10, 2020 pursuant to Texas Tax Code § 313.026, and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Exhibit A**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of the Nixon-Smiley Consolidated Independent School District. A copy of a report prepared by Jigsaw School Finance Solutions, LLC

is attached to these findings as **Exhibit B**. The Texas Commissioner of Education has determined that the project will not impact school enrollment.

The Board of Trustees has confirmed that the taxable value of property in the Nixon-Smiley Consolidated Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in the 2018 ISD Summary Worksheet posted on the Texas Comptroller's website at:

<https://comptroller.texas.gov/data/property-tax/pvs/2018p/2470899031D.php>.

After receipt of the Application, the District submitted a proposed form of Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, in the form required by the Comptroller of Public Accounts. The proposed Agreement and letter approving same are attached to these findings as **Exhibit C**.

After review of the Comptroller's recommendation, and in consideration of its own economic impact study the Board finds:

Board Finding Number 1.

The Applicant qualifies for a limitation on appraised value of Qualified Property under Texas Tax Code § 313.024 in the eligibility category of renewable energy electric generation.

Board Finding Number 2.

The Applicant's entire proposed investment in the Nixon-Smiley Consolidated Independent School District is \$106,250,000—all of which is proposed to be Qualified Investment under Texas Tax Code § 313.021.

Board Finding Number 3.

The average salary level of qualifying jobs is expected to be at least \$60,941 per year. The review of the Application by the State Comptroller's Office indicates that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs pay more than the minimum weekly wage required for Qualified Jobs under Texas Tax Code § 313.021.

Board Finding Number 4.

The level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$106,250,000 on the basis of the one new qualifying position committed to by the Applicant for this project. The project's total investment is \$106,250,000, resulting in a relative level of investment per qualifying job of \$106,250,000.

Board Finding Number 5.

The Applicant has requested a waiver of the job creation requirement under Texas Tax Code § 313.25(f-1), and the Board finds such waiver request should be granted. The Board notes that the number of jobs proposed for this project (one job) is consistent with industry standards in the Renewable Energy - Solar industry.

Board Finding Number 6.

Subsequent economic effects on the local and regional tax bases will be significant. In addition, the impact of the added infrastructure will be significant to the region. In support of Finding 6, the economic impact evaluation states:

Table 2 depicts this project’s estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller’s office calculated the economic impact based on 15 years of annual investment and employment levels.

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	30	39	69	\$1,828,233	\$3,591,767	\$5,420,000
2022	100	129	228,786	\$6,094,110	\$12,751,890	\$18,846,000
2023	100	134	234	\$6,094,110	\$14,767,890	\$20,862,000
2024	1	16	17	\$60,941	\$3,703,059	\$3,764,000
2025	1	5	6	\$60,941	\$2,272,059	\$2,333,000
2026	1	(4)	-3	\$60,941	\$1,107,059	\$1,168,000
2027	1	(7)	-6	\$60,941	\$429,059	\$490,000
2028	1	(8)	-7	\$60,941	\$105,059	\$166,000
2029	1	(7)	-6	\$60,941	\$14,059	\$75,000
2030	1	(5)	-4	\$60,941	\$65,059	\$126,000
2031	1	(2)	-1	\$60,941	\$187,059	\$248,000
2032	1	(0)	1	\$60,941	\$336,059	\$397,000
2033	1	1	2	\$60,941	\$503,059	\$564,000
2034	1	3	4	\$60,941	\$661,059	\$722,000
2035	1	4	5	\$60,941	\$795,059	\$856,000
2036	1	4	5	\$60,941	\$888,059	\$949,000
2037	1	4	5	\$60,941	\$943,059	\$1,004,000
2038	1	4	5	\$60,941	\$964,059	\$1,025,000

Table 4 examines the estimated direct impact on ad valorem taxes to the school district, and Wilson County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county. The difference noted in the last line is the difference between Table 3 and Table 4:

Board Findings of the Nixon-Smiley Consolidated Independent School District

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Nixon-Smiley CISD I&S Tax Levy	Nixon-Smiley CISD M&O Tax Levy	Nixon-Smiley CISD M&O and I&S Tax Levies	Wilson County Tax Levy	Evergreen Water Tax Levy	ESD #3 Tax Levy	San Antonio River Authority Tax Levy	Estimated Total Property Taxes
				0.1636	0.9764		0.4851	0.0054	0.1000	0.0186	
2023	\$20,000,000	\$20,000,000		\$32,720	\$195,280	\$228,000	\$97,020	\$1,076	\$20,000	\$3,716	\$349,812
2024	\$106,250,000	\$25,000,000		\$173,825	\$244,100	\$417,925	\$128,855	\$5,716	\$106,250	\$19,741	\$678,487
2025	\$95,625,000	\$25,000,000		\$156,443	\$244,100	\$400,543	\$115,969	\$5,145	\$95,625	\$17,767	\$635,048
2026	\$85,000,000	\$25,000,000		\$139,060	\$244,100	\$383,160	\$103,084	\$4,573	\$85,000	\$15,793	\$591,610
2027	\$74,375,000	\$25,000,000		\$121,678	\$244,100	\$365,778	\$90,198	\$4,001	\$74,375	\$13,819	\$548,171
2028	\$63,750,000	\$25,000,000		\$104,295	\$244,100	\$348,395	\$77,313	\$3,430	\$63,750	\$11,845	\$504,732
2029	\$53,125,000	\$25,000,000		\$86,913	\$244,100	\$331,013	\$64,427	\$2,858	\$53,125	\$9,871	\$461,294
2030	\$42,500,000	\$25,000,000		\$69,530	\$244,100	\$313,630	\$51,542	\$2,287	\$42,500	\$7,897	\$417,855
2031	\$31,875,000	\$25,000,000		\$52,148	\$244,100	\$296,248	\$38,656	\$1,715	\$31,875	\$5,922	\$374,416
2032	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$25,771	\$1,143	\$21,250	\$3,948	\$294,362
2033	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$25,771	\$1,143	\$21,250	\$3,948	\$294,362
2034	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2035	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2036	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2037	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2038	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
			Total	\$1,179,965	\$3,600,475	\$4,780,440	\$1,334,025	\$38,803	\$721,250	\$134,008	\$7,008,527
			Diff	\$0	\$3,441,810	\$3,441,810	\$2,164,759	\$0	\$0	\$0	\$5,606,569

Source: CPA, 247CT 8me LLC

¹Tax Rate per \$100 Valuation

Table 3 illustrates the estimated tax impact of the Applicant’s project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Nixon-Smiley CISD I&S Tax Levy	Nixon-Smiley CISD M&O Tax Levy	Nixon-Smiley CISD M&O and I&S Tax Levies	Wilson County Tax Levy	Evergreen Water Tax Levy	ESD #3 Tax Levy	San Antonio River Authority Tax Levy	Estimated Total Property Taxes
				0.1636	0.9764		0.4851	0.0054	0.1000	0.0186	
2023	\$20,000,000	\$20,000,000		\$32,720	\$195,280	\$228,000	\$97,020	\$1,076	\$20,000	\$3,716	\$349,812
2024	\$106,250,000	\$106,250,000		\$173,825	\$1,037,425	\$1,211,250	\$515,419	\$5,716	\$106,250	\$19,741	\$1,858,376
2025	\$95,625,000	\$95,625,000		\$156,443	\$933,683	\$1,090,125	\$463,877	\$5,145	\$95,625	\$17,767	\$1,672,539
2026	\$85,000,000	\$85,000,000		\$139,060	\$829,940	\$969,000	\$412,335	\$4,573	\$85,000	\$15,793	\$1,486,701
2027	\$74,375,000	\$74,375,000		\$121,678	\$726,198	\$847,875	\$360,793	\$4,001	\$74,375	\$13,819	\$1,300,863
2028	\$63,750,000	\$63,750,000		\$104,295	\$622,455	\$726,750	\$309,251	\$3,430	\$63,750	\$11,845	\$1,115,026
2029	\$53,125,000	\$53,125,000		\$86,913	\$518,713	\$605,625	\$257,709	\$2,858	\$53,125	\$9,871	\$929,188
2030	\$42,500,000	\$42,500,000		\$69,530	\$414,970	\$484,500	\$206,168	\$2,287	\$42,500	\$7,897	\$743,351
2031	\$31,875,000	\$31,875,000		\$52,148	\$311,228	\$363,375	\$154,626	\$1,715	\$31,875	\$5,922	\$557,513
2032	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2033	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2034	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2035	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2036	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2037	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2038	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
			Total	\$1,179,965	\$7,042,285	\$8,222,250	\$3,498,784	\$38,803	\$721,250	\$134,008	\$12,615,095

Source: CPA, 247CT 8me LLC

¹Tax Rate per \$100 Valuation

Board Finding Number 7.

The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.

Board Finding Number 8.

The effect of the Applicant’s proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District’s facility needs, with current trends suggesting little underlying enrollment growth based on the impact of the project.

Board Finding Number 9.

The Applicant’s project is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application. Attachment B of the economic impact study contains a year-by-year analysis as depicted in the following table:

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2021	\$0	\$0	\$0	\$0
	2022	\$0	\$0	\$0	\$0
	2023	\$195,280	\$195,280	\$0	\$0
Limitation Period (10 Years)	2024	\$244,100	\$439,380	\$793,325	\$793,325
	2025	\$244,100	\$683,480	\$689,583	\$1,482,908
	2026	\$244,100	\$927,580	\$585,840	\$2,068,748
	2027	\$244,100	\$1,171,680	\$482,098	\$2,550,845
	2028	\$244,100	\$1,415,780	\$378,355	\$2,929,200
	2029	\$244,100	\$1,659,880	\$274,613	\$3,203,813
	2030	\$244,100	\$1,903,980	\$170,870	\$3,374,683
	2031	\$244,100	\$2,148,080	\$67,128	\$3,441,810
	2032	\$207,485	\$2,355,565	\$0	\$3,441,810
	2033	\$207,485	\$2,563,050	\$0	\$3,441,810
Maintain Viable Presence (5 Years)	2034	\$207,485	\$2,770,535	\$0	\$3,441,810
	2035	\$207,485	\$2,978,020	\$0	\$3,441,810
	2036	\$207,485	\$3,185,505	\$0	\$3,441,810
	2037	\$207,485	\$3,392,990	\$0	\$3,441,810
	2038	\$207,485	\$3,600,475	\$0	\$3,441,810
Additional Years as Required by § 313.026(c)(1) (10 Years)	2039	\$207,485	\$3,807,960	\$0	\$3,441,810
	2040	\$207,485	\$4,015,445	\$0	\$3,441,810
	2041	\$207,485	\$4,222,930	\$0	\$3,441,810
	2042	\$207,485	\$4,430,415	\$0	\$3,441,810
	2043	\$207,485	\$4,637,900	\$0	\$3,441,810
	2044	\$207,485	\$4,845,385	\$0	\$3,441,810
	2045	\$207,485	\$5,052,870	\$0	\$3,441,810
	2046	\$207,485	\$5,260,355	\$0	\$3,441,810
	2047	\$207,485	\$5,467,840	\$0	\$3,441,810
	2048	\$207,485	\$5,675,325	\$0	\$3,441,810

\$5,675,325 is greater than **\$3,441,810**

Analysis Summary Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes
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Board Finding Number 10.

The limitation on appraised value requested by the Applicant is a determining factor in the Applicant’s decision to invest capital and construct the project in this state.

Board Finding Number 11.

The ability of the Applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.

In support of Findings 10 and 11, **Attachment C** of the economic impact study states:

The Comptroller has determined that the limitation on appraised value is a determining factor in the Applicant’s decision to factor in the 247CT 8me, LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per 247CT 8me, LLC. in Tab 5 of their Application for a Limitation on Appraised Value:
 - A “Renewable energy developers face many challenges in the determination of project location— one of these factors being the selection of an area where the greatest return on investment can be achieved. There are several factors that contribute to Texas favorability for development, one however that does not is the state’s notoriously high property tax burden - ranking in the top 10 across the United States.”
 - B “An appraised value limitation on qualified property allows developers to significantly diminish the property tax liability that composes a substantial ongoing cost of operation that directly impacts the economic rate of return for the project. In the absence of an appraised value limitation, the development of renewable energy facilities becomes financially uncertain as the rate of return often fails to meet the minimum return required to proceed. In the event an appraised value limitation agreement is not received by 247CT 8me LLC it is rather certain that the capital allotted for the development of this project will be reallocated for use in another state where either the property tax burden is lower or economic incentives can be secured, namely New Mexico, Oklahoma, California, Arizona, Nevada, or Utah—all areas where 8minute Solar Energy is currently active as well. Thus, an appraised value limitation agreement between 247CT 8me LLC and Stockdale Independent School District is the determining factor in the decision to locate this facility within the state of Texas.”
- Per email received November 4, 2020, “the project is not known by any other names. The IGNR# for this project is 23INR0027, and this number was assigned March 7, 2020.”

Supporting Information

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

Board Finding Number 12.

The Board of Trustees of the Nixon-Smiley Consolidated Independent School District hired consultants to review and verify the information in Application #1534. Based upon the consultants' review, the Board has determined that the information provided by the Applicant appears to be true and correct.

Board Finding Number 13.

The Board of Trustees has determined that the Tax Limitation Amount requested by the Applicant is currently \$25,000,000, which is consistent with the minimum values currently set out by Texas Tax Code § 313.054(a).

Board Finding Number 14.

The Applicant (Taxpayer ID 32072858064) is eligible for the limitation on appraised value of Qualified Property as specified in the Agreement based on its "good standing" certification as a franchise-tax paying entity.

Board Finding Number 15.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Exhibit C, includes adequate and appropriate revenue protection provisions for the District.

Board Finding Number 16.

Considering the purpose and effect of the law and the terms of the Agreement, it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Board Findings of the Nixon-Smiley Consolidated Independent School District

It is therefore ORDERED that the Agreement attached hereto as **Exhibit C** is approved and hereby authorized to be executed and delivered by and on behalf of the Nixon-Smiley Consolidated Independent School District. It is further ORDERED that these Findings and the Attachments referred to herein be attached to the official minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the Nixon-Smiley Consolidated Independent School District.

Dated the 12th day of April 2021.

NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

Findings and Order of the Nixon-Smiley Consolidated Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
247CT 8me LLC (Tax ID 32072858064) (Application #1534)

EXHIBIT A

Comptroller's Economic Impact Analysis



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

December 10, 2020

Cathy Lauer
Superintendent
Nixon-Smiley Consolidated Independent School District
800 N. Rancho Road
P.O. Box 400
Nixon, Texas 78140

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Nixon-Smiley Consolidated Independent School District and 247CT 8me LLC, Application 1534

Dear Superintendent Lauer:

On November 30, 2020, the Comptroller issued written notice that 247CT 8me LLC (applicant) submitted a completed application (Application 1534) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on September 14, 2020, to the Nixon-Smiley Consolidated Independent School District (school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

Determination required by 313.025(h)

Sec. 313.024(a) Applicant is subject to tax imposed by Chapter 171.
Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.

¹ All Statutory references are to the Texas Tax Code, unless otherwise noted.

Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.

Sec. 313.024(d-2) Not applicable to Application 1534.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations *ad valorem tax* revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period, see Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state, see Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement within a year from the date of this letter.

Note that any building or improvement existing as of the application review start date of November 30, 2020, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at will.counihan@cpa.texas.gov or by phone toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,

DocuSigned by:

11EA8DEF0EC441E...

Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of 247CT 8me LLC (project) applying Nixon-Smiley Consolidated Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

Table 1 is a summary of investment, employment and tax impact of 247CT 8me LLC.

Applicant	247CT 8me LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy - Solar
School District	Nixon-Smiley CISD
2018-2019 Average Daily Attendance	970
County	Wilson
Proposed Total Investment in District	\$106,250,000
Proposed Qualified Investment	\$106,250,000
Limitation Amount	\$25,000,000
Qualifying Time Period (Full Years)	2022-2023
Number of new qualifying jobs committed to by applicant	1*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,172
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$1,172
Minimum annual wage committed to by applicant for qualified jobs	\$60,941
Minimum weekly wage required for non-qualifying jobs	\$800
Minimum annual wage required for non-qualifying jobs	\$41,613
Investment per Qualifying Job	\$106,250,000
Estimated M&O levy without any limit (15 years)	\$7,042,285
Estimated M&O levy with Limitation (15 years)	\$3,600,475
Estimated gross M&O tax benefit (15 years)	\$3,441,810

* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).

Table 2 is the estimated statewide economic impact of 247CT 8me LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	30	39	69	\$1,828,233	\$3,591,767	\$5,420,000
2022	100	129	228.786	\$6,094,110	\$12,751,890	\$18,846,000
2023	100	134	234	\$6,094,110	\$14,767,890	\$20,862,000
2024	1	16	17	\$60,941	\$3,703,059	\$3,764,000
2025	1	5	6	\$60,941	\$2,272,059	\$2,333,000
2026	1	(4)	-3	\$60,941	\$1,107,059	\$1,168,000
2027	1	(7)	-6	\$60,941	\$429,059	\$490,000
2028	1	(8)	-7	\$60,941	\$105,059	\$166,000
2029	1	(7)	-6	\$60,941	\$14,059	\$75,000
2030	1	(5)	-4	\$60,941	\$65,059	\$126,000
2031	1	(2)	-1	\$60,941	\$187,059	\$248,000
2032	1	(0)	1	\$60,941	\$336,059	\$397,000
2033	1	1	2	\$60,941	\$503,059	\$564,000
2034	1	3	4	\$60,941	\$661,059	\$722,000
2035	1	4	5	\$60,941	\$795,059	\$856,000
2036	1	4	5	\$60,941	\$888,059	\$949,000
2037	1	4	5	\$60,941	\$943,059	\$1,004,000
2038	1	4	5	\$60,941	\$964,059	\$1,025,000

Source: CPA REMI, 247CT 8me LLC

Table 3 examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Nixon-Smiley CSD I&S Tax Levy	Nixon-Smiley CSD M&O Tax Levy	Nixon-Smiley CSD M&O and I&S Tax Levies	Wilson County Tax Levy	Evergreen Water Tax Levy	ESD #3 Tax Levy	San Antonio River Authority Tax Levy	Estimated Total Property Taxes
				0.1636	0.9764		0.4851	0.0054	0.1000	0.0186	
2023	\$20,000,000	\$20,000,000		\$32,720	\$195,280	\$228,000	\$97,020	\$1,076	\$20,000	\$3,716	\$349,812
2024	\$106,250,000	\$106,250,000		\$173,825	\$1,037,425	\$1,211,250	\$515,419	\$5,716	\$106,250	\$19,741	\$1,858,376
2025	\$95,625,000	\$95,625,000		\$156,443	\$933,683	\$1,090,125	\$463,877	\$5,145	\$95,625	\$17,767	\$1,672,539
2026	\$85,000,000	\$85,000,000		\$139,060	\$829,940	\$969,000	\$412,335	\$4,573	\$85,000	\$15,793	\$1,486,701
2027	\$74,375,000	\$74,375,000		\$121,678	\$726,198	\$847,875	\$360,793	\$4,001	\$74,375	\$13,819	\$1,300,863
2028	\$63,750,000	\$63,750,000		\$104,295	\$622,455	\$726,750	\$309,251	\$3,430	\$63,750	\$11,845	\$1,115,026
2029	\$53,125,000	\$53,125,000		\$86,913	\$518,713	\$605,625	\$257,709	\$2,858	\$53,125	\$9,871	\$929,188
2030	\$42,500,000	\$42,500,000		\$69,530	\$414,970	\$484,500	\$206,168	\$2,287	\$42,500	\$7,897	\$743,351
2031	\$31,875,000	\$31,875,000		\$52,148	\$311,228	\$363,375	\$154,626	\$1,715	\$31,875	\$5,922	\$557,513
2032	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2033	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2034	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2035	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2036	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2037	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2038	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
			Total	\$1,179,965	\$7,042,285	\$8,222,250	\$3,498,784	\$38,803	\$721,250	\$134,008	\$12,615,095

Source: CPA, 247CT 8me LLC

*Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Wilson County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Nixon-Smiley CISD I&S Tax Levy	Nixon-Smiley CISD M&O Tax Levy	Nixon-Smiley CISD M&O and I&S Tax Levies	Wilson County Tax Levy	Evergreen Water Tax Levy	ESD #3 Tax Levy	San Antonio River Authority Tax Levy	Estimated Total Property Taxes
2023	\$20,000,000	\$20,000,000		0.1636	0.9764		0.4851	0.0054	0.1000	0.0186	
				\$32,720	\$195,280	\$228,000	\$97,020	\$1,076	\$20,000	\$3,716	\$349,812
2024	\$106,250,000	\$25,000,000		\$173,825	\$244,100	\$417,925	\$128,855	\$5,716	\$106,250	\$19,741	\$678,487
2025	\$95,625,000	\$25,000,000		\$156,443	\$244,100	\$400,543	\$115,969	\$5,145	\$95,625	\$17,767	\$635,048
2026	\$85,000,000	\$25,000,000		\$139,060	\$244,100	\$383,160	\$103,084	\$4,573	\$85,000	\$15,793	\$591,610
2027	\$74,375,000	\$25,000,000		\$121,678	\$244,100	\$365,778	\$90,198	\$4,001	\$74,375	\$13,819	\$548,171
2028	\$63,750,000	\$25,000,000		\$104,295	\$244,100	\$348,395	\$77,313	\$3,430	\$63,750	\$11,845	\$504,732
2029	\$53,125,000	\$25,000,000		\$86,913	\$244,100	\$331,013	\$64,427	\$2,858	\$53,125	\$9,871	\$461,294
2030	\$42,500,000	\$25,000,000		\$69,530	\$244,100	\$313,630	\$51,542	\$2,287	\$42,500	\$7,897	\$417,855
2031	\$31,875,000	\$25,000,000		\$52,148	\$244,100	\$296,248	\$38,656	\$1,715	\$31,875	\$5,922	\$374,416
2032	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$25,771	\$1,143	\$21,250	\$3,948	\$294,362
2033	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$25,771	\$1,143	\$21,250	\$3,948	\$294,362
2034	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2035	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2036	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2037	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
2038	\$21,250,000	\$21,250,000		\$34,765	\$207,485	\$242,250	\$103,084	\$1,143	\$21,250	\$3,948	\$371,675
			Total	\$1,179,965	\$3,600,475	\$4,780,440	\$1,334,025	\$38,803	\$721,250	\$134,008	\$7,008,527
			Diff	\$0	\$3,441,810	\$3,441,810	\$2,164,759	\$0	\$0	\$0	\$5,606,569

Assumes School Value Limitation and Tax Abatements with the County.

Source: CPA, 247CT 8me LLC

*Tax Rate per \$100 Valuation

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachment B – Tax Revenue before 25th Anniversary of Limitation Start

This represents the Comptroller’s determination that 247CT 8ME LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2021	\$0	\$0	\$0	\$0
	2022	\$0	\$0	\$0	\$0
	2023	\$195,280	\$195,280	\$0	\$0
Limitation Period (10 Years)	2024	\$244,100	\$439,380	\$793,325	\$793,325
	2025	\$244,100	\$683,480	\$689,583	\$1,482,908
	2026	\$244,100	\$927,580	\$585,840	\$2,068,748
	2027	\$244,100	\$1,171,680	\$482,098	\$2,550,845
	2028	\$244,100	\$1,415,780	\$378,355	\$2,929,200
	2029	\$244,100	\$1,659,880	\$274,613	\$3,203,813
	2030	\$244,100	\$1,903,980	\$170,870	\$3,374,683
	2031	\$244,100	\$2,148,080	\$67,128	\$3,441,810
	2032	\$207,485	\$2,355,565	\$0	\$3,441,810
	2033	\$207,485	\$2,563,050	\$0	\$3,441,810
Maintain Viable Presence (5 Years)	2034	\$207,485	\$2,770,535	\$0	\$3,441,810
	2035	\$207,485	\$2,978,020	\$0	\$3,441,810
	2036	\$207,485	\$3,185,505	\$0	\$3,441,810
	2037	\$207,485	\$3,392,990	\$0	\$3,441,810
	2038	\$207,485	\$3,600,475	\$0	\$3,441,810
Additional Years as Required by 313.026(c)(1) (10 Years)	2039	\$207,485	\$3,807,960	\$0	\$3,441,810
	2040	\$207,485	\$4,015,445	\$0	\$3,441,810
	2041	\$207,485	\$4,222,930	\$0	\$3,441,810
	2042	\$207,485	\$4,430,415	\$0	\$3,441,810
	2043	\$207,485	\$4,637,900	\$0	\$3,441,810
	2044	\$207,485	\$4,845,385	\$0	\$3,441,810
	2045	\$207,485	\$5,052,870	\$0	\$3,441,810
	2046	\$207,485	\$5,260,355	\$0	\$3,441,810
	2047	\$207,485	\$5,467,840	\$0	\$3,441,810
	2048	\$207,485	\$5,675,325	\$0	\$3,441,810
		\$5,675,325	is greater than	\$3,441,810	
Analysis Summary					
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?					Yes

Source: CPA, 247CT 8me LLC

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant’s decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

Determination

The Comptroller **has determined** that the limitation on appraised value is a determining factor in the 247CT 8me, LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per 247CT 8me, LLC. in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. “Renewable energy developers face many challenges in the determination of project location— one of these factors being the selection of an area where the greatest return on investment can be achieved. There are several factors that contribute to Texas favorability for development, one however that does not is the state’s notoriously high property tax burden - ranking in the top 10 across the United States.”
 - B. “An appraised value limitation on qualified property allows developers to significantly diminish the property tax liability that composes a substantial ongoing cost of operation that directly impacts the economic rate of return for the project. In the absence of an appraised value limitation, the development of renewable energy facilities becomes financially uncertain as the rate of return often fails to meet the minimum return required to proceed. In the event an appraised value limitation agreement is not received by 247CT 8me LLC it is rather certain that the capital allotted for the development of this project will be reallocated for use in another state where either the property tax burden is lower or economic incentives can be secured, namely New Mexico, Oklahoma, California, Arizona, Nevada, or Utah—all areas where 8minute Solar Energy is currently active as well. Thus, an appraised value limitation agreement between 247CT 8me LLC and Stockdale Independent School District is the determining factor in the decision to locate this facility within the state of Texas.”
- Per email received November 4, 2020, “the project is not known by any other names. The IGNR# for this project is 23INR0027, and this number was assigned March 7, 2020.”

Supporting Information

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Supporting Information

Section 8 of the Application for a Limitation on Appraised Value

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? Yes No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project? Yes No
3. Does the applicant have current business activities at the location where the proposed project will occur? Yes No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location? Yes No
5. Has the applicant received any local or state permits for activities on the proposed project site? Yes No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? Yes No
7. Is the applicant evaluating other locations not in Texas for the proposed project? Yes No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? Yes No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? Yes No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? Yes No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

SECTION 9: Projected Timeline

NOTE: Only construction beginning after the application review start date (the date the Texas Comptroller of Public Accounts deems the application complete) can be considered qualified property and/or qualified investment.

1. Estimated school board ratification of final agreement February 1, 2021
2. Estimated commencement of construction December 1, 2021
3. Beginning of qualifying time period (MM/DD/YYYY) January 2, 2021
4. First year of limitation (MM/DD/YYYY) January 1, 2024

4a. For the beginning of the limitation period, notate which **one of the following** will apply according to provision of 313.027(a-1)(2):

- A. January 1 following the application date B. January 1 following the end of QTP
 C. January 1 following the commencement of commercial operations

5. Commencement of commercial operations June 1, 2023

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Wilson County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Wilson CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? Yes No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:

M&O (ISD): <u>Nixon-Smiley CISD, .97640; 100%</u> <small>(Name, tax rate and percent of project)</small> County: <u>Wilson .4851; 100%</u> <small>(Name, tax rate and percent of project)</small> Hospital District: <u>N/A</u> <small>(Name, tax rate and percent of project)</small> Other (describe): <u>ESD #3, .1; 100%</u> <small>(Name, tax rate and percent of project)</small>	I&S (ISD): <u>Nixon-Smiley CISD, .1636; 100%</u> <small>(Name, tax rate and percent of project)</small> City: <u>N/A</u> <small>(Name, tax rate and percent of project)</small> Water District: <u>Evergreen Water, .005380; 100%</u> <small>(Name, tax rate and percent of project)</small> Other (describe): <u>San Antonio River Authority, .018580; 100%</u> <small>(Name, tax rate and percent of project)</small>
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Supporting Information

Attachments provided in Tab 5
of the Application for a
Limitation on Appraised Value

Tab 5: Documentation to Assist in Determining if Limitation is a Determining Factor

Throughout the United States the production of renewable energy has been increasing as the cost of these systems has decreased and technological advancements have improved efficiency. In 2019, Texas ranked 4th in installed solar capacity.¹ The state’s geographic position and containment of several large population centers has made Texas a favorable location for renewable energy development.

Renewable energy developers face many challenges in the determination of project location—one of these factors being the selection of an area where the greatest return on investment can be achieved. There are several factors that contribute to Texas favorability for development, one however that does not is the state’s notoriously high property tax burden—ranking in the top 10 across the United States.

An appraised value limitation on qualified property allows developers to significantly diminish the property tax liability that composes a substantial ongoing cost of operation that directly impacts the economic rate of return for the project. In the absence of an appraised value limitation, the development of renewable energy facilities becomes financially uncertain as the rate of return often fails to meet the minimum return required to proceed. In the event an appraised value limitation agreement is not received by 247CT 8me LLC it is rather certain that the capital allotted for the development of this project will be reallocated for use in another state where either the property tax burden is lower or economic incentives can be secured, namely New Mexico, Oklahoma, California, Arizona, Nevada, or Utah—all areas where 8minute Solar Energy is currently active as well. Thus, an appraised value limitation agreement between 247CT 8me LLC and Nixon-Smiley Consolidated Independent School District is the determining factor in the decision to locate this facility within the state of Texas.

¹ U.S. Energy Information Administration

Findings and Order of the Nixon-Smiley Consolidated Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
247CT 8me LLC (Tax ID 32072858064) (Application #1534)

EXHIBIT B

**Summary of Financial Impact on
Nixon-Smiley Consolidated Independent School District Prepared by
Jigsaw Financial Solutions LLC**

Findings and Order of the Nixon-Smiley Consolidated Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
247CT 8me LLC (Tax ID 32072858064) (Application #1534)

EXHIBIT C

**Proposed Agreement between
Nixon-Smiley Consolidated Independent School District
and 247CT 8me LLC**

ACTION

April 12, 2021

SUBJECT: Approve Agreement for Value Limitation for M & O Taxes

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Consider and possible action to approve an Agreement under Texas Economic Development Act for a Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes with 247CT 8me LLC, Comptroller Application #1534.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: “I move that the Board approve an Agreement for Value Limitation for School District Maintenance and Operations Taxes Pursuant to Chapter 313 of the Texas Property Tax Code from 247CT 8me LLC, Comptroller Application #1534.”

Motion _____ Second _____ Results _____

Approve/Disapprove



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

April 1, 2021

Cathy Lauer
Superintendent
Nixon-Smilely Consolidated Independent School District
800 N. Rancho Road
P.O. Box 400
Nixon, Texas 78140

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Nixon-Smilely Consolidated Independent School District and 247CT 8me LLC, Application 1534


Dear Superintendent Lauer:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Nixon-Smilely Consolidated Independent School District and 247CT 8me LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Ginger Flowers with our office. She can be reached by email at ginger.flowers@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-0552, or at 512-475-0552.

Sincerely,

DocuSigned by:

8FDFC70F5753487...
Will Counihan
Director
Data Analysis & Transparency Division

cc: Sara Leon, Sara Leon & Associates, LLC
Joshua Goldstein, 8minute Solar Energy LLC
Daniel Nelson, 8minute Solar Energy LLC
Mike Fry, KE Andrews

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

and

247CT 8me LLC

(Texas Taxpayer ID #32072858064)

Comptroller Application #1534

Dated

April 12, 2021

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Oct 2020)*

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

STATE OF TEXAS §

COUNTY OF WILSON §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created consolidated school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **247CT 8me LLC**, Texas Taxpayer Identification Number 32072858064 hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on September 14, 2020, the Superintendent of Schools of the Nixon-Smiley Consolidated Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on October 5, 2020, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller’s Office have determined that the Application is complete and November 30, 2020 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Wilson County Appraisal District established in Wilson County, Texas (the “Wilson County Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on December 10, 2020, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on April 12, 2021, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on April 12, 2021, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on April 12, 2021, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on April 1, 2021, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on April 12, 2021, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means 247CT 8me LLC, (Texas Taxpayer ID #32072858064), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on September 14, 2020. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Wilson County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Nixon-Smilely Consolidated Independent School District.

“Commercial Operation” means the date on which the Project becomes commercially operational and has installed or constructed Qualified property on the land, is fully capable of operating for the purpose of generating electricity and is connected to the grid with an interconnection agreement.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Wilson County, Texas.

“District” or “School District” means the Nixon-Smiley Consolidated Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall

make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller's Rules, and this Agreement.

"State" means the State of Texas.

"Supplemental Payment" means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on the Applicant's Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

"Tax Limitation Period" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"Aggregate Limit" means, for any Tax Year during the Limitation Period of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

"Applicable School Finance Law" means the State constitution and laws, agency regulations and/or judicial rulings then controlling the public school finance system for Texas public schools and school districts generally and the District specifically, in accordance with all provisions thereof applicable to any terms of this Agreement at the time any computation, calculation or obligation of either Party under this Agreement is required to be performed or for the period to which such computation, calculation or obligation relates, as applicable. The term includes any amendments or successor statutes that may be adopted in the future which affect the calculation of the District's Maintenance and Operations Revenue or the Applicant's ad valorem tax obligation to the District, in each case, either with or without the limitation on appraised value of property pursuant to this Agreement.

"Cumulative Payments" means for each year of this Agreement the total of all payments, calculated

under Articles IV, V and VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant to compensate District for loss of revenue under this Agreement.

“*Lost M&O Revenue*” means the reduction in Maintenance and Operations *ad valorem* Tax Revenue to the District caused by, resulting from, or on account of the execution of this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date of this Agreement.

“*Maintenance and Operations Tax Revenue*” means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 48 of the TEXAS EDUCATION CODE, or any other statutory provision as well as any amendment or successor statute to these provisions, minus (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iii) above may be amended by Applicable School Finance Law from time to time. Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

“*New M&O Revenue*” means the total State and local Maintenance and Operations Tax Revenue that the District actually received for such school year attributable to the Qualified Property that is the subject of this Agreement.

“*Net Tax Benefit*” means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

“*Option to Terminate*” means, in the event that the Applicant shall fail to make the Qualified Investment during the Qualifying Time Period, the Applicant may Terminate this Agreement without penalty or further liability consistent with Section 7.1.

“*Original M&O Revenue*” means the total State and local Maintenance and Operations Tax Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property been subject to the ad valorem maintenance and operations tax at the then-current tax rate. For purposes of this calculation, the Third Party will base its calculations upon the District’s taxable value of property for the preceding tax year as certified by the Appraisal District for all taxable accounts in the District, less the Qualified Property subject to this Agreement, plus the total appraised value of the Qualified Property subject to this Agreement which is or would be used for the calculation of the District’s tax levy for debt service (interest and sinking fund) ad valorem tax purposes.

“*Third Party*” shall have the meaning set forth in Section 4.3.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 2.2 the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant’s Qualified Property listed and assessed by the County Appraiser for the District’s maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

- A. The Application Review Start Date for this Agreement is November 30, 2020, which will be used to determine the eligibility of the Applicant’s Qualified Property and all applicable wage standards.
- B. The Application Approval Date for this Agreement is April 12, 2021.
- C. The Qualifying Time Period for this Agreement:
 - i. Starts on the Application Approval Date, April 12, 2021; and
 - ii. Ends on December 31, 2023, the last day of the second complete Tax Year following the Qualifying Time Period start date.
- D. The Tax Limitation Period for this Agreement:
 - i. Starts on January 1, 2024, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and
 - ii. Ends on December 31, 2033.
- E. The Final Termination Date for this Agreement is December 31, 2038.
- F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant’s Qualified Property for the District’s maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant’s Qualified Property; or
- B. \$25,000,000.

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District

on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$20,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$800 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as qualifies for a tax limitation agreement under Section 313.024(b)(5) of the Texas Tax Code as renewable energy electric generation.

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF PARTIES.

It is the intent of the Parties in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256 (d) of the TEXAS EDUCATION CODE that the District shall be compensated by the Applicant as provided in this Article IV for any Lost M&O Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI of this Agreement. **It is the intent of the Parties that the risk of any and all Lost M&O Revenue as a result of, or on account of, entering into this Agreement, will be borne by the Applicant and not by the District.**

Subject to the limitations contained in this Agreement, the calculation of any Lost M&O Revenue required to be paid by the Applicant under this Article IV shall be made for the first time in the first complete Tax Year following the Application Approval Date and every year thereafter during the term of this Agreement.

Within 60 days from the date Commercial Operations begin, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a verified written report, giving a specific and detailed description of the land, tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such Qualified Property within the boundaries of the land which is subject to the Agreement, if such final description is different than the description provided in the Application or any supplemental application information, or if no substantial changes have been made, a verification of the fact that no substantial changes have been made.

The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are:

- i. For illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement;

- ii. Are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and,
- iii. May change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2 CALCULATING LOST M&O REVENUE.

Subject to the limitations contained in this Agreement, the amount to be paid by the Applicant to compensate the District for loss of M&O Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on Final Termination Date (the “Lost M&O Revenue”) shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

Subject to the limitations contained in this Agreement, the Lost M&O Revenue owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

In making the calculations required by this Section 4.2:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant’s Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for years during the Tax Limitation Period under this Section 4.2 of this Agreement, Subsection ii of this subsection will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 4.2 shall be made by a methodology which isolates only the full Maintenance and Operation Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or on account of or otherwise arising out of any other factors not contained in this Agreement.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the “Third Party”) selected and appointed each year by the District, subject to approval by Applicant in writing, which approval shall not unreasonably be withheld.

Section 4.4. DATA USED FOR CALCULATIONS.

The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Property, by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected and appointed under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.6. DELIVERY OF CALCULATIONS.

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations

contemplated by this Agreement.

Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE.

Notwithstanding any other provision in this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District that are necessary to fully reimburse and hold the District harmless from any actual negative impact on the District's Maintenance and Operation Revenue as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination and calculation. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

Section 4.8. PAYMENT BY APPLICANT.

Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. The Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars (\$15,000.00).

Section 4.9. RESOLUTION OF DISPUTES.

Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations. Any appeal by the Applicant of the final determination of calculations shall in no way limit Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT.

In the event that the Revenue Protection Amount for any Tax Year during the Limitation Period of this Agreement shall exceed the Applicant’s Net Tax Benefit for that Tax Year, the Revenue Protection Amount owed for that year shall be limited to the Applicant’s Net Tax Benefit for that Tax Year. Amounts otherwise due and owing by the Applicant to the District which, by virtue of this payment limitation, are not paid in that Tax Year shall be carried forward from year to year into subsequent Tax Years until paid in full.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES.

In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for all non-reimbursed costs, certified by the District’s external auditor to have been incurred by the District for extraordinary education-related expenses directly and solely related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment caused directly by such project. Applicant shall have the right to contest the findings of the District’s external auditor pursuant to Section 4.9 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS.

In interpreting the provisions of this Article VI, the Parties agree that, in addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under this Article VI are separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V, and that all payments under Article VI are subject to the separate limitations contained in Section 6.2 and Section 6.3. Each Supplemental Payment shall be due and payable on January 31st of the year following that in which such Supplemental Payment accrued.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.

Notwithstanding the foregoing:

- A. the total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION

CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement .

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District’s Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District’s Average Daily Attendance for the previous school year.

Section 6.3. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT.

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period (2021) and ending December 31 of the third year following the end of the Tax Limitation Period (2036), Supplemental payments shall be owed. The Aggregate Limit shall apply to the first year of the Qualifying Time Period (2021). During the second and third years of the Qualifying Time Period (2022, 2023) and for the three years following the end of the Tax Limitation Period, the supplemental payment amount shall not be subject to the Aggregate Limit.

If, for any Tax Year during the Limitation Period of this Agreement the Cumulative Payment Amount, calculated under Sections IV, V and VI of this Agreement, exceeds the Aggregate Limit for such Tax Year, the difference between the Applicant’s Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall be carried forward from year-to-year until paid to the District. The Aggregate Limit shall not apply nor limit Supplemental Payment amounts due to the District during the Qualified Time Period or in the three years following the end of the Tax Limitation Period.

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant’s Cumulative Payment Amount; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Cumulative Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Applicant’s Stipulated Supplemental Payment Amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.3.

- (a) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6.
- (b) The payment of all amounts due under this Article VI shall be made at the time set forth in Section 4.8.

- (c) Any appeal by the Applicant of the calculations made by the Third Party under this Article VI shall be done in the same manner as set forth in Section 4.9, above.

Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees.

ARTICLE VII
ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate, this Agreement shall terminate and be of no further force or effect; provided, however, that:

- A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and
- B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII
ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor’s Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor’s Office to have reasonable access to the Applicant’s Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant’s Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant’s Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant’s safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State’s property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant’s Application; and the Applicant’s Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non- Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor’s Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the

Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing

called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Wilson County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Wilson County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the ninety (90) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set

forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.1 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the ninety (90) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the

sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$20,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District

Name: Nixon-Smiley Consolidated
Independent School District
Attn: Superintendent Dr. Cathy Lauer
or her successor
Address: 800 N. Rancho Road
P.O. Box 400
City/Zip: Nixon, Texas 78140
Phone : (830) 582-1536
Fax : (830) 582-1920
Email: cathy.lauer@nixonsmiley.net

With Copy to

Sara Leon & Associates, PLLC
Sara Hardner Leon
2901 Via Fortuna, Suite 475
Austin, Texas 78746
(512) 637-4244
(512) 637-4245
sleon@saraleonlaw.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To the Applicant

Name: 247CT8me LLC
Attn: Joshua Goldstein
Address: 250 Sutter Street, Suite 600
City/Zip: San Francisco, CA 94108
Phone : 323-525-0900
Fax: 310-970-4068
Email: jgoldstein@8minute.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

i. The Applicant shall submit to the District and the Comptroller:

- a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;

- b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;

- c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Wilson County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase, “but not limited to”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

- A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller’s Internet website;
- B. The District shall provide on its website a link to the location of those documents posted on the Comptroller’s website;
- C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District and Comptroller’s office in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant’s duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute

acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 12th day of April, 2021.

247CT 8me LLC

**NIXON-SMILEY CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By:

By:

Joshua Goldstein,
Authorized Representative

Richard Lott, President
Board of Trustees

ATTEST:

Aly Tschoepe, Secretary
Board of Trustees

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

A Resolution designating a certain area as a reinvestment zone in connection with an economic development Agreement under Chapter 313 of the Texas Tax Code, such reinvestment zone located within the geographic boundaries of the Nixon-Smiley Consolidated Independent School District, in Wilson County, Texas, to be known as the “247CT 8me Reinvestment Zone”; establishing the boundaries thereof in connection with an application for value limitation agreement for school district maintenance and operations taxes under chapter 313 of the Texas Tax Code submitted by 247CT 8me LLC (Taxpayer I.D. 32072858064), Comptroller’s Application No. 1534:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Nixon-Smiley Consolidated Independent School District (the “District”) desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, on April 12, 2021, the District’s Board of Trustees held a public hearing regarding the property proposed to be designated as the reinvestment zone, described in the attached Exhibits A and B; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes, as authorized by Chapter 313 of the TEXAS TAX CODE with 247CT 8me LLC (Texas Taxpayer I.D. No. 32072858064); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Wilson County, Texas to be known as the “247CT 8me Reinvestment Zone” as shown on the attached Exhibits A and B.

NOW THEREFORE, BE IT RESOLVED BY THE NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That a public hearing on the adoption of the “247CT 8me Reinvestment Zone” was called, held, and conducted in accordance with the Texas Open Meetings Act;
- (b) That the boundaries of the “247CT 8me Reinvestment Zone” be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the legal description attached hereto as Exhibit A;
- (c) That creation of the boundaries as described in Exhibits A and B will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (d) That the “247CT 8me Reinvestment Zone” described in Exhibits A and B meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE §312.0025, encompassing the area described by the descriptions in Exhibit A, and such reinvestment zone is hereby designated and shall hereafter be referred to as the “247CT 8me Reinvestment Zone.”

SECTION 4. That the “247CT 8me Reinvestment Zone” shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District’s Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone.

PASSED, APPROVED, AND ADOPTED on this 12th day of April, 2021.

NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:

Richard Lott, President
Board of Trustees

ATTEST:

By:

Aly Tschoepe, Secretary
Board of Trustees

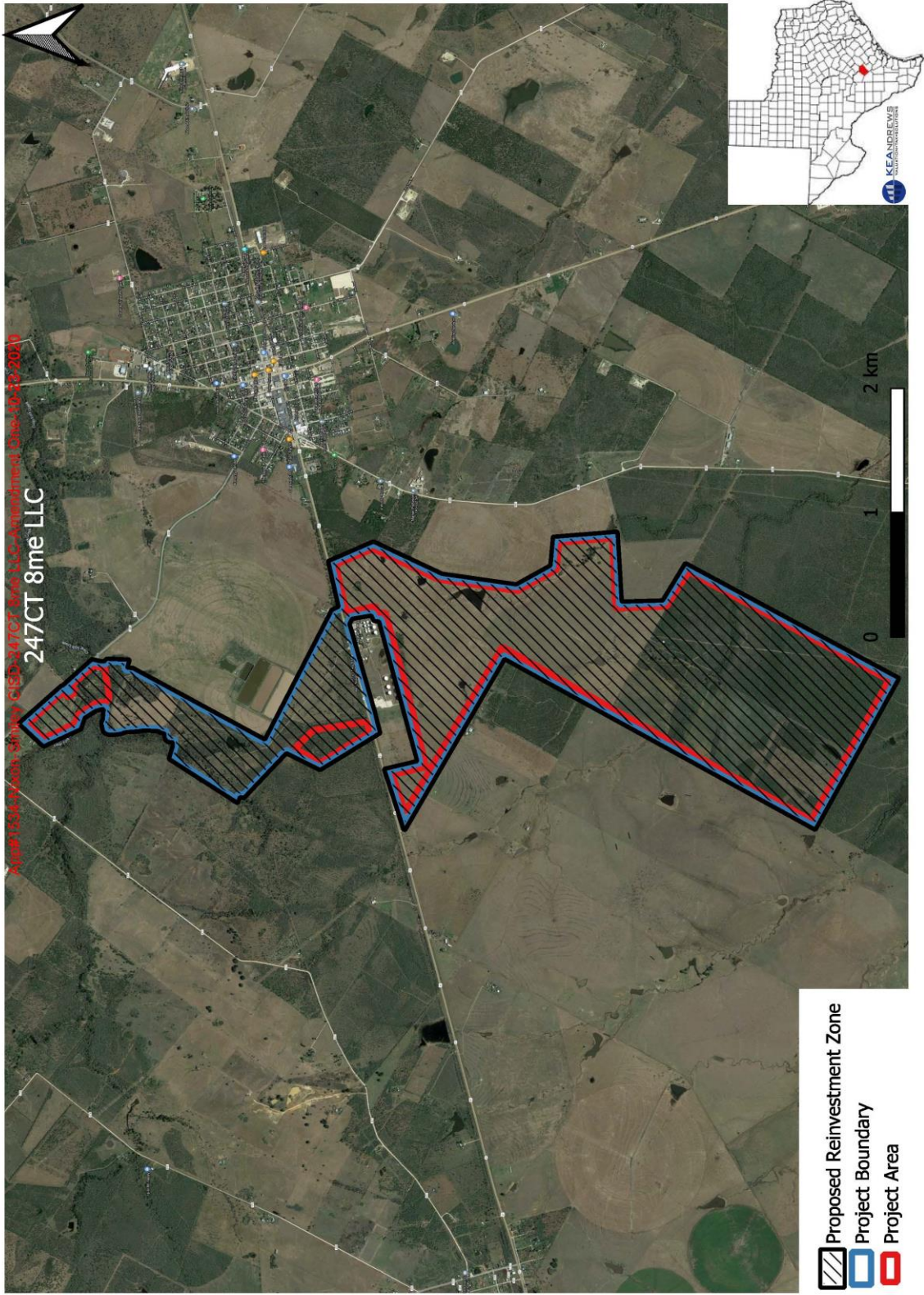
EXHIBIT A

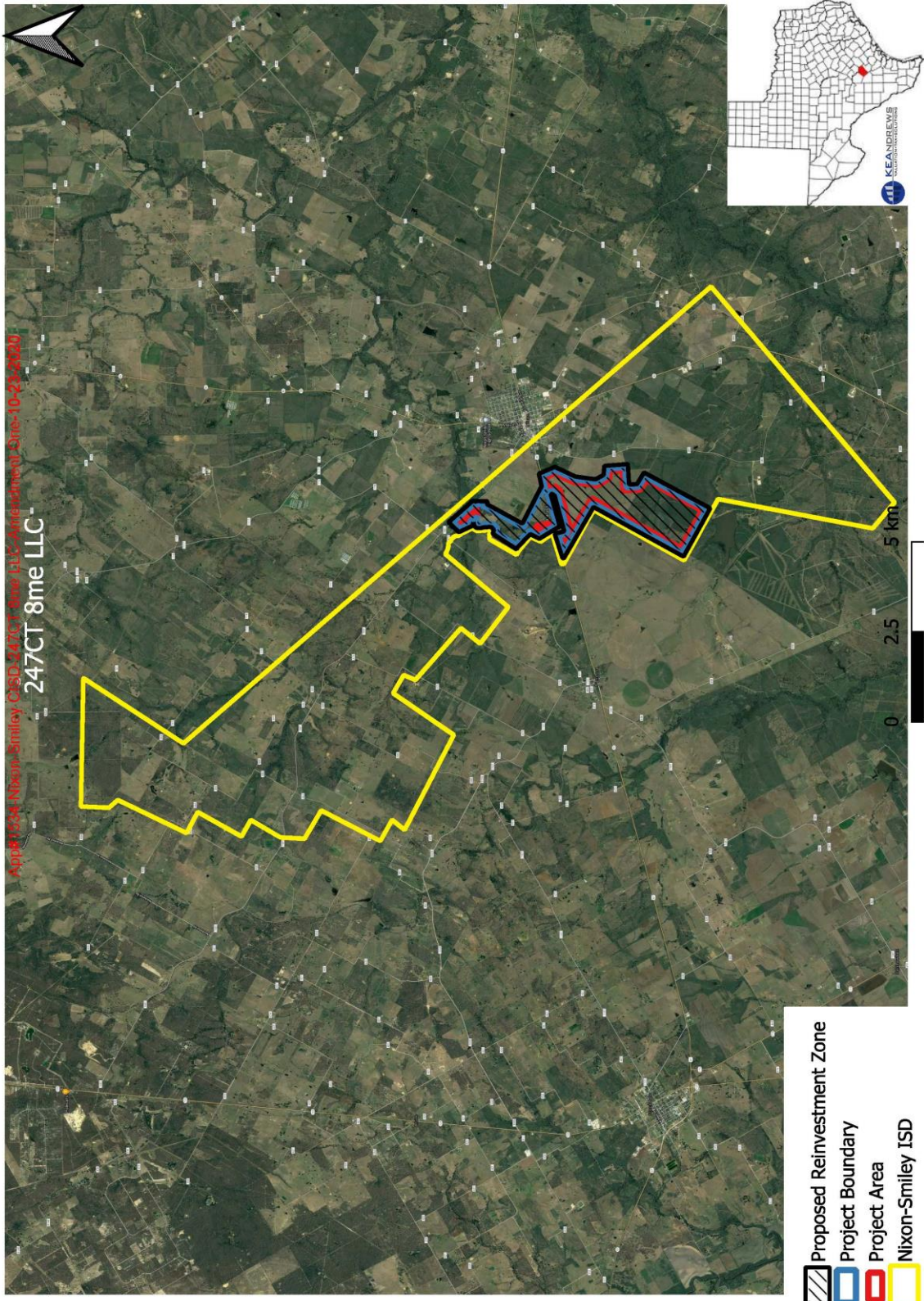
LEGAL DESCRIPTION OF THE “247CT 8^{me} REINVESTMENT ZONE”

Parcel#	Owner Name	Legal Description
17307	D-BAR LAND & CATTLE CO LLC	A0316 J J TEJIDA SUR, TRACT 4 (A0419 TR 3(P.T) & A0143 TR 1), ACRES 213.20
17305	HEWELL JOHN BIRD JR	A0316 J J TEJIDA SUR, TRACT 3 (PT) (TR 3A A0143 W J HERBERT), ACRES 58.60
18014	TALLEY TOBY B & KRISTI W	A0419 G MC PETERS SUR, TRACT 1B (PT), ACRES 90.01
63279	CLUCK RANCH INC	A0316 J J TEJIDA SUR, TRACT 9 (PT) (PANDORA TRACT), ACRES 9.89
17314	DAVID M CLUCK FAMILY LTD PARTNERSHIP	A0316 J J TEJIDA SUR, TRACT 9 (PANDORA TRACT), ACRES 4.40
18015	TALLEY TOBY B & KRISTI W	A0419 G MC PETERS SUR, TRACT 1B (PT), ACRES 104.67
16652	CLUCK RANCH INC	A0265 J RODEN SUR, TRACT 1(PANDORA TRACT), ACRES 351.24
63352	CLUCK DAVID MARK	A0265 J RODEN SUR, TRACT 17A, ACRES 275.25
16678	MCCM LAND PARTNERS LTD	A0265 J RODEN SUR, TRACT 16, ACRES 303.336
76945	DAVID MARK CLUCK FAMILY LTD PARTNERSHIP	A0265 J RODEN SUR, TRACT 15, ACRES 34.93

EXHIBIT B

SURVEY MAP OF THE “247CT 8^{me} REINVESTMENT ZONE”





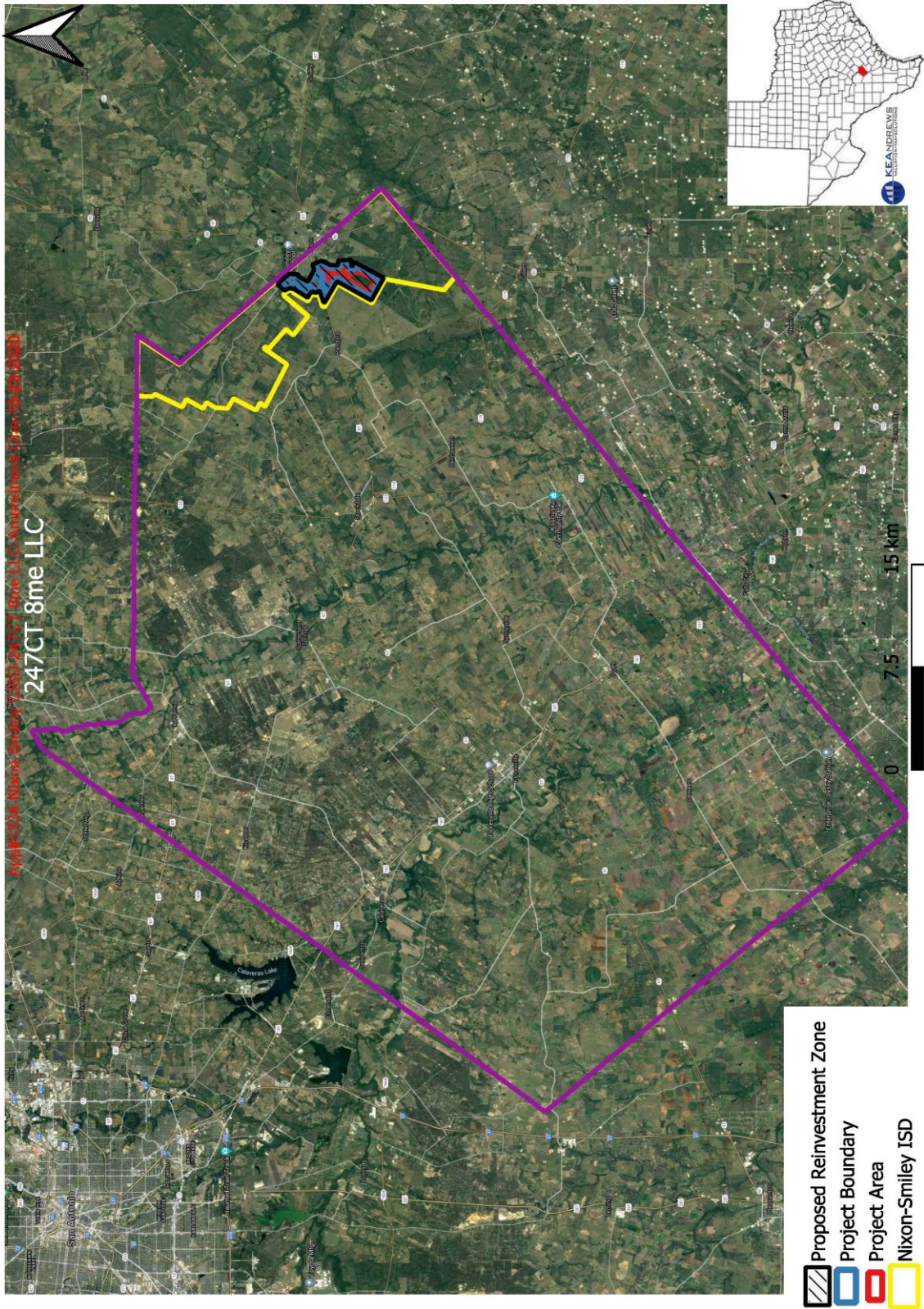
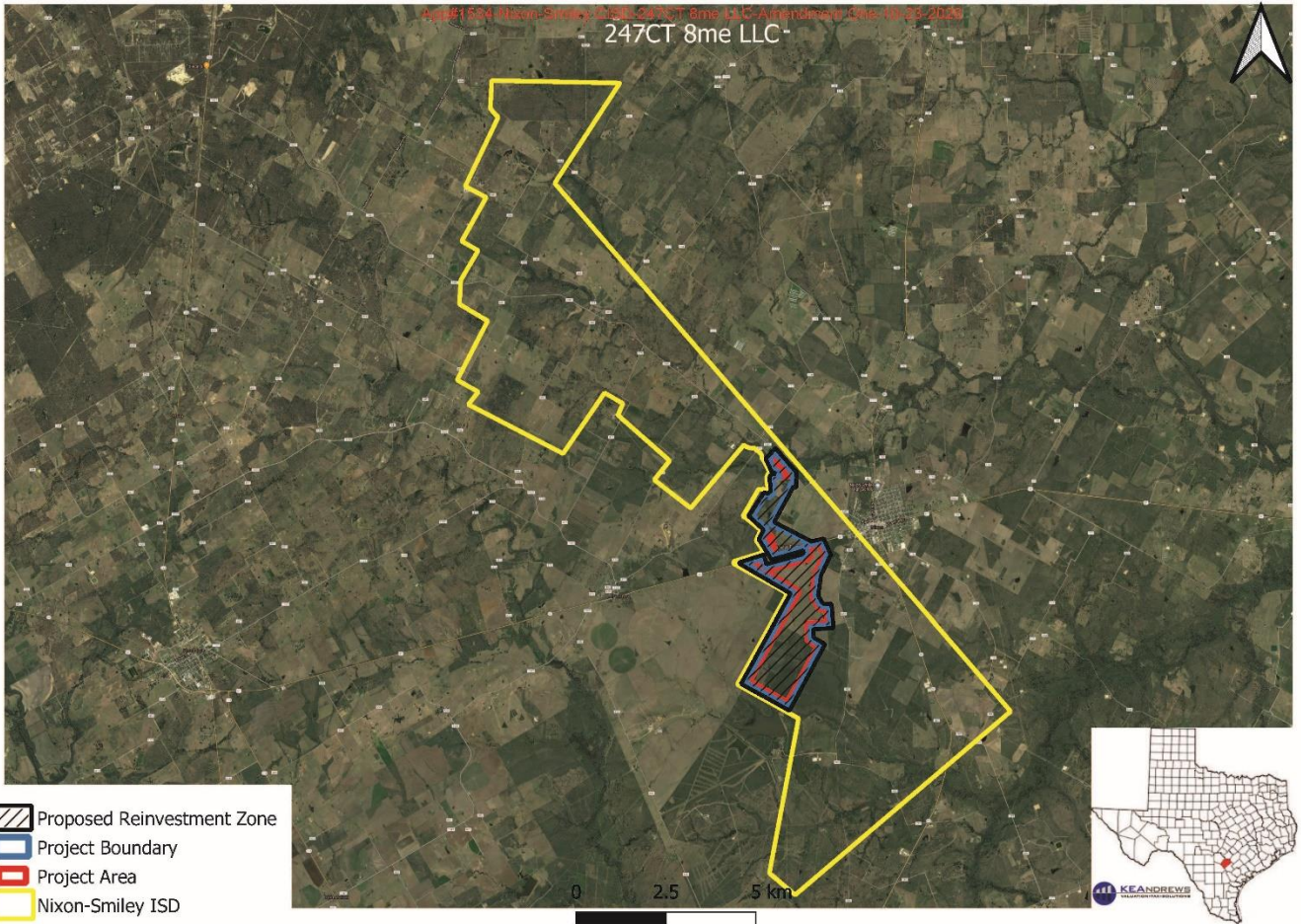
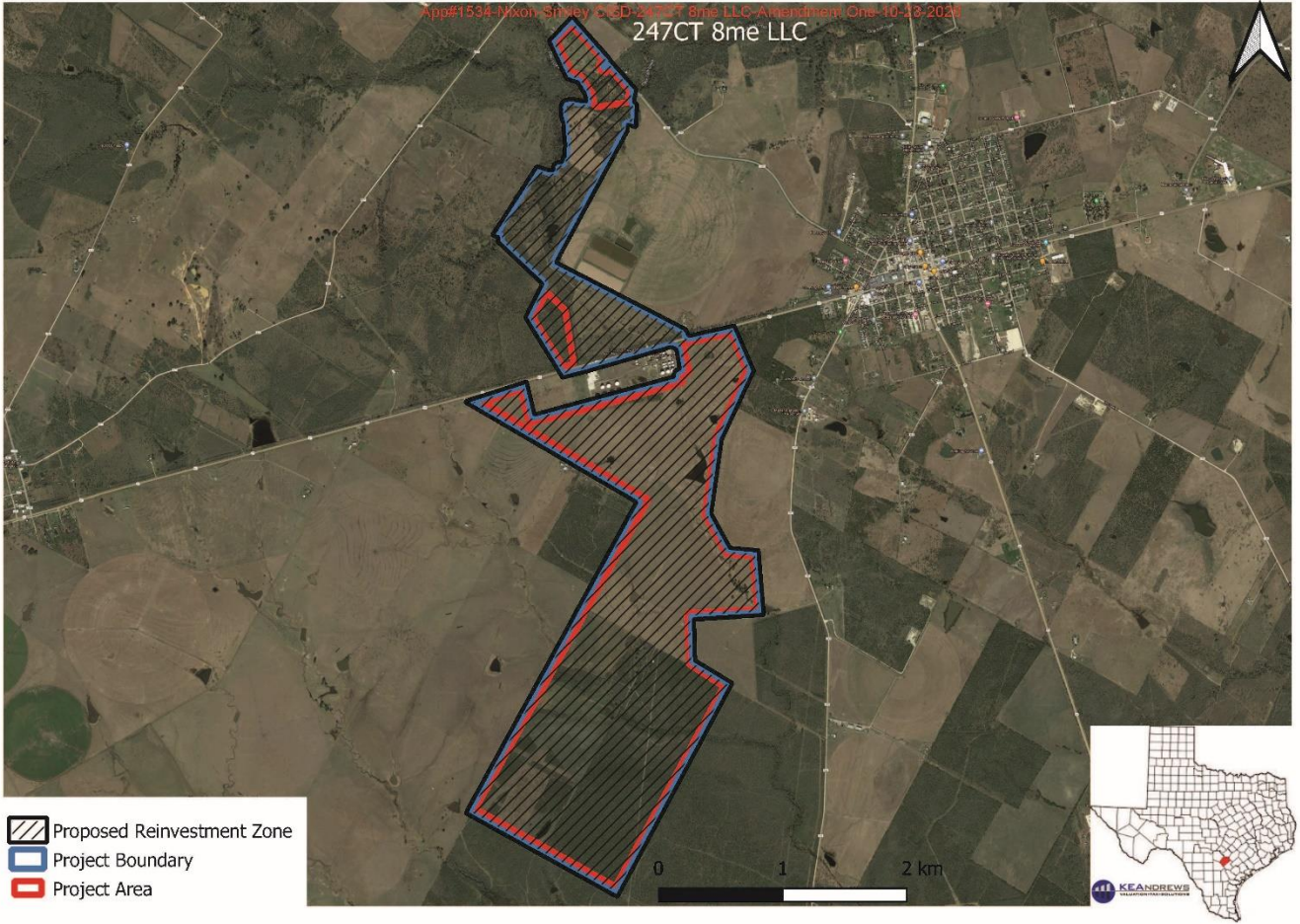


EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND



App#1534-Nixon Shreve CSD-247CT 8me LLC Amendment One 10-13-2024
247CT 8me LLC



- Proposed Reinvestment Zone
- Project Boundary
- Project Area

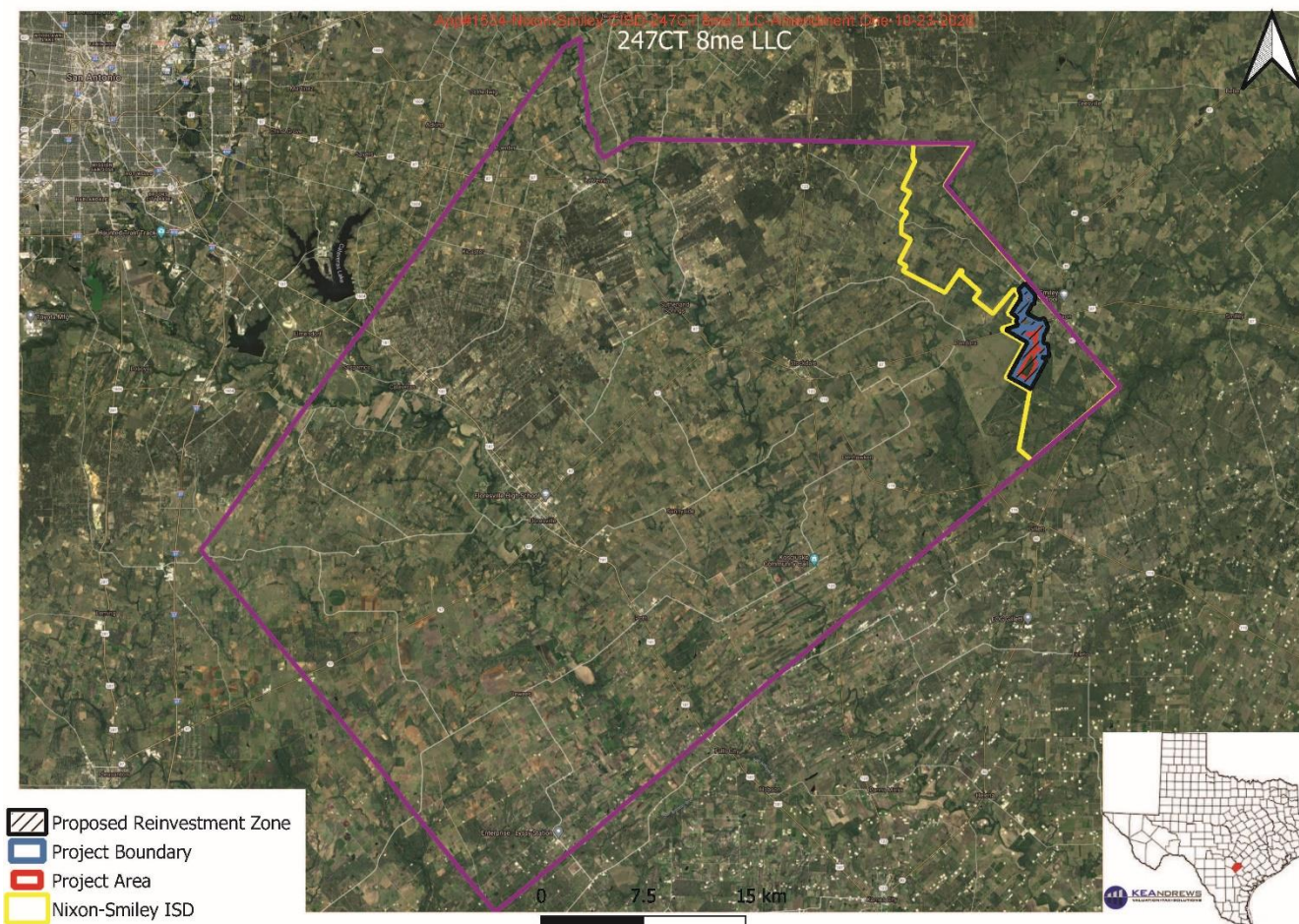


EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

247CT 8me LLC is 125 MW/AC solar electric generation facility with 405,340 photovoltaic panels, 34 central inverters, and a potential energy storage system.

247CT 8me LLC requests that the limitation covers all qualified investment and qualified property located within Nixon-Smilely CISD. It is our request that the limitation includes all eligible and ancillary equipment including the following:

- Substation
- Transmission Line
- Inverter and Transformers
- Foundations
- Roadways, Paving, & Fencing
- Posts & Racking Equipment
- Meteorological Towers & Equipment
- Mounting & Tracker Equipment
- Interconnection Facilities
- Solar Modules & Panels
- Power Conditioning Equipment
- Combiner Boxes
- Operation & Maintenance Buildings
- DC and AC collection wires, cables, and equipment
- SCADA equipment
- Energy Storage System Equipment

Please Note: This application covers all qualified property in the reinvestment zone and project boundary within Nixon-Smilely CISD.

*The battery storage system for 247CT 8me LLC will be used to store energy only generated from the portion of the project located within Nixon-Smilely CISD.

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

247CT 8me LLC is 125 MW/AC solar electric generation facility with 405,340 photovoltaic panels, 34 central inverters, and a potential energy storage system.

The limitation covers all qualified investment and qualified property located within Nixon-Smilely CISD, including all of the following eligible and ancillary equipment:

- Substation
- Transmission Line
- Inverter and Transformers
- Foundations
- Roadways, Paving, & Fencing
- Posts & Racking Equipment
- Meteorological Towers & Equipment
- Mounting & Tracker Equipment
- Interconnection Facilities
- Solar Modules & Panels
- Power Conditioning Equipment
- Combiner Boxes
- Operation & Maintenance Buildings
- DC and AC collection wires, cables, and equipment
- SCADA equipment
- Energy Storage System Equipment

Please Note: This agreement covers all qualified property in the reinvestment zone and project boundary within Nixon-Smilely CISD.

*The battery storage system for 247CT 8me LLC will be used to store energy only generated from the portion of the project located within Nixon-Smilely CISD.

INFORMATION

April 12, 2021

SUBJECT: Instruction and Student Achievement Updates

PRESENTED BY: Cathy L. Lauer, Ph.D.
Jane Dwyer

BACKGROUND INFORMATION

Each month updates will be reported to the Board on curriculum and or student achievement.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

ADMINISTRATIVE CONSIDERATION/BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

Instruction & Student Achievement Update

April 12, 2021

1. State Assessment Updates

- a. Texas English Language Proficiency Assessment System (TELPAS) - English Language Learners
- b. State of Texas Assessments of Academic Readiness (STAAR) - All students in grades 3-12
- c. STAAR Alternate 2 - an assessment based on alternate academic standards and is designed for students with the most significant cognitive disabilities receiving special education services.

2. High School Honors Course Requirements



March 25, 2021

Dear Nixon-Smilely Families,

Honors courses at Nixon-Smilely High School are designed to provide students with opportunities to work at an accelerated pace and engage in more rigorous content. A *Student Contract* was developed to maintain this high level of instruction. Students and parents are required to sign the contract for continued enrollment in each honors course.

Attached is a copy of the *Student Contract* explaining the steps for entering into honors-level courses at Nixon-Smilely High School. The *Student Contract* empowers your child to become a responsible party in the honors determination process. The expectations for **requesting** honors for future courses will begin with course scheduling for the upcoming 2021-2022 school year. Students seeking honors courses in the 2021-2022 school year will need to complete a *Student Contract* this spring. The signed *Student Contract* must be turned in to the high school office no later than **Thursday, May 20, 2021.**

Please feel free to contact our high school counselor, Mrs. Erica Jones, if you have questions about honors courses in general, or you can contact your child's teacher if you have specific course-related questions.

Thank you for supporting your child's desire to excel above the regular high school curriculum. The students who strive for knowledge and excellence are to be commended.

Sincerely,

Jim Weaver
NSHS Principal
830-582-1536 ext. 202
weaverj@nixonsmilely.net

Nixon-Smiley High School
Policy, Procedures, and Expectations for Honors Courses 2021-2022
Student Contract

Honors courses provide expectations and opportunities for students to work at an accelerated pace, engage in more rigorous and complex content and processes, and develop authentic products that reflect the students' understanding of key concepts. Each honors course curriculum includes appropriate adaptations for accelerated and enriched learning for pursuing in-depth studies that require abstract and higher-order thinking skills. Nixon-Smiley High School ensures that all students who have the capability, motivation, or potential to accept the challenge of honors courses will be allowed to do so. All documents needed to fulfill contract requirements are in this packet.

Procedures for requesting an honors course and student checklist:

1. Student will provide a current grade report from *Gradebook* showing a grade of **80 or higher** in the current honors course (e.g. English Honors, Science Honors, Math Honors, Social Studies Honors, etc.) or a grade of **90 or higher** in current regular course. (Requires student/parent *Gradebook* Access).
2. See attached eligibility form for honors courses. **Students must meet eligibility criteria by July 14, 2021.**
3. Signed Student Contract returned to the office by May 20, 2021.
4. Student must have 90% attendance.
5. Current students may only enter honors at the beginning of the school year by meeting the criteria listed above. No requests will be approved for current students to transfer into an honors course mid-year.
6. Mid-year transfer students who were enrolled in honors courses at their previous district will be enrolled in honors courses on a probationary period.
7. Students new to the district enrolling after the eligibility criteria deadline listed above and on or before the first day of school will be given a three-week window to meet the criteria to remain in honors courses.
8. Extenuating circumstances will be presented for review to the Honors Review Committee.

Maintenance expectations

- Students must maintain a minimum grade of 80 in honors courses.
- Grades will be checked at every progress report. If a student's grade falls below 80, the teacher and student will create a **support plan**, and the student will have one three-week progress report period to bring the grade up. Parents will be informed about the support plan. (The support plan can include any of the following; tutoring, projects, mandatory after-school library hours, and/or a schedule change.)
- Student must maintain 90% attendance in all honors courses.
- First semester performance will be reviewed for continued second semester enrollment.
- Second semester performance will be reviewed for enrollment the following year.
- Extenuating circumstances will be presented for review to the Honors Review Committee.

Contract

- ❖ I understand that participation in honors courses requires me to demonstrate:
 - A high level of student **INDEPENDENCE**
 - A high degree of **RESPONSIBILITY**
 - A high level of student **INTEGRITY** and **DEDICATION** to learning
- ❖ I understand that I am expected to:
 - Complete coursework **ABOVE** that of the standard curriculum at a **RIGOROUS PACE**.
 - Maintain a grade of 80 or higher **and** meet the 90% attendance requirement.
 - Complete all assignments and projects on time.
 - Consider taking the Advanced Placement exam if offered in an AP subject.
 - Maintain frequent communication with my teacher (in person, email, or on Google classroom).
 - Maintain academic integrity by **not** plagiarizing and **not** being academically dishonest (as defined in the following paragraphs). Failure to do so may result in removal from the honors course.
 - Abide by the Nixon-Smiley High School Student Code of Conduct.

Academic Dishonesty Defined

Falsification, misrepresentation of another’s work as one’s own (such as cheating on examinations, reports, or quizzes), plagiarism from the work of others, or the presentation of substantially similar work for different courses (unless authorized to do so), is academic dishonesty and is a severe offense. Knowingly helping other students cheat or plagiarize is also considered academic dishonesty.

Plagiarism Defined

Plagiarism occurs when you, intentionally, or due to your own negligence, use someone else’s words, ideas, or data without proper acknowledgment. To avoid plagiarism, whenever you use another author’s exact wording in your written text, you must enclose the words in quotation marks, whether it be a paragraph, a sentence, or merely an aptly expressed phrase. You must then acknowledge the source in a precise and complete citation. It is not enough to cite the source without indicating by quotation marks that the words are someone else’s. It is also not enough to change one or two words in a sentence; that does not make it your own sentence. Another common error is to use another person’s ideas or data without indicating the source. Even if you paraphrase the ideas, you must give credit in a citation to their originators. In oral presentations, the original source should also be given proper credit in the form of internal source references and bibliographic entries. While all of the above applies primarily to plagiarism from texts, scholarly articles, reviews, handbooks, encyclopedias, etc., it also applies to the use, either wholly or in part, of another student’s paper. The use of another student’s ideas or words on an examination or report constitutes plagiarism and is taken seriously by teachers and administration. Similarly, giving your ideas or words to another student to represent as their own also constitutes plagiarism. It is a form of cheating; indeed, it is a form of theft. It indicates dishonesty and a lack of personal integrity, which may affect your grade and how your teachers perceive your academic commitment.

Print Student Name: _____ Print Parent Name: _____

Student Signature: _____ Parent Signature: _____

Date: _____ Parent Contact (phone/email): _____

I am requesting honors in the following subjects (see supporting documentation):

_____	_____
_____	_____
_____	_____
_____	_____

SIGNED CONTRACT MUST BE TURNED IN TO THE HIGH SCHOOL OFFICE BY THURSDAY MAY 20, 2021.

2021-2022		Eligibility Requirements for Advanced Courses DRAFT (Scores subject to change based on 20-21 Conversion Tables)				
Nixon-Smiley High School advanced classes have eligibility requirements to ensure the success of students. In these classes, students will be learning the same standards but will be going deeper into the content and/or at a much faster pace, while setting higher expectations for the students. They are designed for students who love learning and/or are seeking admission to colleges, universities, or specialty programs.						
English						
Courses:	Test Placement Scores <i>Must meet one of the following scores</i>			Prerequisites:	Grade Level:	Weight <i>points added to final grade</i>
English 1 Honors	PSAT Reading & Writing 460 (8th), 480 (9th)		8th Reading STAAR 1737		9	10
English 2 Honors	PSAT Reading & Writing 460 (8th), 480 (9th)	TSI ELAR 945/5 Essay	English I EOC 4400	English 1 or English 1 Honors	10	10
English 3 Honors	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English II EOC 4400	English 2 or English 2 Honors	11	10
English 4 Honors	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English III EOC 4254	English 3 or English 3 Honors	12	10
English/Composition Dual Credit	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay		English 2 or English 2 Honors or English 3 or English 3 Honors	11-12	10
Social Studies						
Course:	Test Placement Scores <i>Must meet one of the following scores</i>			Prerequisites:	Grade Level:	Weight <i>points added to final grade</i>
World Geography Honors	PSAT Reading & Writing 460 (8th), 480 (9th)	TSI ELAR 945/5 Essay	8th Grade Reading STAAR 1737 /English I EOC 4400		9-10	10
World History Honors	PSAT Reading & Writing 460 (8th), 480 (9th)	TSI ELAR 945/5 Essay	8th Grade Reading STAAR 1737 /English I EOC 4400		9-10	10
US History Honors	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English II 4400/III EOC 4254	World Geography or World Geography Honors or World History or World History Honors	11-12	10
Government Honors	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English III EOC 4254		11-12	10
Economics Honors	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English III EOC 4254		11-12	10

Math						
Courses:	Test Placement Scores <i>Must meet one of the following scores</i>			Prerequisites:	Grade Level:	Weight <i>points added to final grade</i>
Algebra 1 Honors	PSAT Math 8th Grade - 480 9th Grade - 530		7th Math STAAR Masters Cutoff Score (Approx. 1798) 8th Math STAAR Masters Cutoff Score (Approx. 1854)	(if this class is taken in 8th grade, the student will be required to take and meet a state mandated cut score for ACT or SAT by the time they graduate)	8-9	10
Geometry Honors	PSAT Math 8th Grade - 480 9th Grade - 530	TSI Math 950	Algebra I EOC Masters Cutoff Score (Approx. 4333)	Algebra 1 or Algebra 1 Honors	9-10	10
Algebra 2 Honors	SAT Math 530/ ACT Math 19	TSI Math 950		Geometry or Geometry Honors	10-11	10
Pre-Calculus Honors	SAT Math 530/ ACT Math 19	TSI Math 950	Algebra II EOC 4156	Algebra 2 or Algebra 2 Honors	11-12	10
College Algebra Dual Credit	SAT Math 530/ ACT Math 19	TSI Math 950	Algebra I EOC Masters Cutoff Score (Approx. 4333) Algebra II EOC 4156	Algebra II and one semester of College Algebra Prep	12	10
Science						
Courses:	Test Placement Scores <i>Must meet one of the following scores</i>			Prerequisites:	Grade Level:	Weight <i>points added to final grade</i>
Biology Honors	PSAT Reading & Writing 460 (8th), 480 (9th)	8th Reading STAAR	8th Grade Reading 1737 AND 8th Science STAAR 4000		9	10
Chemistry Honors	10th - PSAT Math 510 11th - SAT Math 530/ACT Math 19	TSI Math 950	Algebra I EOC Masters Cutoff Score (Approx. 4333)	Biology or Biology Honors	10	10
Physics Honors	SAT Math 530/ ACT Math 19	TSI Math 950	Algebra II EOC 4156	Chemistry or Chemistry Honors AND Algebra 2 or Algebra 2 Honors	11	10

Electives

Courses:	Test Placement Scores <i>Must meet one of the following scores</i>			Prerequisites:	Grade Level:	Weight <i>points added to final grade</i>
Scientific Research and Design	SAT Math 530/ ACT Math 19 and SAT Critical Reading 480/ACT English 19	TSI Math 950 and TSI ELAR 945/5 Essay		Biology or Biology Honors AND Chemistry or Chemistry Honors. AND Physics or Physics Honors (or concurrently enrolled)	12	10
Psychology	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English II EOC 4400	English 1 or English 1 Honors AND English 2 or English 2 Honors	11-12	5
Sociology	SAT Critical Reading 480/ACT English 19	TSI ELAR 945/5 Essay	English II EOC 4400	English 1 or English 1 Honors AND English 2 or English 2 Honors	11-12	5
Physics				Completion of Algebra 2 or Algebra 2 Honors	11-12	5
Spanish 3				Native Spanish 1 & 2 or Spanish 1 AND Spanish 2	10-12	5
Spanish 4				Spanish 3	11-12	5

INFORMATION

April 12, 2021

SUBJECT: School Safety

PRESENTED BY: Cathy L. Lauer, Ph.D.
Jane Dwyer

BACKGROUND INFORMATION

Due to recent events, the administration would like to address the board about school safety and procedures.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

Safety Update

April 12, 2021

1. District Key Lock Box
2. CRASE - Safety Training Session from TASB Governance Camp
3. Student drug testing



ACTION

April 12, 2021

**SUBJECT: Instruction Materials Allotment and
TEKS Certification, 2021-2022**

**PRESENTED BY: Cathy L. Lauer, Ph.D.
Jane Dwyer**

BACKGROUND INFORMATION

The district superintendent, along with the president and secretary of the local board of trustees will certify that the district has instructional materials that cover all elements of the essential knowledge and skills of the required curriculum, other than physical education, for each grade level as required in the Texas Education Code, Section 28.002.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

MOTION: "I move that the Board approve the Instructional Materials Allotment and TEKS Certification, 2021-2022 as presented".

Approval/Disapproval

Motion _____ Second _____ Results _____

2021-22 Allotment and TEKS Certification Form

First and Last Name: Jane Dwyer
 E-mail: dwyerj@nixonsmiley.net
 District Name: Nixon-Smiley CISD
 County District Number: 89903

NOTE: This template is for planning purposes only, and will not be submitted to the Texas Education Agency. Please submit your responses using this form:
<https://app.smartsheet.com/b/form/bf5755712b724621a1ae5c78c80e2f4c>

Certification of Math Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for math?	What implementation approach does your district take for math materials?	Notes
	Grades K-5 TEKS Resource System (TRS) Grades 6-8 TEKS Resource System (TRS) Grades 9-12 TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	School leaders have flexibility to select different materials	The District adopts all State approved instructional materials.

Certification of RLA Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for RLA?	What implementation approach does your district take for RLA materials?	Notes
	Grades K-2 TEKS Resource System (TRS) Grades 3-5 TEKS Resource System (TRS) Grades 6-8 TEKS Resource Systems (TRS) Grades 9-12 TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	School leaders have flexibility to select different materials	The District adopts all State approved instructional materials.

Certification of Science Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for science?	What implementation approach does your district take for science materials?	Notes
	Grades K-5 TEKS Resource Systems (TRS) Grades 6-8 TEKS Resource Systems (TRS) Grade 9-12 TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	School leaders have flexibility to select different materials	The District adopts all State approved instructional materials.

Certification of Social Studies Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for social studies?	What implementation approach does your district take for social studies materials?	Notes
	Grades K-5 TEKS Resource Systems (TRS) Grades 6-8 TEKS Resource System (TRS) Grades 9-12 TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	School leaders have flexibility to select different materials	The District adopts all State approved instructional materials.

SUPERINTENDENT’S REPORTS / CONSENT AGENDA

The following items are informational or considered approved by consent unless a vote to amend is taken.

April 12, 2021

- SUBJECT: Financial Report /Quarterly Report**
- Tax Collector’s Report**
- Minutes of Previous Board Meetings**
- Cafeteria Report**
- ADA Report**
- Calendar of Events**

Financial Reports

The Financial Reports for the District reflect the revenue and expenditure through the end of the preceding month of operation.

Tax Collector’s Report

Board Policy requires that the tax collector prepare and submit a written report for all taxes collected during the preceding month.

Thru March 2021 93.75% of the 2020 adjusted tax levy had been collected
Thru March 2020 93.71% of the 2019 adjusted tax levy had been collected.
Thru March 2019 89.17% of the 2018 adjusted tax levy had been collected.

Minutes of Previous Board Meetings

Minutes of the March 8, 2021, regular meeting are attached.

Cafeteria Report

A copy of the District's Reimbursement Claim for School Lunch and Breakfast Programs will be reviewed at the meeting.

	# Days	Lunches Served	Breakfast Served	Combined claim for month
2021	18	15,793	17,170	\$95,103.80
2020	5	5,658	6,512	\$40,478.83
2019	16	14,523	14,856	\$79,964.31

ADA Report

Each month the District attendance information is processed and reviewed. This information is through the end of the preceding month and is also compared to previous years.

Calendar of Events

The District Administrators will update the Board on campus activities. All calendar of events are listed on our district website at www.nixonsmiley.net

MOTION: “I move that the Board approve the items on the consent agenda as presented.”

Motion _____ Second _____ Results _____

Approve/Disapprove

2020-2021 Portfolio Information/Quarterly Report APR 2021

ASSETS

Maintenance and Operations - Investment Portfolio:

ACC#	Location	Maturity	Rate	Value
089890000-2	Texpool - Local Maint.	Anytime	0.02%	\$12,711,649.23
10030077	TASB Liqu. Corp. (LoneStar)	Anytime	.11%	\$998.19
089890000-1	Texpool -Student Act.	Anytime	0.02%	\$40,412.42
AS06871	UBS	Varies	0.01%	\$202,383.23
5777-7508	LPL	Varies	1.550%-7.190%	\$18,107,849.99
16964	Third Coast Bank	24-Jun-21	0.55%	\$257,778.72
17015	Third Coast Bank	28-Nov-21	0.55%	\$15,957.07
15784	Third Coast Bank	05-Nov-21	0.55%	\$26,342.34
M&O Total:				\$31,363,371.19

Interest and Sinking Account:

89890000-3	Texpool I&S-Tax Rev	Anytime	0.02%	\$2,938,464.23
M&O + I&S Total:				\$34,301,835.42

Heritage Bank Checking Accounts:

9000143	Local Maintenance	Current Balance:	\$1,087,253.06
9000224	Activity Account	Current Balance:	\$153,647.79
9000534	I&S Tax Revenue	Current Balance:	\$35,520.64
Checking Total			\$1,276,421.49
M&O + I&S+ Checking :			\$35,578,256.91

Last month:
\$36,233,700.90
Last year:
\$31,086,329.25
Due from state:
\$36,391.11

Construction Accounts:

089890000-4	Texpool	Anytime	0.02%	\$18.99
7948-1852	LPL	Varies	0.01%	\$325,702.46
9000143	Local Maintenance	Anytime	Current Balance:	\$97,340.98
Construction Total				\$423,062.43
M&O + I&S+ Checking + Construction =Total Current Assets:				\$36,001,319.34

ANTICIPATED REVENUE

	Foundation Payment Received	Payment scheduled:	Available School Fund Received*
2019-20 Settle up	\$0.00	\$125,569.00	
September 20	\$1,987,511.00	\$1,987,511.00	\$15,277.00
October 20	\$1,544,958.00	\$1,544,958.00	\$30,927.00
November 20	\$31.00	\$0.00	\$44,135.00
December 20	\$0.00	\$0.00	\$44,700.00
January 21	\$0.00	\$0.00	\$0.00
February 21	\$0.00	\$0.00	\$0.00
March 21	\$55,231.00	\$0.00	\$0.00
April 21	\$0.00	\$0.00	\$0.00
May 21	\$0.00	\$0.00	\$0.00
June 21	\$0.00	\$0.00	\$0.00
July 21	\$0.00	\$0.00	\$0.00
August 21	\$0.00	\$884,221.00	\$0.00
Total to Date:	\$3,587,731.00		\$135,039.00
Total Projected:		\$4,416,690.00	\$0.00
Total Received to date:	\$3,587,731.00		\$135,039.00

*The Texas Legislature sets an amount that will be available for expenditures from the Available School Fund each school year. Based on this estimate and after deducting the required amounts for textbooks, textbook administration, and Permanent School fund administration, the per capita apportionment rate is set as a dollar amount per student to be issued to schools.

CASH PORTFOLIO MONTHLY BALANCE

	2014-2015	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
SEP	13,624,001.31	25,184,549.99	20,760,366.22	22,565,793.22	21,816,937.38	22,491,873.52	27,396,616.15
OCT	15,600,193.92	24,100,001.18	24,015,847.87	23,296,405.02	22,400,538.42	23,316,267.66	28,022,051.72
NOV	16,487,238.83	23,571,409.24	25,341,868.32	23,677,241.78	23,192,672.61	25,950,156.23	29,593,937.83
DEC	16,973,037.77	24,672,067.92	25,379,348.38	23,867,212.46	22,920,477.21	25,637,342.02	29,247,765.74
JAN	17,944,344.48	24,623,327.83	25,051,947.18	23,635,655.32	23,151,418.52	25,377,638.72	30,059,386.67
FEB	30,997,977.85	28,731,982.64	28,976,079.29	28,158,696.49	27,234,715.55	31,788,141.22	35,955,384.40
MAR	29,631,158.95	28,545,859.63	27,647,658.24	26,889,903.97	26,465,685.24	30,897,187.42	36,233,700.90
APR	28,726,925.27	27,611,281.64	26,891,592.15	26,401,336.47	25,786,489.38	31,086,329.25	35,578,256.91
MAY	28,512,407.07	26,525,987.46	26,128,653.63	25,266,753.47	25,455,802.53	30,467,442.12	
JUN	27,864,781.76	25,222,523.53	25,375,674.49	23,945,307.06	24,842,318.87	29,637,351.84	
JUL	26,862,948.51	23,713,942.05	24,126,605.91	23,835,470.42	23,982,458.55	28,536,558.15	
AUG	25,939,173.83	22,820,599.70	23,569,155.42	22,142,440.80	23,694,248.82	28,287,218.70	

Board Report
 Recap Comparison of Revenue to Budget
 NIXON-SMILEY CISD
 As of April

	Estimated Revenue (Budget)	Revenue Realized Current/Next	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 1 GENERAL OPERATING FUND	13,249,411.00	-414,713.04	-14,921,430.12	-1,672,019.12	112.62%
211 / 0 CG ROLL FWD REVENUE (TTLI 1003)	6,575.08	.00	.00	6,575.08	.00%
211 / 1 ESEA TITLE I-REGULAR	388,026.00	-12,565.54	-153,130.17	234,895.83	39.46%
212 / 1 ESEA TITLE I MIGRANT	.00	.00	.00	.00	.00%
224 / 1 IDEA-PART B FORMULA	217,440.00	.00	-77,124.76	140,315.24	35.47%
225 / 1 IDEA-PART B, PRESCHOOL	5,517.00	.00	-2,612.37	2,904.63	47.35%
240 / 1 FOOD SERVICE	1,037,767.00	-92,151.78	-585,988.55	451,778.45	56.47%
242 / 1 SUMMER FEEDING PROG.DEPT.HUMAN	.00	.00	.00	.00	.00%
255 / 0 TPTR	7,567.46	-2,734.74	-7,567.46	.00	100.00%
255 / 1 TPTR	39,666.00	-1,992.49	-8,941.06	30,724.94	22.54%
263 / 1 TITLE III ESL	18,636.00	-1,027.23	-6,613.32	12,022.68	35.49%
266 / 1 ESSER GRANT	265,088.00	-21,814.14	-132,045.02	133,042.98	49.81%
270 / 1 TITLE VI B-RURAL & LOW INCOME	19,736.00	.00	-9,086.52	10,649.48	46.04%
276 / 0 INSTRUCTIONAL CONTINUITY GRANT	10,500.00	.00	.00	10,500.00	.00%
289 / 1 SAFETY/SUMMER SCHOOL-LEP	24,298.00	.00	-9,734.52	14,563.48	40.06%
410 / 1 TEXTBOOKS	227,602.51	.00	-23,971.14	203,631.37	10.53%
429 / 0 TECHNOLOGY LENDING	31,313.50	.00	-2,531.50	28,782.00	8.08%
429 / 1 TECH/MATH/SAFETY	.00	.00	-28,997.24	-28,997.24	.00%
458 / 1 DAEP	470,621.04	-3,695.04	-446,609.33	24,011.71	94.90%
459 / 1 UIL-DISTRICT	.00	.00	.00	.00	.00%
462 / 0 POWER UP GRANT	.00	.00	.00	.00	.00%
599 / 1 DEBT SERVICE	1,787,572.00	-23,157.02	-1,727,965.53	59,606.47	96.67%
616 / 1 CONSTRUCTION	.00	-4.61	19,978.08	19,978.08	.00%
711 / 1 RENTAL PROPERTIES	.00	-2,450.00	-17,000.00	-17,000.00	.00%
Total 5000 Revenues	17,807,336.59	-576,305.63	-18,141,370.53	-334,033.94	101.88%
Total 7000 Revenues	.00	.00	.00	.00	.00%
Total Revenues	17,807,336.59	-576,305.63	-18,141,370.53	-334,033.94	101.88%

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
NIXON-SMILEY CISD
As of April

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 1 GENERAL OPERATING FUND	-14,987,678.00	73,289.89	7,460,509.44	1,126,901.90	-7,453,878.67	49.78%
211 / 0 CG ROLL FWD REVENUE (TTLI 1003	-6,575.08	.00	3,000.00	1,000.00	-3,575.08	45.63%
211 / 1 ESEA TITLE I-REGULAR	-388,026.00	25,837.50	175,004.80	27,034.71	-187,183.70	45.10%
212 / 1 ESEA TITLE I MIGRANT	.00	.00	.00	.00	.00	.00%
224 / 1 IDEA-PART B FORMULA	-217,440.00	.00	90,555.49	15,493.02	-126,884.51	41.65%
225 / 1 IDEA-PART B, PRESCHOOL	-5,517.00	.00	3,066.51	541.48	-2,450.49	55.58%
240 / 1 FOOD SERVICE	-1,037,767.00	13,889.18	640,626.87	106,171.31	-383,250.95	61.73%
242 / 1 SUMMER FEEDING PROG.DEPT.HUMAN	.00	.00	.00	.00	.00	.00%
255 / 0 TPTR	-7,567.46	.00	7,567.46	-.50	.00	100.00%
255 / 1 TPTR	-39,666.00	400.00	13,692.48	4,751.92	-25,573.52	34.52%
263 / 1 TITLE III ESL	-18,636.00	.00	8,881.14	2,326.39	-9,754.86	47.66%
266 / 1 ESSER GRANT	-265,088.00	.00	150,957.90	45,220.50	-114,130.10	56.95%
270 / 1 TITLE VI B-RURAL & LOW INCOME	-19,736.00	.00	10,564.52	1,761.35	-9,171.48	53.53%
276 / 0 INSTRUCTIONAL CONTINUITY GRANT	-10,500.00	.00	.00	.00	-10,500.00	-.00%
289 / 1 SAFETY/SUMMER SCHOOL-LEP	-24,298.00	.00	12,229.82	2,600.07	-12,068.18	50.33%
410 / 1 TEXTBOOKS	-227,602.51	1,228.99	87,513.90	.00	-138,859.62	38.45%
429 / 0 TECHNOLOGY LENDING	-31,313.50	.00	31,313.50	.00	.00	100.00%
429 / 1 TECH/MATH/SAFETY	.00	.00	230.28	.00	230.28	.00%
458 / 1 DAEP	-470,621.04	1,445.96	231,431.65	36,705.90	-237,743.43	49.18%
459 / 1 UIL-DISTRICT	.00	.00	.00	.00	.00	.00%
462 / 0 POWER UP GRANT	-19,960.00	.00	.00	.00	-19,960.00	-.00%
599 / 1 DEBT SERVICE	-1,787,572.00	.00	618,989.10	.00	-1,168,582.90	34.63%
616 / 1 CONSTRUCTION	-255,838.70	.00	12,186.52	.00	-243,652.18	4.76%
711 / 1 RENTAL PROPERTIES	.00	.00	.00	.00	.00	.00%
Total 6000 Expenditures	-19,821,402.29	116,091.52	9,558,321.38	1,370,508.05	-10,146,989.39	48.22%
Total 8000 Expenditures	.00	.00	.00	.00	.00	.00%
Total Expenditures	-19,821,402.29	116,091.52	9,558,321.38	1,370,508.05	-10,146,989.39	48.22%

End of Report

Board Report
 Comparison of Expenditures and Encumbrances to Budget
 NIXON-SMILEY CISD
 As of April

Fund 199 / 1 GENERAL OPERATING FUND

	Budget	Encumbrance YTD	Expenditure YTD	Current/Next Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-7,532,573.00	.00	3,745,415.05	585,021.93	-3,787,157.95	49.72%
6200 - PROFESSNL & CONTRACTED SVS	-373,644.00	4,209.67	220,306.15	22,018.96	-149,128.18	58.96%
6300 - SUPPLIES AND MATERIALS	-523,671.00	27,212.30	226,520.30	24,354.34	-269,938.40	43.26%
6400 - OTHER OPERATING EXPENSES	-62,900.00	100.00	3,508.38	777.30	-59,291.62	5.58%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-72,150.00	.00	8,000.00	.00	-64,150.00	11.09%
Total Function11 INSTRUCTION	-8,564,938.00	31,521.97	4,203,749.88	632,172.53	-4,329,666.15	49.08%
12 - LIBRARY						
6100 - PAYROLL COSTS	.00	.00	8,031.91	2,153.29	8,031.91	.00%
6300 - SUPPLIES AND MATERIALS	-26,150.00	474.63	7,179.15	236.20	-18,496.22	27.45%
6400 - OTHER OPERATING EXPENSES	-400.00	.00	.00	.00	-400.00	-.00%
Total Function12 LIBRARY	-26,550.00	474.63	15,211.06	2,389.49	-10,864.31	57.29%
13 - CURRICULUM & INSTRUCTIONAL STF						
6100 - PAYROLL COSTS	-3,750.00	.00	.00	.00	-3,750.00	-.00%
6200 - PROFESSNL & CONTRACTED SVS	-99,785.00	.00	.00	.00	-99,785.00	-.00%
6300 - SUPPLIES AND MATERIALS	-13,250.00	.00	.00	.00	-13,250.00	-.00%
6400 - OTHER OPERATING EXPENSES	-84,509.00	4,634.50	10,858.00	1,438.00	-69,016.50	12.85%
Total Function13 CURRICULUM &	-201,294.00	4,634.50	10,858.00	1,438.00	-185,801.50	5.39%
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-260,082.00	.00	174,858.73	24,340.77	-85,223.27	67.23%
6200 - PROFESSNL & CONTRACTED SVS	-500.00	.00	.00	.00	-500.00	-.00%
6300 - SUPPLIES AND MATERIALS	-1,950.00	.00	580.95	.00	-1,369.05	29.79%
6400 - OTHER OPERATING EXPENSES	-6,150.00	.00	1,538.00	.00	-4,612.00	25.01%
Total Function21 INSTRUCTIONAL	-268,682.00	.00	176,977.68	24,340.77	-91,704.32	65.87%
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-754,513.00	.00	416,541.30	62,875.80	-337,971.70	55.21%
6200 - PROFESSNL & CONTRACTED SVS	-500.00	.00	.00	.00	-500.00	-.00%
6300 - SUPPLIES AND MATERIALS	-300.00	.00	.00	.00	-300.00	-.00%
6400 - OTHER OPERATING EXPENSES	-7,550.00	.00	510.00	.00	-7,040.00	6.75%
Total Function23 CAMPUS ADMINISTRATION	-762,863.00	.00	417,051.30	62,875.80	-345,811.70	54.67%
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-230,841.00	.00	105,074.95	21,029.40	-125,766.05	45.52%
6200 - PROFESSNL & CONTRACTED SVS	-900.00	.00	900.00	.00	.00	100.00%
6300 - SUPPLIES AND MATERIALS	-1,100.00	.00	396.07	32.84	-703.93	36.01%
6400 - OTHER OPERATING EXPENSES	-1,050.00	.00	379.00	.00	-671.00	36.10%
Total Function31 GUIDANCE AND	-233,891.00	.00	106,750.02	21,062.24	-127,140.98	45.64%
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-249,235.00	.00	127,220.89	23,119.73	-122,014.11	51.04%
6200 - PROFESSNL & CONTRACTED SVS	-950.00	.00	502.79	.00	-447.21	52.93%
6300 - SUPPLIES AND MATERIALS	-8,015.00	889.82	3,096.87	887.43	-4,028.31	38.64%
6400 - OTHER OPERATING EXPENSES	-812.00	.00	.00	.00	-812.00	-.00%
Total Function33 HEALTH SERVICES	-259,012.00	889.82	130,820.55	24,007.16	-127,301.63	50.51%
34 - PUPIL TRANSPORTATION-REGULAR						
6100 - PAYROLL COSTS	-240,788.00	.00	163,496.84	25,640.52	-77,291.16	67.90%
6200 - PROFESSNL & CONTRACTED SVS	-54,000.00	3,588.51	24,009.74	4,912.71	-26,401.75	44.46%
6300 - SUPPLIES AND MATERIALS	-172,250.00	930.26	70,639.35	21,212.49	-100,680.39	41.01%
6400 - OTHER OPERATING EXPENSES	-30,200.00	.00	26,091.00	.00	-4,109.00	86.39%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-138,000.00	.00	.00	.00	-138,000.00	-.00%

Board Report
 Comparison of Expenditures and Encumbrances to Budget
 NIXON-SMILEY CISD
 As of April

Fund 199 / 1 GENERAL OPERATING FUND

	Budget	Encumbrance YTD	Expenditure YTD	Current/Next Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
34 - PUPIL TRANSPORTATION-REGULAR						
Total Function34 PUPIL TRANSPORTATION-	-635,238.00	4,518.77	284,236.93	51,765.72	-346,482.30	44.74%
36 - CO-CURRICULAR/EXTRA ACTIVITIES						
6100 - PAYROLL COSTS	-172,877.09	.00	92,491.65	11,737.97	-80,385.44	53.50%
6200 - PROFESSNL & CONTRACTED SVS	-64,701.00	8,933.00	34,777.53	9,847.36	-20,990.47	53.75%
6300 - SUPPLIES AND MATERIALS	-85,872.91	8,404.20	34,204.57	6,833.19	-43,264.14	39.83%
6400 - OTHER OPERATING EXPENSES	-77,350.00	843.44	34,905.12	2,769.32	-41,601.44	45.13%
Total Function36 CO-CURRICULAR/EXTRA	-400,801.00	18,180.64	196,378.87	31,187.84	-186,241.49	49.00%
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-266,999.00	.00	146,428.06	23,222.16	-120,570.94	54.84%
6200 - PROFESSNL & CONTRACTED SVS	-158,768.00	600.00	106,762.05	1,836.50	-51,405.95	67.24%
6300 - SUPPLIES AND MATERIALS	-14,650.00	.00	1,785.95	131.24	-12,864.05	12.19%
6400 - OTHER OPERATING EXPENSES	-83,800.00	250.00	41,182.90	150.00	-42,367.10	49.14%
Total Function41 GENERAL ADMINISTRATION	-524,217.00	850.00	296,158.96	25,339.90	-227,208.04	56.50%
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-657,638.00	.00	377,039.85	57,872.55	-280,598.15	57.33%
6200 - PROFESSNL & CONTRACTED SVS	-836,561.00	5,958.31	280,443.47	14,971.05	-550,159.22	33.52%
6300 - SUPPLIES AND MATERIALS	-248,700.00	1,369.05	88,113.03	15,326.83	-159,217.92	35.43%
6400 - OTHER OPERATING EXPENSES	-71,739.00	.00	71,139.00	.00	-600.00	99.16%
6600 - CPTL OUTLY LAND BLDG & EQUIP	.00	.00	.00	.00	.00	.00%
Total Function51 PLANT MAINTENANCE &	-1,814,638.00	7,327.36	816,735.35	88,170.43	-990,575.29	45.01%
52 - SECURITY SERVICES						
6100 - PAYROLL COSTS	-26,940.00	.00	17,788.76	2,705.29	-9,151.24	66.03%
6200 - PROFESSNL & CONTRACTED SVS	-18,650.00	.00	1,940.00	270.00	-16,710.00	10.40%
6300 - SUPPLIES AND MATERIALS	-28,000.00	4,332.75	4,305.07	.00	-19,362.18	15.38%
6400 - OTHER OPERATING EXPENSES	-16,000.00	300.00	5,578.20	148.67	-10,121.80	34.86%
Total Function52 SECURITY SERVICES	-89,590.00	4,632.75	29,612.03	3,123.96	-55,345.22	33.05%
53 - DATA PROCESSING SERVICES						
6100 - PAYROLL COSTS	-387,175.00	.00	227,191.90	34,863.94	-159,983.10	58.68%
6200 - PROFESSNL & CONTRACTED SVS	-113,110.00	219.45	69,847.59	5,705.16	-43,042.96	61.75%
6300 - SUPPLIES AND MATERIALS	-18,950.00	40.00	3,993.46	567.12	-14,916.54	21.07%
6400 - OTHER OPERATING EXPENSES	-7,050.00	.00	689.00	.00	-6,361.00	9.77%
Total Function53 DATA PROCESSING	-526,285.00	259.45	301,721.95	41,136.22	-224,303.60	57.33%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-92,579.00	.00	51,828.74	8,928.45	-40,750.26	55.98%
6200 - PROFESSNL & CONTRACTED SVS	-96,250.00	.00	80,030.00	40,000.00	-16,220.00	83.15%
6300 - SUPPLIES AND MATERIALS	-9,000.00	.00	4,209.36	32.84	-4,790.64	46.77%
6400 - OTHER OPERATING EXPENSES	-850.00	.00	213.48	.00	-636.52	25.12%
Total Function61 COMMUNITY SERVICES	-198,679.00	.00	136,281.58	48,961.29	-62,397.42	68.59%
71 - BOND PAYMENT						
6500 - DEBT SERVICE	-26,000.00	.00	.00	.00	-26,000.00	-0.00%
Total Function71 BOND PAYMENT	-26,000.00	.00	.00	.00	-26,000.00	-0.00%
81 - CONSTRUCTION						
6500 - DEBT SERVICE	.00	.00	.00	.00	.00	.00%
Total Function81 CONSTRUCTION	.00	.00	.00	.00	.00	.00%
91 - CONT INSTR SERV BETWEEN SCHOOL						
6200 - PROFESSNL & CONTRACTED SVS	.00	.00	.00	.00	.00	.00%
Total Function91 CONT INSTR SERV BETWEEN	.00	121	.00	.00	.00	.00%

Board Report
Comparison of Expenditures and Encumbrances to Budget
NIXON-SMILEY CISD
As of April

Fund 199 / 1 GENERAL OPERATING FUND

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current/Next Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
99 - OTHER GOVT ENTITIES						
6200 - PROFESSNL & CONTRACTED SVS	-455,000.00	.00	337,965.28	68,930.55	-117,034.72	74.28%
Total Function99 OTHER GOVT ENTITIES	-455,000.00	.00	337,965.28	68,930.55	-117,034.72	74.28%
8000 - OBJECT DESCR FOR 8000						
00 -						
8900 - OTHER USES	.00	.00	.00	.00	.00	.00%
Total Function00	.00	.00	.00	.00	.00	.00%
Total Expenditures	-14,987,678.00	73,289.89	7,460,509.44	1,126,901.90	-7,453,878.67	49.78%

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
044718	03-11-2021	00042	DUSSETTSCHLEGER'S I	PLANT MAINT. & OP	211646	12715	C	HVAC REPAIR	130.00	N
					199-51-6299.00-905-199000					
				PLANT MAINT. & OP	211646	12714	C	HVAC REPAIR	280.00	N
					199-51-6299.00-905-199000					
Check 044718 Total:									410.00	
044747	03-26-2021	00042	DUSSETTSCHLEGER'S I	PLANT MAINT. & OP	211712	12721	C	HVAC REPAIR	503.75	N
					199-51-6299.00-905-199000					
Vendor 00042 Total:									913.75	
044674	03-05-2021	00054	CPL RETAIL ENERGY	PLANT MAINT. & OP	211613	1/28-2/26/21	C	Electric Bill	77.07	N
					199-51-6259.02-905-199000					
044743	03-26-2021	00054	CPL RETAIL ENERGY	PLANT MAINT. & OP	211703	2/11-3/12/21	C	Electric Bill	441.24	N
					199-51-6259.02-905-199000					
Vendor 00054 Total:									518.31	
044797	04-01-2021	00060	CITY UTILITIES	PLANT MAINT. & OP	211812	1/28-2/24/21	C	Water Bill-Feb	2,714.44	N
					199-51-6259.00-905-199000					
044752	03-26-2021	00094	ESC REGION 13	N-S MIDDLE SCHOO	211625	241470	C	MS GT Materials	210.32	N
					199-11-6399.60-041-121000					
				SCHOOL BOARD	211682	241481	C	Board Training	600.00	N
					199-41-6291.00-702-199000					
Check 044752 Total:									810.32	
Vendor 00094 Total:									810.32	
044675	03-05-2021	00105	HILL COUNTRY DAIRIE CAFETERIA		211543	414106016	C	FOOD	155.05	N
					240-35-6341.00-904-199000					
			CAFETERIA		211529	414105611	C	FOOD	466.20	N
					240-35-6341.00-904-199000					
			CAFETERIA		211542	414106013	C	FOOD	559.77	N
					240-35-6341.00-904-199000					
			CAFETERIA		211528	414105612	C	FOOD	277.92	N
					240-35-6341.00-904-199000					
Check 044675 Total:									1,458.94	
044722	03-11-2021	00105	HILL COUNTRY DAIRIE CAFETERIA		211605	414106302	C	FOOD	280.89	N
					240-35-6341.00-904-199000					
			CAFETERIA		211606	41410637	C	FOOD	513.96	N
					240-35-6341.00-904-199000					
Check 044722 Total:									794.85	
044763	03-26-2021	00105	HILL COUNTRY DAIRIE CAFETERIA		211699	414107410	C	FOOD	372.51	N
					240-35-6341.00-904-199000					
			CAFETERIA		211627	414106717	C	FOOD	559.77	N
					240-35-6341.00-904-199000					
			CAFETERIA		211698	41407411	C	FOOD	559.77	N
					240-35-6341.00-904-199000					
			CAFETERIA		211685	414107008	C	FOOD	124.84	N
					240-35-6341.00-904-199000					
			CAFETERIA		211628	414106712	C	FOOD	278.88	N
					240-35-6341.00-904-199000					
Check 044763 Total:									1,895.77	
044811	04-01-2021	00105	HILL COUNTRY DAIRIE CAFETERIA		211786	414108819	C	FOOD	187.26	N
					240-35-6341.00-904-199000					
			CAFETERIA		211744	414108406	C	FOOD	310.43	N
					240-35-6341.00-904-199000					
			CAFETERIA		211743	414108405	C	FOOD	559.77	N
					240-35-6341.00-904-199000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				CAFETERIA	211787	414108812	C	FOOD	559.77	N
					240-35-6341.00-904-199000					
								Check 044811 Total:	1,617.23	
								Vendor 00105 Total:	5,766.79	
044676	03-05-2021	00109	YORKTOWN ISD	ATHLETICS	211564	GOLF ENTRY	C	Tournament Entry Fee	240.00	N
					199-36-6412.62-860-191000					
	03-24-2021			ATHLETICS	211564	GOLF ENTRY	D	WRONG AMOUNT	-240.00	N
					199-36-6412.62-860-191000					
								Check 044676 Total:	.00	
044789	03-26-2021	00109	YORKTOWN ISD	ATHLETICS	211687	TRACK ENTRY	C	Track Entry Fee	150.00	N
					199-36-6412.15-860-191000					
				ATHLETICS	211747	GOLF ENTRY FEE	C	Golf Entry Fee	160.00	N
					199-36-6412.62-860-191000					
								Check 044789 Total:	310.00	
								Vendor 00109 Total:	310.00	
044677	03-05-2021	00129	GULF COAST PAPER C	N-S HIGH SCHOOL	211596	2003872	C	COPY PAPER	439.20	N
					199-11-6399.01-001-111000					
				N-S MIDDLE SCHOO	211596	2003872	C	COPY PAPER	439.20	N
					199-11-6399.01-041-111000					
				NIXON-SMILEY ELE	211596	2003872	C	COPY PAPER	439.20	N
					199-11-6399.01-101-111000					
				N-S MIDDLE SCHOO	211588	2003880	C	CUSTODIAL SUPPLIES - M	179.19	N
					199-51-6319.19-041-199000					
				N-S MIDDLE SCHOO	211588	2008179	C	CUSTODIAL SUPPLIES - M	107.80	N
					199-51-6319.19-041-199000					
				N-S MIDDLE SCHOO	211588	2003879	C	CUSTODIAL SUPPLIES - M	351.95	N
					199-51-6319.19-041-199000					
				DISTRICT WIDE	211595	2008176	C	CUSTODIAL SUPPLIES-DI	7.00	N
					199-51-6319.20-999-199000					
				DISTRICT WIDE	211595	2003870	C	CUSTODIAL SUPPLIES-DI	28.04	N
					199-51-6319.20-999-199000					
				DISTRICT WIDE	211595	2008130	C	CUSTODIAL SUPPLIES-DI	33.30	N
					199-51-6319.20-999-199000					
				DISTRICT WIDE	211595	2003874	C	CUSTODIAL SUPPLIES-DI	99.87	N
					199-51-6319.20-999-199000					
				DISTRICT WIDE	211595	2003871	C	CUSTODIAL SUPPLIES-DI	1,091.16	N
					199-51-6319.20-999-199000					
				DISTRICT WIDE	211595	2008175	C	CUSTODIAL SUPPLIES-DI	113.32	N
					199-51-6319.20-999-199000					
				DISTRICT WIDE	211595	2003877	C	CUSTODIAL SUPPLIES-DI	771.93	N
					199-51-6319.20-999-199000					
				N-S HIGH SCHOOL	211587	2000519	C	CUSTODIAL SUPPLIES - H	70.80	N
					199-51-6319.21-001-199000					
				N-S HIGH SCHOOL	211587	2008173	C	CUSTODIAL SUPPLIES - H	70.80	N
					199-51-6319.21-001-199000					
				N-S HIGH SCHOOL	211587	2003876	C	CUSTODIAL SUPPLIES - H	1,128.40	N
					199-51-6319.21-001-199000					
				N-S HIGH SCHOOL	211587	2008178	C	CUSTODIAL SUPPLIES - H	421.71	N
					199-51-6319.21-001-199000					
				NIXON-SMILEY ELE	211589	2008174	C	CUSTODIAL SUPPLIES - E	70.80	N
					199-51-6319.22-101-199000					
				NIXON-SMILEY ELE	211589	2003875	C	CUSTODIAL SUPPLIES - E	356.40	N
					199-51-6319.22-101-199000					
				NIXON-SMILEY ELE	211589	2008180	C	CUSTODIAL SUPPLIES - E	317.75	N
					199-51-6319.22-101-199000					

Date Run: 04-07-2021 9:57 AM
 Cnty Dist: 089-903
 From 03-03-2021 To 04-07-2021
 Accounting Period: A

Y-T-D Check Payments
 NIXON-SMILEY CISD
 Sort by Vendor Number, Check Number, Account Code

Program: FIN1750
 Page: 3 of 23
 File ID: C

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				NIXON-SMILEY ELE	211589	1999191	C	CUSTODIAL SUPPLIES - E	135.80	N
					199-51-6319.22-101-199000					
				NIXON-SMILEY ELE	211589	2008177	C	CUSTODIAL SUPPLIES - E	119.81	N
					199-51-6319.22-101-199000					
				NIXON-SMILEY ELE	211589	2003882	C	CUSTODIAL SUPPLIES - E	122.95	N
					199-51-6319.22-101-199000					
								Check 044677 Total:	6,916.38	
044759	03-26-2021	00129	GULF COAST PAPER C CAFETERIA		211629	2003878	C	GENERAL SUPPLIES	235.06	N
					240-35-6399.00-904-199000					
			CAFETERIA		211630	2003881	C	GENERAL SUPPLIES	521.82	N
					240-35-6399.00-904-199000					
								Check 044759 Total:	756.88	
044807	04-01-2021	00129	GULF COAST PAPER C N-S HIGH SCHOOL		211769	2015430	C	COPY PAPER	439.20	N
					199-11-6399.01-001-111000					
			N-S MIDDLE SCHOO		211769	2015430	C	COPY PAPER	439.20	N
					199-11-6399.01-041-111000					
			NIXON-SMILEY ELE		211769	2015430	C	COPY PAPER	439.20	N
					199-11-6399.01-101-111000					
			N-S MIDDLE SCHOO		211765	2015437	C	CUSTODIAL SUPPLIES - M	739.38	N
					199-51-6319.19-041-199000					
			N-S MIDDLE SCHOO		211765	2015438	C	CUSTODIAL SUPPLIES - M	264.64	N
					199-51-6319.19-041-199000					
			DISTRICT WIDE		211768	2015433	C	CUSTODIAL SUPPLIES - D	303.04	N
					199-51-6319.20-999-199000					
			DISTRICT WIDE		211768	2001697	C	CUSTODIAL SUPPLIES - D	138.12	N
					199-51-6319.20-999-199000					
			DISTRICT WIDE		211768	2015432	C	CUSTODIAL SUPPLIES - D	258.55	N
					199-51-6319.20-999-199000					
			N-S HIGH SCHOOL		211764	2015435	C	CUSTODIAL SUPPLIES - H	1,378.34	N
					199-51-6319.21-001-199000					
			NIXON-SMILEY ELE		211766	2015440	C	CUSTODIAL SUPPLIES - E	327.69	N
					199-51-6319.22-101-199000					
			NIXON-SMILEY ELE		211766	2015434	C	CUSTODIAL SUPPLIES - E	572.75	N
					199-51-6319.22-101-199000					
			CAFETERIA		211782	2015436	C	GENERAL SUPPLIES	385.42	N
					240-35-6399.00-904-199000					
			FISCAL AGENT SSA		211767	2015432	C	CUSTODIAL SUPPLIES - D	87.28	N
					458-51-6319.00-751-128000					
								Check 044807 Total:	5,772.81	
								Vendor 00129 Total:	13,446.07	
044678	03-05-2021	00141	LABATT FOOD SERVIC CAFETERIA		211509	02232185	C	FOOD & NON-FOOD	4,169.65	N
					240-35-6341.00-904-199000					
			CAFETERIA		211545	02250324	C	FOOD & NON-FOOD	2,949.70	N
					240-35-6341.00-904-199000					
			CAFETERIA		211510	02232181	C	FOOD & NON-FOOD	5,528.96	N
					240-35-6341.00-904-199000					
			CAFETERIA		211544	02250322	C	FOOD	1,286.99	N
					240-35-6341.00-904-199000					
			CAFETERIA		211508	02232182	C	FFVP ELEMENTARY	1,041.38	N
					240-35-6341.50-904-199000					
			CAFETERIA		211545	02250324	C	FOOD & NON-FOOD	365.19	N
					240-35-6342.00-904-199000					
			CAFETERIA		211510	02232181	C	FOOD & NON-FOOD	246.71	N
					240-35-6342.00-904-199000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				CAFETERIA	211509	02232185	C	FOOD & NON-FOOD	214.94	N
					240-35-6342.00-904-199000					
								Check 044678 Total:	15,803.52	
044725	03-11-2021	00141	LABATT FOOD SERVIC	CAFETERIA	211593	03023145	C	FOOD	3,566.17	N
					240-35-6341.00-904-199000					
				CAFETERIA	211621	03040783	C	FOOD & NON-FOOD	4,560.62	N
					240-35-6341.00-904-199000					
				CAFETERIA	211620	03040782	C	FOOD & NON-FOOD	1,457.63	N
					240-35-6341.00-904-199000					
				CAFETERIA	211594	03023140	C	FOOD & NON-FOOD	3,843.94	N
					240-35-6341.00-904-199000					
				CAFETERIA	211592	03023142	C	FFVP ELEMENTARY	715.33	N
					240-35-6341.50-904-199000					
				CAFETERIA	211620	03040782	C	FOOD & NON-FOOD	155.10	N
					240-35-6342.00-904-199000					
				CAFETERIA	211594	03023140	C	FOOD & NON-FOOD	338.43	N
					240-35-6342.00-904-199000					
				CAFETERIA	211621	03040783	C	FOOD & NON-FOOD	326.65	N
					240-35-6342.00-904-199000					
				CAFETERIA	211593	03023145	C	FOOD	193.96	N
					240-35-6342.00-904-199000					
								Check 044725 Total:	15,157.83	
044766	03-26-2021	00141	LABATT FOOD SERVIC	NIXON-SMILEY ELE	211553	02250323	C	WATER	42.48	N
					199-11-6399.00-101-111000					
				NIXON-SMILEY ELE	211638	03023141	C	ICE CREAM	149.92	N
					199-11-6499.01-101-199000					
				CAFETERIA	211700	03181214	C	FOOD & NON-FOOD	1,187.02	N
					240-35-6341.00-904-199000					
				CAFETERIA	211694	03181210	C	FOOD	318.38	N
					240-35-6341.00-904-199000					
				CAFETERIA	211676	03090693	C	FOOD & NON-FOOD	4,606.39	N
					240-35-6341.00-904-199000					
				CAFETERIA	211675	03090690	C	FOOD & NON-FOOD	3,791.44	N
					240-35-6341.00-904-199000					
				CAFETERIA	211695	03181212	C	FOOD	592.80	N
					240-35-6341.00-904-199000					
				CAFETERIA	211673	03090692	C	FFVP ELEMENTARY	148.05	N
					240-35-6341.50-904-199000					
				CAFETERIA	211697	03181211	C	FFVP ELEMENTARY	521.65	N
					240-35-6341.50-904-199000					
				CAFETERIA	211696	03181213	C	FFVP ELEMENTARY	168.98	N
					240-35-6341.50-904-199000					
				CAFETERIA	211675	03090690	C	FOOD & NON-FOOD	215.07	N
					240-35-6342.00-904-199000					
				CAFETERIA	211700	03181214	C	FOOD & NON-FOOD	164.71	N
					240-35-6342.00-904-199000					
				CAFETERIA	211676	03090693	C	FOOD & NON-FOOD	234.85	N
					240-35-6342.00-904-199000					
				CAFETERIA	211674	03090691	C	FFVP ELEMENTARY	81.23	N
					240-35-6342.50-904-199000					
								Check 044766 Total:	12,222.97	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
044814	04-01-2021	00141	LABATT FOOD SERVIC	CAFETERIA	211723	03233532	C	FOOD & NON-FOOD	6,194.43	N
				CAFETERIA	240-35-6341.00	904-199000				
				CAFETERIA	211726	03233537	C	FOOD & NON-FOOD	7,432.50	N
				CAFETERIA	240-35-6341.00	904-199000				
				CAFETERIA	211777	03251844	C	FOOD & NON-FOOD	862.77	N
				CAFETERIA	240-35-6341.00	904-199000				
				CAFETERIA	211776	03251845	C	FOOD & NON-FOOD	1,403.94	N
				CAFETERIA	240-35-6341.00	904-199000				
				CAFETERIA	211724	03233534	C	FFVP ELEMENTARY	1,003.26	N
				CAFETERIA	240-35-6341.50	904-199000				
				CAFETERIA	211723	03233532	C	FOOD & NON-FOOD	286.02	N
				CAFETERIA	240-35-6342.00	904-199000				
				CAFETERIA	211776	03251845	C	FOOD & NON-FOOD	189.37	N
				CAFETERIA	240-35-6342.00	904-199000				
				CAFETERIA	211726	03233537	C	FOOD & NON-FOOD	396.47	N
				CAFETERIA	240-35-6342.00	904-199000				
				CAFETERIA	211777	03251844	C	FOOD & NON-FOOD	203.66	N
				CAFETERIA	240-35-6342.00	904-199000				
Check 044814 Total:									17,972.42	
Vendor 00141 Total:									61,156.74	
044785	03-26-2021	00178	ONEOK, INC.	PLANT MAINT. & OP	211702	2/11-3/15/21	C	Gas Bill	3,085.95	N
					199-51-6259.03	905-199000				
044679	03-05-2021	00190	YORKTOWN ATHLETIC	ATHLETICS	211584	TRACK ENTRY	C	Track Meet Entry Fee	150.00	N
				ATHLETICS	199-36-6412.10	860-191000				
				ATHLETICS	211583	TRACK ENTRY	C	Track Meet Entry Fee MS Gi	200.00	N
				ATHLETICS	199-36-6412.18	860-191000				
				ATHLETICS	211582	TRACK ENTRY	C	Track Meet Entry Fee MS	200.00	N
				ATHLETICS	199-36-6412.29	860-191000				
Check 044679 Total:									550.00	
Vendor 00190 Total:									550.00	
044727	03-11-2021	00219	LOWE'S PAY & SAVE I	N-S MIDDLE SCHOO	211644	2103052031114	C	WATER FOR CAMPUSES	25.96	N
					199-11-6399.00	041-111000				
044767	03-26-2021	00219	LOWE'S PAY & SAVE I	CAFETERIA	211631	2103082224434	C	FOOD	20.06	N
					240-35-6341.00	904-199000				
044816	04-01-2021	00219	LOWE'S PAY & SAVE I	CAFETERIA	211788	210329582231	C	FOOD	51.09	N
					240-35-6341.00	904-199000				
Vendor 00219 Total:									97.11	
003877	03-12-2021	00261	CLAIMS ADMN SERVIC	BUSINESS OFFICE	103-02		D	NB SPORTS & SPINE PHY	155.00	N
					753-43-6299.00	750-199000				
003878	03-26-2021	00261	CLAIMS ADMN SERVIC	BUSINESS OFFICE	103-06		D	MEMORIAL HOSPITAL	143.69	N
					753-43-6299.00	750-199000				
003879	04-02-2021	00261	CLAIMS ADMN SERVIC	BUSINESS OFFICE	104-00		D	BLUE CROSS AND BLUE S	91.80	N
					753-43-6299.00	750-199000				
010304	03-16-2021	00261	CLAIMS ADMN SERVIC	BUSINESS OFFICE	103-03		D	PLAN PERIOD 01-02	1.00	N
					753-43-6299.00	750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 02-03	1.00	N
					753-43-6299.00	750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 04-05	1.00	N
					753-43-6299.00	750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 09-10	1.00	N
					753-43-6299.00	750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 11-12	1.00	N
					753-43-6299.00	750-199000				

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				N-S MIDDLE SCHOO	211662	12/LOWES	C	Jello for Nurse	3.05	N
					199-33-6399.00-041-199000					
				NIXON-SMILEY ELE	211662	12/LOWES	C	Jello for Nurse	3.06	N
					199-33-6399.00-101-199000					
				PUPIL TRANSPORT	211378	78/EBAY	C	Bus hard drive replacement	189.44	N
					199-34-6399.00-908-199000					
				PUPIL TRANSPORT	211473	185/OREILLY	C	ADDITIVE FOR BUSES	155.79	N
					199-34-6399.00-908-199000					
				ATHLETICS	211427	78/PAYPAL	C	Online payment platform	90.00	N
					199-36-6399.00-860-191000					
				ATHLETICS	211313	227/ACADEMY	C	bball training equipment	21.62	N
					199-36-6399.02-860-191000					
				ATHLETICS	211719	227/BSN	C	Girls Track Warm-ups	680.63	N
					199-36-6399.10-860-191000					
				N-S HIGH SCHOOL	211024	243/CONCORD	C	ONE ACT PLAY 20-21	125.00	N
					199-36-6399.34-001-199000					
				ATHLETICS	211672	227/MCDONALDS	C	Meals for Golf Team	52.70	N
					199-36-6412.39-860-191000					
				SCHOOL BOARD	211632	12/ESC13	C	Board Register	175.00	N
					199-41-6291.00-702-199000					
				BUSINESS OFFICE	211554	12/USPS	C	Postage	16.25	N
					199-41-6399.02-750-199000					
				PLANT MAINT. & OP	211479	185/RANFT	C	WASHER REPAIR	153.59	N
					199-51-6299.00-905-199000					
				PLANT MAINT. & OP	211486	20/830GLASS	C	WINDOW REPLACEMENT -	556.00	N
					199-51-6319.01-905-199000					
				BUSINESS OFFICE	211516	12/PITNEY	C	Postage Meter Ink	143.62	N
					199-53-6399.00-750-199000					
				BUSINESS OFFICE	211598	12/USPS	C	Postage	54.00	N
					199-53-6399.02-750-199000					
				BUSINESS OFFICE	211633	12/USPS	C	Mail Form 1096 to IRS	4.60	N
					199-53-6399.02-750-199000					
								Check 044741 Total:	5,768.57	
044796	04-01-2021	00826	CARD SERVICE CENT	N-S HIGH SCHOOL	211679	243/LOWES	C	DONUTS & COFFEE	30.25	N
					199-11-6299.76-001-111000					
				N-S HIGH SCHOOL	211679	243/STARBUCKS	C	DONUTS & COFFEE	58.29	N
					199-11-6299.76-001-111000					
				N-S HIGH SCHOOL	211679	243/DONUT	C	DONUTS & COFFEE	27.72	N
					199-11-6299.76-001-111000					
				N-S MIDDLE SCHOO	210066	250/FAMILYDOLLA	C	STUDENT OF THE MONTH	15.00	N
					199-11-6399.00-041-111000					
				N-S MIDDLE SCHOO	210066	250/WALMART	C	STUDENT OF THE MONTH	26.62	N
					199-11-6399.00-041-111000					
				DISTRICT WIDE	211713	235/MILANO	C	DAEP Lunch	135.00	N
					199-11-6399.00-999-111000					
				SPECIAL ED DEPT.	211574	193/USPS	C	Postage	55.00	N
					199-11-6399.07-909-123000					
				SPECIAL ED DEPT.	211574	193/USPS	C	Postage	22.60	N
					199-11-6399.07-909-123000					
				N-S MIDDLE SCHOO	211617	250/HEB	C	TEACHER LUNCHEON	31.26	N
					199-11-6399.76-041-111000					
				N-S MIDDLE SCHOO	211617	250/HEB	C	TEACHER LUNCHEON	108.04	N
					199-11-6399.76-041-111000					
				N-S MIDDLE SCHOO	211368	250/TASSP	C	VIRTUAL SYMPOSIUM RE	139.00	N
					199-13-6411.00-041-130000					

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				BUSINESS OFFICE	103-03		D	PLAN PERIOD 13-14	1.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 08-09	2.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 10-11	3.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 03-04	5.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 14-15	11.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 16-17	20.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 17-18	32.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 15-16	33.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 20-21	33.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 19-20	65.00	N
						753-43-6299.00-750-199000				
				BUSINESS OFFICE	103-03		D	PLAN PERIOD 18-19	129.00	N
						753-43-6299.00-750-199000				
								Check 010304 Total:	339.00	
010305	03-19-2021	00261	CLAIMS ADMN SERVIC	BUSINESS OFFICE	103-05		D	HEALTH E INNOVATIONS	282.00	N
						753-43-6299.00-750-199000				
								Vendor 00261 Total:	1,011.49	
044721	03-11-2021	00295	GRAINGER, INC	PLANT MAINT. & OP	211651	9814895265	C	WATER HEATER ELEMEN	11.54	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211647	9824521109	C	BUILDING SUPPLIES	61.92	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211647	9824302039	C	BUILDING SUPPLIES	288.00	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211647	9823703104	C	BUILDING SUPPLIES	220.80	N
						199-51-6319.01-905-199000				
								Check 044721 Total:	582.26	
044758	03-26-2021	00295	GRAINGER, INC	PLANT MAINT. & OP	211710	9840061684	C	BUILDING SUPPLIES	9.07	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211710	9834944887	C	BUILDING SUPPLIES	13.31	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211710	9843914285	C	BUILDING SUPPLIES	45.35	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211752	9845503466	C	TARP TAPE	44.88	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211710	9831838546	C	BUILDING SUPPLIES	120.03	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211710	9838120591	C	BUILDING SUPPLIES	198.48	N
						199-51-6319.01-905-199000				
								Check 044758 Total:	431.12	
044806	04-01-2021	00295	GRAINGER, INC	PLANT MAINT. & OP	211763	9848831880	C	BUILDING SUPPLIES	74.12	N
						199-51-6319.01-905-199000				
								Vendor 00295 Total:	1,087.50	

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044757	03-26-2021	00390	GONZALES CENTRAL	TAX COST	211739	2ND QUARTER 199-99-6213.00-703-199000	C	2nd Quarter 2021 Budget Sh	67,301.00	N
044823	04-01-2021	00396	SCHULENBURG PRINT	BUSINESS OFFICE	211779	753028 199-41-6399.00-750-199000	C	PRINTER CARTRIDGE	114.99	N
044802	04-01-2021	00494	DYNASTY ENTERPRIS	PLANT MAINT. & OP	211758	49170 199-51-6319.41-905-199000	C	PROPANE FOR SMILEY	1,751.28	N
044680	03-05-2021	00537	GVEC	PLANT MAINT. & OP	211556	1/11-2/10/21 199-51-6259.02-905-199000	C	Electric Bill	85.00	N
044760	03-26-2021	00537	GVEC	PLANT MAINT. & OP	211736	2/10-3/11/21 199-51-6259.02-905-199000	C	Electric Bill	176.00	N
Vendor 00537 Total:									261.00	
044728	03-11-2021	00590	MATHESON TRI-GAS	N-S HIGH SCHOOL	211655	23160539 199-11-6299.70-001-122000	C	CYLINDER RENTAL	362.40	N
044817	04-01-2021	00590	MATHESON TRI-GAS	N-S HIGH SCHOOL	211689	29467008442 199-11-6399.70-001-122000	C	SUPPLIES FOR WELDING	585.67	N
Vendor 00590 Total:									948.07	
044765	03-26-2021	00652	KIMBALL-MIDWEST	PUPIL TRANSPORT	211755	8720574 199-34-6399.00-908-199000	C	TRANSPORTATION SUPPL	1,461.40	N
044636	03-09-2021	00655	DEWITT POTH & SON	N-S HIGH SCHOOL	211463	634026-0 199-11-6396.41-001-111400	D	ORDER RETURNED	-39.99	N
044681	03-05-2021	00655	DEWITT POTH & SON	N-S HIGH SCHOOL	211503	635362-0 199-11-6396.41-001-111400	C	INK FOR PRINTER	101.49	N
044716	03-11-2021	00655	DEWITT POTH & SON	N-S HIGH SCHOOL	211503	635973-0 199-11-6396.41-001-111400	C	INK FOR PRINTER	85.98	N
044745	03-26-2021	00655	DEWITT POTH & SON	NIXON-SMILEY ELE	211023	630858-3 199-11-6399.00-101-111000	C	SUPPLIES	48.38	N
				NIXON-SMILEY ELE	211286	632737-0 199-11-6399.00-101-111000	C	TEACHER SUPPLIES	39.84	N
				NIXON-SMILEY ELE	211519	635972-0 199-11-6399.00-101-111000	C	SUPPLIES	394.54	N
Check 044745 Total:									482.76	
Vendor 00655 Total:									630.24	
005063	04-01-2021	00790	SCHOOL NURSE SUPP	FOUNDATION	210689	0819667 461-36-6399.01-928-199000	C	NSEF GRANT NURSES CO	529.00	N
044682	03-05-2021	00803	SUPER DUPER PUBLIC	NIXON-SMILEY ELE	211388	2596112A 199-11-6398.00-101-123000	C	PO Created by Req: 124092	144.90	N
				SPECIAL ED DEPT.	211388	2596112A 199-11-6399.00-909-123000	C	PO Created by Req: 124092	69.00	N
Check 044682 Total:									213.90	
Vendor 00803 Total:									213.90	
005058	03-26-2021	00826	CARD SERVICE CENT	ELEMENTARY LIBR	211507	136/DG 461-36-6399.00-980-199000	C	DR. SEUSS CELEBRATION	10.78	N
				ELEMENTARY LIBR	211507	136/HEB 461-36-6399.00-980-199000	C	DR. SEUSS CELEBRATION	37.98	N
				FFA	211364	243/LOWES 865-00-2190.00-958-100000	C	MEAL MONEY FOR SA ST	31.06	N
				FFA	211364	243/WHATABURG 865-00-2190.00-958-100000	C	MEAL MONEY FOR SA ST	8.09	N
				FFA	211364	243/BIGLOUS 865-00-2190.00-958-100000	C	MEAL MONEY FOR SA ST	37.67	N

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				FFA	211343	243/EWELL	C	CDE CONTEST - ONLINE P	360.00	N
					865-00-2190.00-958-100000					
								Check 005058 Total:	485.58	
005061	04-01-2021	00826	CARD SERVICE CENT	ELEM SCHOLASTIC	211693	250/SCHOLASTIC	C	MONTHLY BOOK ORDER	26.00	N
					461-36-6399.00-930-199000					
044741	03-26-2021	00826	CARD SERVICE CENT	DISTRICT WIDE	101-04	78/PAYPAL	Y	PAYPAL SUB. MAR - AUG	180.00	N
					199-00-2111.20-000-100000					
				DISTRICT WIDE	211430	78/CARBONITE	C	Admin data back-up	1,119.29	N
					199-11-6299.41-999-111400					
				N-S HIGH SCHOOL	211012	185/HEB	C	STAFF TEAM BUILDING	31.26	N
					199-11-6299.76-001-111000					
				N-S HIGH SCHOOL	211012	185/HEB	C	STAFF TEAM BUILDING	31.26	N
					199-11-6299.76-001-111000					
				N-S HIGH SCHOOL	211012	185/HEB	C	STAFF TEAM BUILDING	98.57	N
					199-11-6299.76-001-111000					
				N-S HIGH SCHOOL	211645	185/LOWES	C	WATER FOR CAMPUSES	25.96	N
					199-11-6399.00-001-111000					
				NIXON-SMILEY ELE	211517	136/QUICKLUTION	C	DOCS ADD-ON	80.00	N
					199-11-6399.00-101-111000					
				NIXON-SMILEY ELE	211180	136/TEACHERSPA	C	DIGITAL LESSON PLAN TE	38.95	N
					199-11-6399.00-101-111000					
				NIXON-SMILEY ELE	210918	136/SOLUTIONTR	C	PLC PROGRESS	39.95	N
					199-11-6399.00-101-111000					
				DISTRICT WIDE	211586	86/FORM	C	District Form Approvals	72.00	N
					199-11-6399.00-999-111000					
				NIXON-SMILEY ELE	211384	136/USPS	C	PO BOX RENEWAL	120.00	N
					199-11-6399.02-101-111000					
				N-S HIGH SCHOOL	101-05		C	PAYPAL	180.00	N
					199-11-6399.41-001-111400					
				N-S HIGH SCHOOL	210897	78/EDPUZZLE	C	Classroom Support Videos	11.50	N
					199-11-6399.41-001-111411					
				N-S HIGH SCHOOL	210897	78/EDPUZZLE	C	Classroom Support Videos	11.50	N
					199-11-6399.41-001-111411					
				N-S MIDDLE SCHOO	211184	78/APPLE	C	Dist equipment	292.99	N
					199-11-6399.41-041-111400					
				NIXON-SMILEY ELE	211256	78/APPLE	C	Data transfer cable	53.04	N
					199-11-6399.41-101-111400					
				DISTRICT WIDE	211184	78/APPLE	C	Dist equipment	208.00	N
					199-11-6399.41-999-111400					
				N-S MIDDLE SCHOO	210147	193/THERA	C	THERAPLATFORM SUBSC	137.00	N
					199-11-6399.43-041-123400					
				N-S MIDDLE SCHOO	210147	193/THERA	C	THERAPLATFORM SUBSC	137.00	N
					199-11-6399.43-041-123400					
				N-S MIDDLE SCHOO	211184	78/APPLE	C	Dist equipment	155.00	N
					199-11-6399.43-041-125400					
				NIXON-SMILEY ELE	210147	193/THERA	C	THERAPLATFORM SUBSC	137.00	N
					199-11-6399.43-101-123400					
				N-S HIGH SCHOOL	211530	243/PEARSON	C	CTE CERTIFICATION	86.83	N
					199-11-6399.75-001-122000					
				NIXON-SMILEY ELE	211392	136/DAYLIGHT	C	TEACHER MORAL BOOST	80.00	N
					199-11-6399.76-101-111000					
				NIXON-SMILEY ELE	211392	136/DOLLARTREE	C	TEACHER MORAL BOOST	14.07	N
					199-11-6399.76-101-111000					
				N-S HIGH SCHOOL	211662	12/LOWES	C	Jello for Nurse	3.05	N
					199-33-6399.00-001-199000					

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				N-S MIDDLE SCHOO	211363	250/TASSP	C	VIRTUAL SYMPOSIUM RE	139.00	N
					199-13-6411.00-041-130000					
				DISTRICT WIDE	211737	12/TASBO	C	TASBO Conference & Cert	1,125.00	N
					199-13-6411.03-999-111000					
				PUPIL TRANSPORT	211750	12/DISCOUNTTIR	C	TIRES FOR BAND TRUCK	839.00	N
					199-34-6318.00-908-199000					
				ATHLETICS	211720	227/HUDL	C	Hudl recording service	1,200.00	N
					199-36-6299.00-860-191000					
				ATHLETICS	211730	250/ANTHEM	C	Basketball Coaches Bags	78.77	N
					199-36-6399.00-860-191000					
				ATHLETICS	211720	227/HUDL	C	Hudl recording service	1,050.00	N
					199-36-6399.75-860-191000					
				ATHLETICS	211748	227/TCN	C	Texas Coach Network	100.00	N
					199-36-6495.99-860-191000					
				PLANT MAINT. & OP	211751	185/TOTALSAFET	C	GAS ALERT SYSTEM	520.00	N
					199-51-6398.00-905-199000					
								Check 044796 Total:	5,700.55	
								Vendor 00826 Total:	11,980.70	
044786	03-26-2021	00896	TUNE IN	NIXON-SMILEY ELE	211297	949095	C	UIL-ART SMART	61.70	N
					199-11-6399.00-101-111000					
044683	03-05-2021	00934	CUERO ISD	ATHLETICS	211566	GOLF ENTRY	C	Golf Entry Fee	40.00	N
					199-36-6412.62-860-191000					
044684	03-05-2021	01052	PITNEY BOWES	N-S MIDDLE SCHOO	211599	3313029611	C	Lease	210.00	N
					199-11-6269.01-041-111000					
044772	03-26-2021	01052	PITNEY BOWES	N-S MIDDLE SCHOO	211741	3311889199	C	MS Lease	210.00	N
					199-11-6269.01-041-111000					
				BUSINESS OFFICE	211738	3313192794	C	Lease	268.77	N
					199-53-6269.02-750-199000					
								Check 044772 Total:	478.77	
								Vendor 01052 Total:	688.77	
044720	03-11-2021	01303	ESC REGION 20	PLANT MAINT. & OP	211659	337653	C	FIBER	1,200.00	N
					199-51-6239.05-905-199000					
044738	03-26-2021	01312	ALAMO LUMBER	PLANT MAINT. & OP	211756	2103814907	C	BUILDING SUPPLIES	49.05	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103796865	C	BUILDING SUPPLIES	15.47	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103785449	C	BUILDING SUPPLIES	6.49	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103785560	C	BUILDING SUPPLIES	7.49	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103792650	C	BUILDING SUPPLIES	50.96	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103790599	C	BUILDING SUPPLIES	68.97	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103818971	C	BUILDING SUPPLIES	34.98	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103818725	C	BUILDING SUPPLIES	49.98	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103796962	C	BUILDING SUPPLIES	10.99	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211756	2103807918	C	BUILDING SUPPLIES	14.99	N
					199-51-6319.01-905-199000					
								Check 044738 Total:	309.37	

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044790	04-01-2021	01312	ALAMO LUMBER	PLANT MAINT. & OP	211829	2103840428	C	BUILDING SUPPLIES	33.00	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103857664	C	BUILDING SUPPLIES	23.10	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103834335	C	BUILDING SUPPLIES	47.42	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103836348	C	BUILDING SUPPLIES	14.48	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103843696	C	BUILDING SUPPLIES	17.48	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103862628	C	BUILDING SUPPLIES	3.49	N
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				PLANT MAINT. & OP	211829	2103832883	C	BUILDING SUPPLIES	5.49	N
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				PLANT MAINT. & OP	211829	2103862821	C	BUILDING SUPPLIES	12.49	N
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				PLANT MAINT. & OP	211829	2103861121	C	BUILDING SUPPLIES	24.78	N
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				PLANT MAINT. & OP	211829	2103836186	C	BUILDING SUPPLIES	82.80	N
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				PLANT MAINT. & OP	211829	2103882110	C	BUILDING SUPPLIES	64.97	N
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				PLANT MAINT. & OP	211829	2102756625	C	BUILDING SUPPLIES	10.98	N
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				PLANT MAINT. & OP	211829	2103821906	C	BUILDING SUPPLIES	13.98	N
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				PLANT MAINT. & OP	211829	2103833647	C	BUILDING SUPPLIES	39.98	N
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				PLANT MAINT. & OP	211829	2103860695	C	BUILDING SUPPLIES	56.98	N
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				PLANT MAINT. & OP	211829	2103831571	C	BUILDING SUPPLIES	2.99	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103839931	C	BUILDING SUPPLIES	6.99	N
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Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				PLANT MAINT. & OP	211829	2103836468	C	BUILDING SUPPLIES	9.99	N
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				PLANT MAINT. & OP	211829	2103867850	C	BUILDING SUPPLIES	21.99	N
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				PLANT MAINT. & OP	211829	2103853419	C	BUILDING SUPPLIES	31.99	N
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				PLANT MAINT. & OP	211829	2103838098	C	BUILDING SUPPLIES	155.14	N
						199-51-6319.01-905-199000				
				PLANT MAINT. & OP	211829	2103855437	C	BUILDING SUPPLIES	206.60	N
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044726	03-11-2021	01349	SARAH LOER	DISTRICT WIDE	103-04	DECEMBER	C	MILEAGE REIMBURSEME	79.23	N
						199-52-6411.01-999-199000				
044724	03-11-2021	01378	JONES SCHOOL SUPP	N-S HIGH SCHOOL	211426	1787259	C	REORDER CUSTOM FOLD	627.38	N
						199-11-6499.00-001-111000				
044685	03-05-2021	01407	RANDOLPH HIGH SCH	ATHLETICS	211565	GOLF ENTRY	C	Tournament Entry Fee	300.00	N
						199-36-6412.39-860-191000				
044776	03-26-2021	01407	RANDOLPH HIGH SCH	ATHLETICS	211721	B TRACK ENTRY	C	Boys Track	175.00	N
						199-36-6412.15-860-191000				
								Vendor 01407 Total:	475.00	
044673	03-03-2021	04153	UIL MUSIC REGION 12	BAND	211552	3/3/21	C	ENTRY FEES FOR UIL	400.00	N
						199-36-6412.30-852-111000				
044686	03-05-2021	04282	WHATABURGER, INC.	ATHLETICS	211557	1315202	C	GIRLS BB MEALS	106.62	N
						199-36-6412.03-860-191000				
044754	03-26-2021	04379	FLORESVILLE ISD	ATHLETICS	211749	GBB PLAYOFF	C	GIRLS BASKETBALL PLAY	868.32	N
						199-36-6299.02-860-191000				
044749	03-26-2021	04391	EICHELBAUM WARDEL	SUPERINTENDENT'	211742	71268	C	Legal Fees	118.00	N
						199-41-6211.00-701-199000				
				SUPERINTENDENT'	211742	70757	C	Legal Fees	943.50	N
						199-41-6211.00-701-199000				
								Check 044749 Total:	1,061.50	
								Vendor 04391 Total:	1,061.50	
044719	03-11-2021	04758	EDMENTUM	N-S MIDDLE SCHOO	211560	144157-2	C	Progress monitoring assess	910.75	N
						199-11-6399.46-041-111400				
				NIXON-SMILEY ELE	211560	144157-2	C	Progress monitoring assess	910.75	N
						199-11-6399.46-101-111400				
								Check 044719 Total:	1,821.50	
044803	04-01-2021	04758	EDMENTUM	N-S HIGH SCHOOL	211618	INV155659	C	CCR Testing Tutorials 10 se	305.00	N
						199-11-6399.41-001-122400				
								Vendor 04758 Total:	2,126.50	
044824	04-01-2021	04764	THERAPY LINKS, INC.	N-S MIDDLE SCHOO	211772	JANUARY	C	Jan 2021 Invoice	200.00	N
						199-11-6299.01-041-123000				
				NIXON-SMILEY ELE	211772	JANUARY	C	Jan 2021 Invoice	3,221.18	N
						199-11-6299.01-101-123000				
								Check 044824 Total:	3,421.18	
								Vendor 04764 Total:	3,421.18	

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044619	03-03-2021	04816	KELLER MATERIAL, LT	ATHLETICS	211451	00274167	D	DUPLICATE PAYMENT	-896.62	N
					199-36-6319.00-860-191000					
044687	03-05-2021	05116	BRANNON GLENN GLA PUPIL TRANSPORT		211604	77388	C	BUS 32 REPAIR	3,653.21	N
					199-34-6249.00-908-123000					
044774	03-26-2021	05126	PRUFROCK PRESS, IN	NIXON-SMILEY ELE	211465	402785	C	GT TESTING	484.00	N
					199-11-6399.00-101-121000					
044800	04-01-2021	05212	DAKTRONICS INC.	PLANT MAINT. & OP	210412	6920632	C	MARQUEE REPAIR	765.00	N
					199-51-6299.00-905-199000					
044775	03-26-2021	05445	RANDOLPH FIELD ISD	ATHLETICS	211718	G TRACK ENTRY	C	Varsity Girls Track Entry Fee	175.00	N
					199-36-6412.10-860-191000					
044688	03-05-2021	05682	JESUS T GARCIA JR	ATHLETICS	211581	SB 3/2/21	C	Softball Official 3/2	105.00	N
					199-36-6299.04-860-191000					
044764	03-26-2021	05751	JW PEPPER	BAND	210665	363166790	C	OPEN PO FOR MUSIC PUR	31.98	N
					199-11-6399.30-852-111000					
				BAND	210665	363252389	C	OPEN PO FOR MUSIC PUR	46.99	N
					199-11-6399.30-852-111000					
				BAND	210665	363252693	C	OPEN PO FOR MUSIC PUR	108.97	N
					199-11-6399.30-852-111000					
								Check 044764 Total:	187.94	
								Vendor 05751 Total:	187.94	
044715	03-11-2021	05805	ANDY'S AUTO AIR & S	PUPIL TRANSPORT	211657	403283	C	BUS COMPRESSOR	346.93	N
					199-34-6318.00-908-199000					
044689	03-05-2021	05819	N-S CISD ATHLETIC B	ATHLETICS	211567	BASEBALL	C	Baseball Team Shirts	355.00	N
					199-36-6399.01-860-191000					
044734	03-11-2021	05853	STANFORD VACUUM S	CAFETERIA	211656	247581	C	GREASE TRAP	925.00	N
					240-35-6249.00-904-199000					
				CAFETERIA	211597	247581	C	GREASE TRAP/SMILEY	925.00	N
					240-35-6249.00-904-199000					
								Check 044734 Total:	1,850.00	
								Vendor 05853 Total:	1,850.00	
044735	03-11-2021	06090	TFS LEASING A PROG	N-S HIGH SCHOOL	211649	71651454	C	COPIER LEASE	1,629.70	N
					199-11-6269.00-001-111000					
				N-S MIDDLE SCHOO	211649	71651454	C	COPIER LEASE	1,629.70	N
					199-11-6269.00-041-111000					
				NIXON-SMILEY ELE	211649	71651454	C	COPIER LEASE	1,629.71	N
					199-11-6269.00-101-111000					
								Check 044735 Total:	4,889.11	
								Vendor 06090 Total:	4,889.11	
044793	04-01-2021	06112	AT&T MOBILITY LLC	DISTRICT WIDE	211263	17521488	C	Emergency Admin Hot Spots	161.07	N
					199-51-6259.40-999-199000					
				DISTRICT WIDE	211263	17391153	C	Emergency Admin Hot Spots	152.35	N
					199-51-6259.40-999-199000					
				DISTRICT WIDE	211263	17652409	C	Emergency Admin Hot Spots	154.36	N
					199-51-6259.40-999-199000					
								Check 044793 Total:	467.78	
								Vendor 06112 Total:	467.78	
044731	03-11-2021	06329	RIDDELL ALL AMERICA	ATHLETICS	210702	951303191	C	FB Reconditioning Equipme	2,000.00	N
					199-36-6294.00-860-191000					
				ATHLETICS	210705	951300742	C	FB Reconditioning Equipme	1,054.54	N
					199-36-6294.25-860-191000					

Date Run: 04-07-2021 9:57 AM
 Cnty Dist: 089-903
 From 03-03-2021 To 04-07-2021
 Accounting Period: A

Y-T-D Check Payments
 NIXON-SMILEY CISD
 Sort by Vendor Number, Check Number, Account Code

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Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				ATHLETICS	210702	951300742	C	FB Reconditioning Equipme	5.00	N
					199-36-6399.25-860-191000					
				ATHLETICS	210702	951298390	C	FB Reconditioning Equipme	198.00	N
					199-36-6399.25-860-191000					
				ATHLETICS	210702	951303191	C	FB Reconditioning Equipme	368.73	N
					199-36-6399.25-860-191000					
								Check 044731 Total:	3,626.27	
								Vendor 06329 Total:	3,626.27	
044732	03-11-2021	06545	RUSH BUS CENTERS	PUPIL TRANSPORT	211540	3022481796	C	BUS REPAIR PARTS	29.90	N
					199-34-6318.00-908-199000					
044821	04-01-2021	06545	RUSH BUS CENTERS	PUPIL TRANSPORT	211791	3022496791	C	BUS REPAIR SERVICE	406.00	N
					199-34-6249.00-908-199000					
				PUPIL TRANSPORT	211791	3022496792	C	BUS REPAIR SERVICE	351.00	N
					199-34-6249.00-908-199000					
				PUPIL TRANSPORT	211791	3021985323	C	BUS REPAIR SERVICE	312.50	N
					199-34-6249.00-908-199000					
				PUPIL TRANSPORT	211761	3022397959	C	BUS REPAIR PARTS	97.90	N
					199-34-6318.00-908-199000					
								Check 044821 Total:	1,167.40	
								Vendor 06545 Total:	1,197.30	
044781	03-26-2021	06555	SOUTHERN TIRE MAR	PUPIL TRANSPORT	211757	4710098402	C	BUS TIRES	748.78	N
					199-34-6318.00-908-199000					
044820	04-01-2021	06597	AMERICA,S NATIONWI	ATHLETICS	211819	2959RS	C	BASEBALL BACKSTOP NE	3,500.00	N
					199-36-6398.00-860-191000					
044737	03-11-2021	06654	VILLASENOR TIRE SH	PUPIL TRANSPORT	211641	1451	C	TIRE REPLACEMENT	190.00	N
					199-34-6249.00-908-199000					
044777	03-26-2021	06684	CHRISTOPHER RASCH	ATHLETICS	211665	BB 3/9/21	C	Baseball Official	170.00	N
					199-36-6299.43-860-191000					
044690	03-05-2021	06732	POTH ATHLETIC BOOS	ATHLETICS	211590	TRACK ENTRY	C	Track Meet	150.00	N
					199-36-6412.10-860-191000					
				ATHLETICS	211590	TRACK ENTRY	C	Track Meet	150.00	N
					199-36-6412.15-860-191000					
								Check 044690 Total:	300.00	
								Vendor 06732 Total:	300.00	
044730	03-11-2021	06796	PITNEY BOWES	N-S HIGH SCHOOL	211623	19865401	C	Postage	41.86	N
					199-11-6399.02-001-111000					
				N-S MIDDLE SCHOO	211623	19865401	C	Postage	10.00	N
					199-11-6399.04-041-111000					
				N-S HIGH SCHOOL	211623	19865401	C	Postage	39.86	N
					199-11-6399.07-001-123000					
				N-S MIDDLE SCHOO	211623	19865401	C	Postage	39.88	N
					199-11-6399.07-041-123000					
				NIXON-SMILEY ELE	211623	19865401	C	Postage	39.88	N
					199-11-6399.07-101-123000					
				SPECIAL ED DEPT.	211623	19865401	C	Postage	39.88	N
					199-11-6399.07-909-123000					
				ATHLETICS	211623	19865401	C	Postage	1.00	N
					199-36-6399.50-860-191000					
				BUSINESS OFFICE	211623	19865401	C	Postage	341.71	N
					199-53-6399.02-750-199000					
				FISCAL AGENT SSA	211623	19865401	C	Postage	3.49	N
					458-11-6399.00-751-128000					

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								Check 044730 Total:	557.56	
								Vendor 06796 Total:	557.56	
044691	03-05-2021	06873	IRVIN RUSSELL	ATHLETICS	211580	BB 3/2/21 199-36-6299.43-860-191000	C	Bball Official 3/2 Pleasanton	170.00	N
044779	03-26-2021	06873	IRVIN RUSSELL	ATHLETICS	211668	BB 3/5/21 199-36-6299.60-860-191000	C	Baseball Official	255.00	N
								Vendor 06873 Total:	425.00	
044815	04-01-2021	06891	LEAD4WARD, LLC	N-S HIGH SCHOOL	211770	21T2T8701900 255-13-6499.00-001-124000	C	Teacher Induction TOT Train	500.00	N
				N-S HIGH SCHOOL	211770	21T2T8703340 255-13-6499.00-001-124000	C	Teacher Induction TOT Train	166.66	N
				N-S MIDDLE SCHOO	211770	21T2T8703356 255-13-6499.00-041-124000	C	Teacher Induction TOT Train	333.33	N
				N-S MIDDLE SCHOO	211770	21T2T8703340 255-13-6499.00-041-124000	C	Teacher Induction TOT Train	333.34	N
				NIXON-SMILEY ELE	211770	21T2T8701688 255-13-6499.00-101-124000	C	Teacher Induction TOT Train	500.00	N
				NIXON-SMILEY ELE	211770	21T2T8703356 255-13-6499.00-101-124000	C	Teacher Induction TOT Train	166.67	N
								Check 044815 Total:	2,000.00	
								Vendor 06891 Total:	2,000.00	
044805	04-01-2021	06904	GARY GILBERT	ATHLETICS	211809	3/29/21 199-36-6299.04-860-191000	C	Softball Official 3/29/21	105.00	N
044692	03-05-2021	06986	AMY LITTLETON	NIXON-SMILEY ELE	211585	3321 211-13-6299.60-101-030000	C	Math Teacher Support	1,000.00	N
044729	03-11-2021	07038	THIRD COAST DISTRIB PUPIL TRANSPORT		211654	158734 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	15.18	N
			PUPIL TRANSPORT		211654	158737 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	119.96	N
								Check 044729 Total:	135.14	
044770	03-26-2021	07038	THIRD COAST DISTRIB PUPIL TRANSPORT		211711	159490 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	67.06	N
			PUPIL TRANSPORT		211711	159784 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	10.47	N
			PUPIL TRANSPORT		211711	159132 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	41.52	N
			PUPIL TRANSPORT		211711	158528 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	84.78	N
			PUPIL TRANSPORT		211711	159545 199-34-6318.00-908-199000	C	VEHICLE REPAIR PARTS	25.96	N
								Check 044770 Total:	229.79	
044819	04-01-2021	07038	THIRD COAST DISTRIB PUPIL TRANSPORT		211781	155122 199-34-6318.00-908-199000	C	BUS REPAIRS	15.02	N
			PUPIL TRANSPORT		211784	159265 199-34-6318.00-908-199000	C	BUS REPAIR PARTS	5.18	N
			PUPIL TRANSPORT		211781	158182 199-34-6318.00-908-199000	C	BUS REPAIRS	34.20	N
			PUPIL TRANSPORT		211784	160211 199-34-6318.00-908-199000	C	BUS REPAIR PARTS	22.28	N
			PUPIL TRANSPORT		211781	157675 199-34-6318.00-908-199000	C	BUS REPAIRS	19.38	N
			PUPIL TRANSPORT		211784	160334 199-34-6318.00-908-199000	C	BUS REPAIR PARTS	2.49	N

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				PUPIL TRANSPORT	211781	158181	C	BUS REPAIRS	36.51	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211781	158320	C	BUS REPAIRS	7.56	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211781	157258	C	BUS REPAIRS	4.81	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211814	160640	C	VEHICLE REPAIR PARTS	7.98	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211784	160078	C	BUS REPAIR PARTS	47.98	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211784	160332	C	BUS REPAIR PARTS	181.06	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211781	158672	C	BUS REPAIRS	169.56	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211814	160627	C	VEHICLE REPAIR PARTS	116.98	N
					199-34-6318.00-908-199000					
								Check 044819 Total:	670.99	
								Vendor 07038 Total:	1,035.92	
044742	03-26-2021	07068	CENTRAL TEXAS FOO	CAFETERIA	211661	A044475-1	C	COMM/03/2021	309.76	N
					240-35-6344.01-904-199000					
044736	03-11-2021	07140	VALERO	PUPIL TRANSPORT	211622	70654325	C	FUEL FOR VEHICLES	74.24	N
					199-34-6311.00-908-199000					
044693	03-05-2021	07328	HIGH SCHOOL MUSIC	BAND	211502	1262941	C	NEW EUPHONIUMS FOR	3,994.00	N
					199-11-6398.75-852-111000					
044810	04-01-2021	07328	HIGH SCHOOL MUSIC	BAND	210383	91533	C	OPEN PO SUPPLY PURCH	165.66	N
					199-11-6399.30-852-111000					
								Vendor 07328 Total:	4,159.66	
044723	03-11-2021	07526	IRON MOUNTAIN	DISTRICT WIDE	211626	DKRK806	C	Data Storage & Mo Service	1,172.07	N
					199-53-6299.00-999-199000					
044812	04-01-2021	07526	IRON MOUNTAIN	DISTRICT WIDE	211778	DHXP893	C	Data Storage & Mo Service	1,258.75	N
					199-53-6299.00-999-199000					
								Vendor 07526 Total:	2,430.82	
044799	04-01-2021	07541	GREAT SOUTH TEXAS	N-S HIGH SCHOOL	210994	410407	C	Look at Nixon Camera Serve	205.00	N
					199-11-6299.41-001-111400					
044778	03-26-2021	07655	ROBERT REDDING	ATHLETICS	211669	BB 3/5/21	C	Baseball Official	255.00	N
					199-36-6299.60-860-191000					
044694	03-05-2021	07732	DOGGETT FREIGHTLI	PUPIL TRANSPORT	211603	X101665563:01	C	BUS REPAIR PARTS	60.59	N
					199-34-6318.00-908-123000					
				PUPIL TRANSPORT	211603	X101677987:01	C	BUS REPAIR PARTS	85.25	N
					199-34-6318.00-908-199000					
				PUPIL TRANSPORT	211603	X101631135:01	C	BUS REPAIR PARTS	133.00	N
					199-34-6318.00-908-199000					
								Check 044694 Total:	278.84	
044717	03-11-2021	07732	DOGGETT FREIGHTLI	PUPIL TRANSPORT	211658	X101675734:02	C	BUS REPAIR PARTS	380.50	N
					199-34-6318.00-908-199000					
044801	04-01-2021	07732	DOGGETT FREIGHTLI	PUPIL TRANSPORT	211762	X101687810:01	C	BUS REPAIR PARTS	821.62	N
					199-34-6318.00-908-199000					
								Vendor 07732 Total:	1,480.96	

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044755	03-26-2021	07820	FOLLETT SCHOOL SO	NIXON-SMILEY ELE	211405	772763F 199-12-6329.00-101-199000	C	BOOKS	169.78	N
044695	03-05-2021	07823	THE FLOWER TUB	N-S HIGH SCHOOL	211399	COUNSELOR 199-11-6399.00-001-111000	C	FLOWERS	50.00	N
				ATHLETICS	211616	CARNATIONS 199-36-6299.01-860-191000	C	Parent Night Flowers	38.50	N
Check 044695 Total:									88.50	
Vendor 07823 Total:									88.50	
044768	03-26-2021	07958	CHARLES MARQUARD	ATHLETICS	211717	BB 3/19/21 199-36-6299.43-860-191000	C	Baseball Official 3-19-21	170.00	N
044696	03-05-2021	07982	UNIFIRST HOLDINGS, I	PLANT MAINT. & OP	211600	8213570000 199-51-6299.00-905-199000	C	Uniforms & Mats	20.00	N
				PLANT MAINT. & OP	211600	8213570002 199-51-6299.00-905-199000	C	Uniforms & Mats	157.63	N
				PLANT MAINT. & OP	211600	8213570000 199-51-6299.02-905-199000	C	Uniforms & Mats	193.85	N
				CAFETERIA	211600	8213570002 240-35-6299.02-904-199000	C	Uniforms & Mats	55.19	N
				CAFETERIA	211600	8213570001 240-35-6299.02-904-199000	C	Uniforms & Mats	79.88	N
				FISCAL AGENT SSA	211600	8213570054 458-51-6291.01-751-128000	C	Uniforms & Mats	45.96	N
Check 044696 Total:									552.51	
044787	03-26-2021	07982	UNIFIRST HOLDINGS, I	PLANT MAINT. & OP	211735	8213575115 199-51-6299.00-905-199000	C	Uniforms & Mats	20.00	N
				PLANT MAINT. & OP	211683	8213572551 199-51-6299.00-905-199000	C	Uniforms & Mats	133.14	N
				PLANT MAINT. & OP	211732	8213577655 199-51-6299.00-905-199000	C	Uniforms & Mats	133.14	N
				PLANT MAINT. & OP	211683	8213572549 199-51-6299.00-905-199000	C	Uniforms & Mats	387.35	N
				PLANT MAINT. & OP	211732	8213577653 199-51-6299.00-905-199000	C	Uniforms & Mats	387.35	N
				PLANT MAINT. & OP	211735	8213575117 199-51-6299.00-905-199000	C	Uniforms & Mats	157.63	N
				PLANT MAINT. & OP	211683	8213572549 199-51-6299.02-905-199000	C	Uniforms & Mats	214.85	N
				PLANT MAINT. & OP	211732	8213577653 199-51-6299.02-905-199000	C	Uniforms & Mats	214.85	N
				PLANT MAINT. & OP	211735	8213575115 199-51-6299.02-905-199000	C	Uniforms & Mats	193.85	N
				CAFETERIA	211735	8213575117 240-35-6299.02-904-199000	C	Uniforms & Mats	55.19	N
				CAFETERIA	211683	8213572552 240-35-6299.02-904-199000	C	Uniforms & Mats	56.38	N
				CAFETERIA	211732	8213577656 240-35-6299.02-904-199000	C	Uniforms & Mats	56.38	N
				CAFETERIA	211683	8213572550 240-35-6299.02-904-199000	C	Uniforms & Mats	79.88	N
				CAFETERIA	211732	8213577654 240-35-6299.02-904-199000	C	Uniforms & Mats	79.88	N
				CAFETERIA	211735	8213575116 240-35-6299.02-904-199000	C	Uniforms & Mats	79.88	N
Check 044787 Total:									2,249.75	

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								Vendor 07982 Total:	2,802.26	
044782	03-26-2021	08009	DS SERVICES OF AME	N-S MIDDLE SCHOO	211663	14203379022821 199-11-6399.00-041-111000	C	Monthly Cooler & Water Cha	32.84	N
				SPECIAL ED DEPT.	211663	14203379022821 199-31-6399.00-909-123000	C	Monthly Cooler & Water Cha	32.84	N
				PUPIL TRANSPORT	211663	14203379022821 199-34-6399.00-908-199000	C	Monthly Cooler & Water Cha	32.83	N
				DAY CARE	211663	14203379022821 199-61-6399.00-800-199000	C	Monthly Cooler & Water Cha	32.84	N
								Check 044782 Total:	131.35	
								Vendor 08009 Total:	131.35	
044788	03-26-2021	08060	RAUL URRABAZO	ATHLETICS	211667	3/4/21 199-36-6299.60-860-191000	C	Baseball Official	255.00	N
044697	03-05-2021	08179	DOGISTICS SERVICES	N-S HIGH SCHOOL	211602	2340 199-52-6299.05-001-199000	C	DRUG SEARCH SERVICE	270.00	N
005059	03-26-2021	08218	SSR	HIGH SCHOOL DRIL	210993	449348 865-00-2190.00-979-100000	C	LETTER JACKETS	90.00	N
044784	03-26-2021	08218	SSR	ATHLETICS	210993	449348 199-36-6299.01-860-191000	C	LETTER JACKETS	720.00	N
				BAND	210993	449348 199-36-6412.30-852-111000	C	LETTER JACKETS	225.00	N
								Check 044784 Total:	945.00	
								Vendor 08218 Total:	1,035.00	
044746	03-26-2021	08251	DOCUMATION, INC.	N-S HIGH SCHOOL	211652	794267 199-11-6269.00-001-111000	C	DOCUMATION OVERAGE	1,176.26	N
				N-S MIDDLE SCHOO	211652	794267 199-11-6269.00-041-111000	C	DOCUMATION OVERAGE	1,176.26	N
				NIXON-SMILEY ELE	211652	794267 199-11-6269.00-101-111000	C	DOCUMATION OVERAGE	1,176.26	N
								Check 044746 Total:	3,528.78	
								Vendor 08251 Total:	3,528.78	
044739	03-26-2021	08305	MARIO ALONZO	ATHLETICS	211666	BB 3/4/21 199-36-6299.60-860-191000	C	Baseball Official	255.00	N
044750	03-26-2021	08307	ETC LITE, LLC	DISTRICT WIDE	211550	L20838 199-53-6299.02-999-199000	C	Code Determination & Cons	219.45	N
				DISTRICT WIDE	211729	L20587 199-53-6299.02-999-199000	C	1095 Forms	612.50	N
								Check 044750 Total:	831.95	
								Vendor 08307 Total:	831.95	
044698	03-05-2021	08328	FRONTIER COMMUNIC	PLANT MAINT. & OP	211601	2/22/21 199-51-6259.01-905-199000	C	PHONE BILL	1,208.38	N
044804	04-01-2021	08328	FRONTIER COMMUNIC	PLANT MAINT. & OP	211817	3/22/21 199-51-6259.01-905-199000	C	PHONE BILL	1,229.21	N
								Vendor 08328 Total:	2,437.59	
044699	03-05-2021	08422	TRANSLATE SOLUTIO	SPECIAL ED DEPT.	211468	TS1350 199-11-6299.06-909-123000	C	1 TRANSLATED ARD INV:	425.80	N
044825	04-01-2021	08422	TRANSLATE SOLUTIO	SPECIAL ED DEPT.	211774	TS1359 199-11-6299.06-909-123000	C	Inv TS1359	871.80	N
								Vendor 08422 Total:	1,297.60	

Date Run: 04-07-2021 9:57 AM
 Cnty Dist: 089-903
 From 03-03-2021 To 04-07-2021
 Accounting Period: A

Y-T-D Check Payments
 NIXON-SMILEY CISD
 Sort by Vendor Number, Check Number, Account Code

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Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
044792	04-01-2021	08456	APPTGY	N-S HIGH SCHOOL	211691	04548	C	Website Host/Emergency AI	2,189.33	N
					199-11-6399.44-001-111400					
				N-S MIDDLE SCHOO	211691	04548	C	Website Host/Emergency AI	2,189.34	N
					199-11-6399.44-041-111400					
				NIXON-SMILEY ELE	211691	04548	C	Website Host/Emergency AI	2,189.33	N
					199-11-6399.44-101-111400					
Check 044792 Total:									6,568.00	
Vendor 08456 Total:									6,568.00	
044740	03-26-2021	08512	MICHAEL BERRYMAN	ATHLETICS	211746	BB 3/25/21	C	Baseball Official	105.00	N
					199-36-6299.43-860-191000					
044700	03-05-2021	08522	ANGELA UPSHAW	EXTRA-CURRICULA	211523	22521	C	DRILL TEAM TRYOUT ROU	350.00	N
					199-36-6299.06-861-191000					
044701	03-05-2021	08728	Shadrock David	ATHLETICS	211577	SB 2/23/21	C	Softball Official 2/23 Poth	105.00	N
					199-36-6299.04-860-191000					
044813	04-01-2021	08757	KYRISH TRUCK CENTE	PUPIL TRANSPORT	211760	201175122:01	C	BUS TRANSMISSION	2,836.18	N
					199-34-6318.00-908-199000					
044761	03-26-2021	08897	HI-TECH PEST SERVIC	PLANT MAINT. & OP	211692	DAYCARE	C	PEST CONTROL	50.00	N
					199-51-6299.00-905-199000					
				PLANT MAINT. & OP	211692	NIXON CAFE	C	PEST CONTROL	95.00	N
					199-51-6299.00-905-199000					
				PLANT MAINT. & OP	211692	SMILEY CAFE	C	PEST CONTROL	95.00	N
					199-51-6299.00-905-199000					
Check 044761 Total:									240.00	
Vendor 08897 Total:									240.00	
044713	03-11-2021	09028	ACME SAFE & LOCK C	PLANT MAINT. & OP	211640	60462	C	KEYS FOR HS/CENTRAL O	69.00	N
					199-51-6319.01-905-199000					
044798	04-01-2021	09038	CLASS COMPOSER	NIXON-SMILEY ELE	211725	1342	C	Data Housing Program	699.00	N
					199-11-6399.48-101-111400					
005060	04-01-2021	09087	AMAZON CAPITAL SER	FOUNDATION	210585	1KKJ-QXJJ-KQVT	C	NSEF GRANT - FIRST GRA	43.96	N
					461-36-6399.01-928-199000					
				FOUNDATION	210577	13VC-9CDW-X3G9	C	NS EDU GRANT - APPROV	792.14	N
					461-36-6399.01-928-199000					
				FOUNDATION	210585	1WKR-CFMW-	C	NSEF GRANT - FIRST GRA	877.26	N
					461-36-6399.01-928-199000					
				FOUNDATION	210605	1C61-PCJ9-XXX4	C	EDUCATION FOUNDATION	1,440.29	N
					461-36-6399.01-928-199000					
				FOUNDATION	210585	1M31-J37X-DQYW	C	NSEF GRANT - FIRST GRA	198.31	N
					461-36-6399.01-928-199000					
				FOUNDATION	210585	1G9H-PPTD-QRHT	C	NSEF GRANT - FIRST GRA	311.70	N
					461-36-6399.01-928-199000					
Check 005060 Total:									3,663.66	
044702	03-05-2021	09087	AMAZON CAPITAL SER	DISTRICT WIDE	211319	1LFL-YC9D-7PDR	C	Cabinet and cables ties	141.10	N
					199-11-6399.41-999-111400					
				DISTRICT WIDE	211255	1VVQ-DDJC-DR1G	C	HR Office equipment	254.95	N
					199-11-6399.41-999-111400					
Check 044702 Total:									396.05	
044714	03-11-2021	09087	AMAZON CAPITAL SER	N-S HIGH SCHOOL	211462	1GY3-PHPT-4467	C	LAMINATING SUPPLIES	66.42	N
					199-11-6399.00-001-111000					
				N-S HIGH SCHOOL	210995	1RY4-QXWR-	C	HS OFFICE SUPPLIES	42.95	N
					199-11-6399.00-001-111000					
				N-S HIGH SCHOOL	211462	1GY3-PHPT-4467	C	LAMINATING SUPPLIES	66.42	N
					199-12-6329.00-001-199000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				PLANT MAINT. & OP	211650	1KDW-J7L3-9QVY	C	BUILDING SUPPLIES	46.04	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211648	17L6-QRHL-D96Y	C	SOLAR LIGHTS	79.98	N
					199-51-6319.01-905-199000					
				PLANT MAINT. & OP	211650	1C4F-XP74-9G77	C	BUILDING SUPPLIES	78.99	N
					199-51-6319.01-905-199000					
								Check 044714 Total:	380.80	
044791	04-01-2021	09087	AMAZON CAPITAL SER N-S MIDDLE SCHOO		211571	1Q61-3J9N-NKJR	C	Instructional Materials-MS	56.48	N
					199-11-6399.00-041-123000					
				NIXON-SMILEY ELE	211637	1MPK-Q6LR-RCGL	C	KINDER SUPPLIES	76.77	N
					199-11-6399.00-101-111000					
				N-S HIGH SCHOOL	211677	1TFY-XDVJ-XV1L	C	Misc Supplies	45.00	N
					199-11-6399.41-001-111400					
				N-S HIGH SCHOOL	211500	1X1C-R1LY0TXJR	C	Misc repair supplies	20.98	N
					199-11-6399.41-001-111400					
				N-S HIGH SCHOOL	211500	1WVT-PVJV-7HTD	C	Misc repair supplies	39.99	N
					199-11-6399.41-001-111400					
				N-S HIGH SCHOOL	211251	1XV9-NL6K649V	C	Adapters, replacement cable	118.01	N
					199-11-6399.41-001-111400					
				N-S HIGH SCHOOL	211500	1C4F-XP74-R7LJ	C	Misc repair supplies	104.03	N
					199-11-6399.41-001-111400					
				N-S MIDDLE SCHOO	211677	1TFY-XDVJ-XV1L	C	Misc Supplies	45.00	N
					199-11-6399.41-041-111400					
				N-S MIDDLE SCHOO	211251	1XV9-NL6K649V	C	Adapters, replacement cable	50.00	N
					199-11-6399.41-041-111400					
				N-S MIDDLE SCHOO	211500	1Y74-3Q7Q-DQ1K	C	Misc repair supplies	25.96	N
					199-11-6399.41-041-111400					
				N-S MIDDLE SCHOO	211500	1XXN-Q9T6-T6HM	C	Misc repair supplies	116.58	N
					199-11-6399.41-041-111400					
				N-S MIDDLE SCHOO	211562	176W-LX77-9NNV	C	Testing Equip/ Headphones	119.00	N
					199-11-6399.41-041-121400					
				NIXON-SMILEY ELE	211251	1XV9-NL6K649V	C	Adapters, replacement cable	50.00	N
					199-11-6399.41-101-111400					
				NIXON-SMILEY ELE	211677	1TFY-XDVJ-XV1L	C	Misc Supplies	17.39	N
					199-11-6399.41-101-111400					
				NIXON-SMILEY ELE	211677	1DDL-FWMY-	C	Misc Supplies	13.85	N
					199-11-6399.41-101-111400					
				NIXON-SMILEY ELE	211562	176W-LX77-9NNV	C	Testing Equip/ Headphones	219.84	N
					199-11-6399.41-101-111400					
				NIXON-SMILEY ELE	211500	13TG-VDV9-RK3X	C	Misc repair supplies	155.96	N
					199-11-6399.41-101-111400					
				N-S HIGH SCHOOL	211461	1KDW-J7L3-49M9	C	HEALTH AND WELLNESS	720.02	N
					199-33-6399.00-001-199000					
				N-S HIGH SCHOOL	211461	1TY9-GG1X-7GCT	C	HEALTH AND WELLNESS	158.25	N
					199-33-6399.00-001-199000					
				PLANT MAINT. & OP	211753	19JN-CXFL-9W3C	C	MICROPHONE CABLE CO	25.98	N
					199-51-6319.01-905-199000					
				BUSINESS OFFICE	211635	1RJJ-MVLG-YTD1	C	Supplies	23.19	N
					199-53-6399.00-750-199000					
				CAFETERIA	211511	1C9Y-QGKC-7X9M	C	TONER/NIXON	39.35	N
					240-35-6399.00-904-199000					
				CAFETERIA	211754	1CCF-CJLK-GPCH	C	FOOD BAGS - DAEP	89.90	N
					240-35-6399.00-904-199000					
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								Vendor 09087 Total:	6,772.04	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
044703	03-05-2021	09102	EXA JO CURTIS	NIXON-SMILEY ELE	211504	6 199-11-6299.02-101-123000	C	VI-JAN. 2021-INV #6	891.12	N
044704	03-05-2021	09107	COMMUNITIES IN SCH	N-S HIGH SCHOOL	211497	20-21 199-61-6299.00-001-199000	C	Communities in Schools-2nd	10,666.80	N
				N-S MIDDLE SCHOO	211497	20-21 199-61-6299.00-041-199000	C	Communities in Schools-2nd	10,666.60	N
				NIXON-SMILEY ELE	211497	20-21 199-61-6299.00-101-199000	C	Communities in Schools-2nd	18,666.60	N
Check 044704 Total:									40,000.00	
Vendor 09107 Total:									40,000.00	
044705	03-05-2021	09118	Valley Athletic Field Solu	ATHLETICS	210959	24959 199-36-6399.01-860-191000	C	Baseball Equipment	1,256.06	N
044756	03-26-2021	09122	FRACISCO J. FRANCO	DISTRICT WIDE	103-07	FEBRUARY 199-52-6411.01-999-199000	C	MILEAGE REIMBURSEME	69.44	N
044706	03-05-2021	09124	INTERNATIONAL MEET	NIXON-SMILEY ELE	211559	23359 199-13-6499.25-101-125000	C	PO Created by Req: 124290	35.00	N
044707	03-05-2021	09128	BERTHA ANNA PEDRO	NIXON-SMILEY ELE	211555	FEBRUARY 211-13-6299.60-101-130000	C	Elem Teacher Coaching/PL	1,850.00	N
044708	03-05-2021	09192	ROUND ROCK ISD	BUSINESS OFFICE	211614	CTPA 2021 199-41-6495.00-750-199000	C	CTPA MEMBERSHIP	150.00	N
044762	03-26-2021	09196	SCOTT HICKMAN	ATHLETICS	211670	BB 3/6/21 199-36-6299.60-860-191000	C	Baseball Official	180.00	N
044809	04-01-2021	09196	SCOTT HICKMAN	ATHLETICS	211811	3/29/21 199-36-6299.43-860-191000	C	Baseball Official 3/29/21	105.00	N
Vendor 09196 Total:									285.00	
044709	03-05-2021	09199	TIMOTHY PIMENTAL	ATHLETICS	211579	BB 3/2/21 199-36-6299.43-860-191000	C	Bball Official 3/2 Pleasonton	170.00	N
044771	03-26-2021	09200	JEFF NIEMIETZ	ATHLETICS	211671	BB 3/6/21 199-36-6299.60-860-191000	C	Baseball Official	180.00	N
044733	03-11-2021	09242	SCHMIDT & SONS	PUPIL TRANSPORT	211653	0475552 199-34-6311.00-908-123000	C	FUEL FOR VEHICLES	228.00	N
				PUPIL TRANSPORT	211642	0475244 199-34-6311.00-908-123000	C	FUEL FOR VEHICLES	150.00	N
				PUPIL TRANSPORT	211634	0474080 199-34-6311.00-908-123000	C	FUEL FOR VEHICLES	394.00	N
				PUPIL TRANSPORT	211634	0474080 199-34-6311.00-908-199000	C	FUEL FOR VEHICLES	1,674.09	N
				PUPIL TRANSPORT	211642	0475244 199-34-6311.00-908-199000	C	FUEL FOR VEHICLES	1,383.35	N
				PUPIL TRANSPORT	211634	0473539 199-34-6311.00-908-199000	C	FUEL FOR VEHICLES	1,879.37	N
				PUPIL TRANSPORT	211653	0475552 199-34-6311.00-908-199000	C	FUEL FOR VEHICLES	2,060.94	N
Check 044733 Total:									7,769.75	
044780	03-26-2021	09242	SCHMIDT & SONS	PUPIL TRANSPORT	211704	0476067 199-34-6311.00-908-123000	C	FUEL FOR VEHICLES	68.00	N
				PUPIL TRANSPORT	211701	0475878 199-34-6311.00-908-123000	C	FUEL FOR VEHICLES	150.00	N
				PUPIL TRANSPORT	211703	0475878 199-34-6311.00-908-199000	C	FUEL FOR VEHICLES	1,333.08	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				PUPIL TRANSPORT	211704	0476067	C	FUEL FOR VEHICLES	617.59	N
					199-34-6311.00-908-199000					
								Check 044780 Total:	2,168.67	
044822	04-01-2021	09242	SCHMIDT & SONS	PUPIL TRANSPORT	211792	0476459	C	FUEL FOR VEHICLES	194.00	N
					199-34-6311.00-908-123000					
				PUPIL TRANSPORT	211792	0476459	C	FUEL FOR VEHICLES	1,750.80	N
					199-34-6311.00-908-199000					
								Check 044822 Total:	1,944.80	
								Vendor 09242 Total:	11,883.22	
005051	03-04-2021	09301	NICASIO CASTILLO	SCHOLARSHIP	103-01	CPL J. LONGORIA	C	SCHOLARSHIP	150.00	N
					810-36-6499.00-838-199000					
044795	04-01-2021	09324	BANNERVILLE USA	N-S HIGH SCHOOL	211549	30029	C	Banners	1,375.00	N
					199-11-6399.00-001-111000					
044710	03-05-2021	09325	Lumberton Athletic Boos	ATHLETICS	211568	POWER LIFTING	C	Regionals Power Lifting Mee	35.00	N
					199-36-6412.24-860-191000					
044753	03-26-2021	09326	Exa Curtis Contract Visio	N-S MIDDLE SCHOO	211569	7	C	Invoice #7	91.48	N
					199-11-6299.02-041-123000					
				NIXON-SMILEY ELE	211569	7	C	Invoice #7	551.48	N
					199-11-6299.02-101-123000					
								Check 044753 Total:	642.96	
								Vendor 09326 Total:	642.96	
044751	03-26-2021	09327	Erin A Lindemann-LaBu	NIXON-SMILEY ELE	211570	11/15/2020	C	Eval--Elem	600.00	N
					199-11-6299.06-101-123000					
044748	03-26-2021	09328	Educational Assessment	NIXON-SMILEY ELE	211572	215	C	2 Evals-Elem	875.00	N
					199-11-6299.06-101-123000					
				NIXON-SMILEY ELE	211572	214	C	2 Evals-Elem	960.93	N
					199-11-6299.06-101-123000					
								Check 044748 Total:	1,835.93	
								Vendor 09328 Total:	1,835.93	
044783	03-26-2021	09329	Speech Web Home Care	NIXON-SMILEY ELE	211573	4	C	SLPA-Jan 2021 Invoice #4	2,528.24	N
					199-11-6299.03-101-123000					
044769	03-26-2021	09330	Medicaid Claim Solution	SPECIAL ED DEPT.	211575	21089903001	C	Invoices #001 & #002	1.06	N
					199-53-6291.07-909-123000					
				SPECIAL ED DEPT.	211575	21089903002	C	Invoices #001 & #002	408.48	N
					199-53-6291.07-909-123000					
								Check 044769 Total:	409.54	
044818	04-01-2021	09330	Medicaid Claim Solution	SPECIAL ED DEPT.	211775	21089903003	C	Inv 003 & 004	39.66	N
					199-53-6291.07-909-123000					
				SPECIAL ED DEPT.	211771	21088903006	C	Inv #005 & 006	1,140.20	N
					199-53-6291.07-909-123000					
				SPECIAL ED DEPT.	211771	21089903005	C	Inv #005 & 006	179.51	N
					199-53-6291.07-909-123000					
				SPECIAL ED DEPT.	211775	21059903004	C	Inv 003 & 004	404.71	N
					199-53-6291.07-909-123000					
								Check 044818 Total:	1,764.08	
								Vendor 09330 Total:	2,173.62	
044711	03-05-2021	09331	James Valdez	ATHLETICS	211576	SB 2/23/21	C	Softball Official 2/23 Poth	105.00	N
					199-36-6299.04-860-191000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prorg	Typ Cd	Reason	Amount	EFT
044712	03-05-2021	09332	Loyd Robert Wood	ATHLETICS	211578	SB 3/2/21 199-36-6299.04-860-191000	C	Softball Official 3/2	105.00	N
005052	03-05-2021	09333	David Jacinto	GYM RENTAL	211608	BB 2/22/21 461-36-6299.00-937-199000	C	Game Official #3	321.00	N
005053	03-05-2021	09334	Donald Reedy	GYM RENTAL	211607	BB 2/22/21 461-36-6299.00-937-199000	C	Game Official #1	135.00	N
005054	03-05-2021	09335	Douglas Obrien Daniels	GYM RENTAL	211609	2/22/21 461-36-6299.00-937-199000	C	Game Offial #2	135.00	N
005055	03-05-2021	09336	Kevin Ward	GYM RENTAL	211610	2/11/21 461-36-6299.00-937-199000	C	Game Official	140.00	N
005056	03-05-2021	09337	Freddie C Jordan Jr	GYM RENTAL	211611	2/11/21 461-36-6299.00-937-199000	C	Game Official	140.00	N
005057	03-05-2021	09338	Delano D Howard	GYM RENTAL	211612	2/11/21 461-36-6299.00-937-199000	C	Game Official	140.00	N
044744	03-26-2021	09340	Gerald Crosby	ATHLETICS	211664	BB 3/9/21 199-36-6299.43-860-191000	C	Baseball Official	170.00	N
005062	04-01-2021	09341	RIVER BEND GOLF CL	SRS 2022	211794	2021 PROM 865-00-2190.00-923-100000	C	PROM	1,200.00	N
044808	04-01-2021	09343	Gabriel Hernandez	ATHLETICS	211716	3/19/21 199-36-6299.43-860-191000	C	Baseball Official 3-19-21	336.00	N
044773	03-26-2021	09345	Mason Pollard	ATHLETICS	211745	BB 3/25/21 199-36-6299.43-860-191000	C	Baseball Official	105.00	N
044794	04-01-2021	09346	Larry Bailey	ATHLETICS	211808	3/29/21 199-36-6299.04-860-191000	C	Softball Official 3/29/21	105.00	N
044826	04-01-2021	09347	Tony Ricardo Vasquez	ATHLETICS	211810	3/29/21 199-36-6299.43-860-191000	C	Baseball Official 3/29/21	105.00	N
Grand Total:									325,870.26	

End of Report

Crystal Cedillo, Tax Assessor-Collector

Monthly Statement of Ad Valorem Collections

March 2021

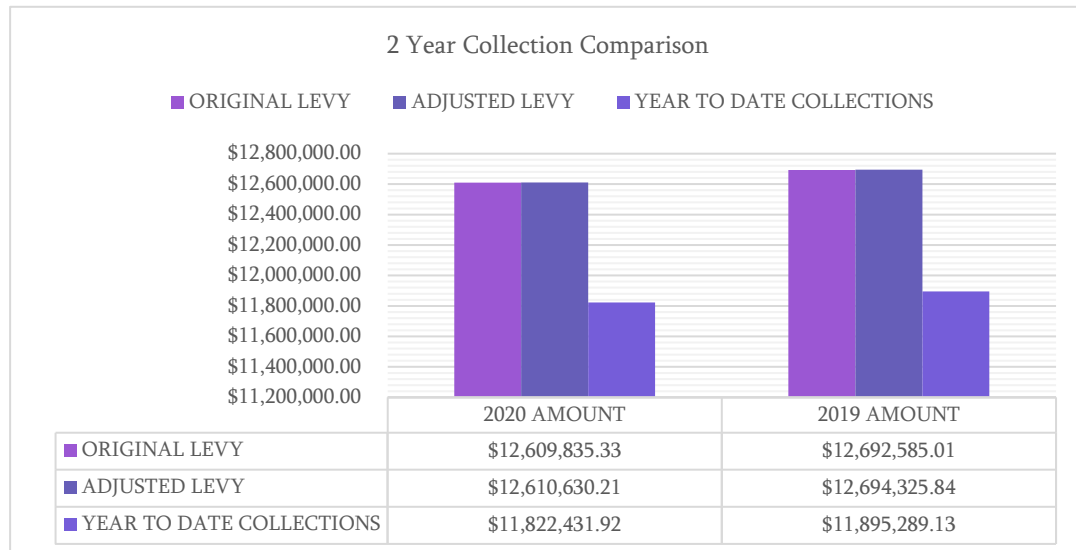
MONTHLY COLLECTIONS		
CURRENT TAX	\$165,022.37	
PENALTY & INTEREST ON CURRENT	\$13,740.40	
PRIOR YEAR DELINQUENT TAXES	\$7,591.85	
PENALTY & INTEREST ON DELQ	\$3,499.99	
TOTAL COLLECTED	\$189,854.61	

FEES		
5% RENDITION PENALTY TO APPRAISAL DISTRICT	\$0.81	
1% COMMISSION TO GONZALES COUNTY	\$ 1,898.55	

BALANCE DUE NIXON-SMILEY CISD	\$187,955.25	
--------------------------------------	---------------------	--

ACH DEPOSIT LISTING	M & O	I & S
10-Mar	\$74,332.69	\$12,500.92
17-Mar	\$49,794.34	\$8,256.88
31-Mar	\$36,882.83	\$6,187.59
TOTAL DISBURSEMENTS	\$161,009.86	\$26,945.39

LEVY SUMMARY	2020 AMOUNT	2019 AMOUNT
ORIGINAL LEVY	\$12,609,835.33	\$ 12,692,585.01
ADJUSTED LEVY	\$12,610,630.21	\$ 12,694,325.84
YEAR TO DATE COLLECTIONS	\$11,822,431.92	\$ 11,895,289.13
% OF CURRENT ROLL COLLECTED	93.75%	93.71%
YTD DELINQUENT COLLECTIONS	\$177,958.89	\$ 99,973.28



Minutes of Public Hearing

The Board of Trustees Nixon-Smilely CISD

A Public Hearing of the Board of Trustees of Nixon-Smilely CISD was held Monday, March 8, 2021, beginning at 7:00 PM in the Nixon-Smilely Elementary Campus Cafeteria at 500 Anglin, Smiley, Texas 78159.

1. **Establish quorum, call to order**

The meeting was called to order by President Richard Lott, with Bud Box, Aly Tschoepe, Jimmy Newman, Mark Mendez, Chris Villasana, and Lester Warzecha present. Superintendent Cathy L. Lauer, Director of Business and Operations Jeff Van Auken and Central Office Manager Cindy Lott were present. Guest was Bill Griffin.

2. **Pledges**

3. **Public comment on agenda**

none

4. **Instruction and student achievement updates**

Dr. Lauer reported to the Board the December end of course exam results.

5. **Safety update**

a. **School safety and security committee recommendations to the Board**

Dr. Lauer reviewed with the Board the safety and security committee report

8. **Superintendent reports / consent agenda**

MOTION: B. Box seconded by M. Mendez that the Board approve the items on the consent agenda as presented. All voted aye.

a. Financial report

The Board reviewed the accounts payable as presented.

b. Tax collector's report

The monthly tax collector's report and financial/quarterly reports were presented. Total collections for the month of February, 2021, were \$ \$76,643.51. Total commissions for the same period were \$ 766.44. Thru February, 2021, \$11,657,440.52 or 92.43% of the 2020 adjusted levy had been collected.

c. Minutes from previous board meeting

The Board approved the minutes of the February 8, 2021, regular meeting as presented.

d. Cafeteria report

The District maintains a record of the number of students who eat meals in the District cafeterias. This record forms the basis for the District's Reimbursement Claim for School Lunch and Breakfast

Programs which is filed monthly with the Texas Education Agency. The cafeteria was open 19 days, served 12,828 lunches; 13,928 breakfasts for a combined claim of \$77,187.

e. ADA report

The Board reviewed the ADA and enrollment as presented. As of the last day of February, the District had 1016 students, compared to 1070 in February, 2020.

9. **Wage Payments For Employees During Emergency School Closings**

MOTION: L. Warzecha seconded by M. Mendez that the Board approve the resolution regarding wage payments during emergency school closings as presented. All voted aye.

10. **Missed School Days "Attendance Waiver"**

MOTION: J. Newman seconded by L. Warzecha that the Board approve the attendance waiver as presented. All voted aye.

11. **New Public Health Guidance/NSCISD Protocols**

MOTION: B. Box seconded by M. Newman that the Board maintain current mask guidelines in order to allow staff time to get vaccinated and revisit this at the April 12, board meeting. All voted aye.

12. **Certificate Of Unopposed Candidates With An Order To Cancel Election**

MOTION: M. Mendez seconded by A. Tschoepe that the Board order the election canceled and declare Bud Box and Richard Lott elected. All Voted aye.

13. **Proposed 2021-22 School Calendar**

MOTION: J. Newman seconded by M. Mendez that the Board adopt the 2021-22 school calendar as presented. All voted aye.

14. **DAEP MOU's**

MOTION: L. Warzecha seconded by C. Villasana that the Board approve the DAEP MOU Interlocal Agreements between NSCISD and Cuero ISD, Marion ISD, and Waelder ISD as presented. 6 voted for, B. Box abstained.

15. **Board Policy Update 116, second reading, affecting local policies:**

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

DCD(LOCAL): EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT

FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT

GKA(LOCAL) - COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

MOTION: M. Mendez seconded by A. Tschoepe that the Board add, revise, or delete (LOCAL) policies CQB(LOCAL): Technology Resources – Cybersecurity, DCD(LOCAL): Employment Practices - At-Will Employment, GKA(LOCAL): Community Relations - Conduct On School Premises as recommended by TASB Policy Service and according to TASB Localized Policy and exclude making changes to FFAC(LOCAL): Wellness and Health Services - Medical Treatment. All voted aye.

16. **Revise Board Policy DH(LOCAL) one reading only**

MOTION: A. Tschoepe seconded by L. Warzecha that the Board revise policy DH(LOCAL): Employee Standards of Conduct as recommended by TASB Policy Service and according to TASB Localized Policy. All voted aye.

17. **Region 13 Board of Directors - place 7 election 2021**

No action was taken

18. **Employment reviews**

The Board reviewed the termination of Tracye Burnett.

19. **Adjourn** – 6:32pm

President

Secretary

NSLP Claim For Reimbursement Summary

00418 Status: Active
NIXON-SMILEY CONS ISD
 DBA:
 800 RANCHO RD
 NIXON, TX 78140-0400
 County District Code: 089-903
 ESC: 13 TDA Region: 3

Confirmation #: BEVDNF

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
Mar 2021	0	04/05/2021	04/05/2021		Original

Contracting Entity Totals

Meal Type	Meals/Supplements Served	Federal Rate	Reimbursement Federal Amount
National School Lunch Program			
Free	15,555	3.5300	54,909.15
Reduced	0	3.1300	0.00
Paid	238	0.3500	83.30
Total	15,793		54,992.45
Performance-Based Reimbursement (Lunch)			
Claimed	15,793	0.0700	1,105.51
Adjusted	0	0.0700	0.00
Total	15,793		1,105.51
School Breakfast Program Severe Need			
Free	16,884	2.2600	38,157.84
Reduced	0	1.9600	0.00
Paid	286	0.3200	91.52
Total	17,170		38,249.36
Afterschool Care Program - Area Eligible			
Free	788	0.9600	756.48
Total	788		756.48
Claim Reimbursement Total			95,103.80

Contracting Entity Claim Reimbursement Totals

Current Claim Reimbursement Total	95,103.80
Previous Claim Reimbursement Total	0.00
Net Claim Reimbursement Total	95,103.80

Show Site Meal Details

MEMO

TO: Cathy Lauer
FROM: Lacy Boatright
SUBJ: March ADA
DATE: April 05, 2021

Listed below is district attendance information for the month of March 2021 as well as enrollment comparison information for the ***last day*** of March '20, March '19, March '18 and March '17.

March 2021				PREVIOUS YEARS ADA%			
CAMPUS	AVERAGE ENROLLMENT	ADA	ADA%	2020	2019	2018	2017
High School	273.72	252.78	92.35%	95.24	91.92	93.13	92.07
Middle School	302.22	288.00	95.29%	95.07	92.97	95.96	95.66
Elementary	356.11	340.17	95.52%	90.05	93.52	95.88	95.91
DAEP (NS students only)	.78	.61	78.20%	-----	94.52	98.31	94.21
DAEP Level III (NS students only)	-----	-----	-----	-----	-----	87.50	77.78
PACE	1.28	1.11	86.71%	96.00	84.44	70.37	-----
DISTRICT	979.89	925.69	94.47%	93.11	92.87	95.06	94.68

ENROLLMENT COMPARISON – (Last day of month)																
GRADE LEVELS																
Enrollment	EE	PK	K	01	02	03	04	05	06	07	08	09	10	11	12	TOTAL
March '21	00	85	76	68	69	76	69	64	89	72	77	69	76	59	72	1021
March '20	1	110	71	72	78	68	61	93	69	84	70	86	77	65	63	1068
March '19	3	100	74	73	68	68	90	69	84	75	79	90	76	56	68	1073
March '18	4	94	70	67	72	86	67	87	72	82	88	82	69	67	86	1094
March '17	2	78	66	65	78	63	82	75	78	87	81	75	74	70	81	1055

****16 Non-Prek qualifiers****

2021 Summer Leadership Institute

San Antonio
June 16–19
Marriott Rivercenter

Fort Worth
June 23–26
Omni

Now Accepting Conference Proposals!

If your board has something interesting to share
or your district pioneers innovative programs,
we want to hear about your success!

Go to tasb.org/SLI for more information.



Conference Agenda at a Glance

WEDNESDAY

4-6 p.m.

Registration for Wednesday–Saturday Attendees

4:30-8 p.m.

Preconference Session: Indicators of Equity
(dinner included)

THURSDAY

7-8 a.m.

Registration for Thursday–Saturday Attendees
and Breakfast (included in registration fee)

8-9:15 a.m.

General Session

9:45-11:45 a.m.

Education Sessions

Noon-1 p.m.

Lunch (included in the registration fee)

1:15-3:30 p.m.

Education Sessions

3:45-4:45 p.m.

Education Sessions with a Twist

FRIDAY

7-8 a.m.

Registration and Breakfast
(included in registration fee)

8-9:15 a.m.

General Sessions

9:45-11:45 a.m.

Education Sessions

Noon-1 p.m.

Lunch (included in registration fee)

1:15-3:30 p.m.

Education Sessions

3:45-4:45 p.m.

Closing General Session

SATURDAY

8-8:30 a.m.

Registration for Post-Legislative Conference

8:30-11:30 a.m.

Postconference Session: 2021 Post Legislative
Conference
(breakfast included)

Wednesday • Preconference

Could You Last a Month in Poverty?

Walk a mile in the shoes of your students in this unique, interactive poverty simulation that enables you to live for a “month” in poverty. This workshop promises to be impactful and will include group discussion about the challenges your students and their families face and how that can factor into your board’s work. Attending this session is even more important now as we continue to learn about the lingering effects of the pandemic on our communities. *Dinner will be served during this in-depth session.*

Saturday • Postconference

2021 Post-Legislative Conference

Join us for the 2021 TASB Post-Legislative Conference during TASB’s Summer Leadership Institute. TASB staff will highlight new laws from this year’s legislative session focusing on what is required of school boards and superintendents. The session will feature briefings on all major legislation affecting public education and highlight issues that may arise during the interim. All Post-Legislative Conference attendees also will receive a copy of the TASB 2021 Legislative Summary for School Officials when the final document is published. This essential publication summarizes major provisions of each piece of legislation passed this session affecting public schools. *Breakfast will be served during this in-depth session.*



Greetings!

The annual Summer Leadership Institute (SLI) is not only TASB's flagship training conference—it is also our learning laboratory. SLI is designed to offer new and experienced school trustees a place to create their own learning journey and to ask bold questions.

Our members have a choice to attend the SLI that best fits their schedule and location preference—in San Antonio or Fort Worth. The two events, typically held a week apart, are nearly identical in schedule, session offerings, and general session speakers.

At the heart of SLI is an opportunity for trustees to make connections with one another. It's a community where members gather to work together in our shared quest to improve Texas school districts and provide students with an exceptional public education.

It is the culture of SLI to support each other and provide examples of what has worked and what has not worked. We invite you to join us at SLI for this exciting learning journey.

Important news for 2021

We know everyone is anxious to get back to live events. We are, too, but we need to do this as safely as possible. For SLI 2021, we will have **limited** access to the live event in both locations to ensure everyone's safety. All registrants will need to follow the safety procedures put in place at each location. These will be sent to attendees after they register. Only preregistered attendees will be permitted in the meeting space. **Onsite registrations will not be available at either location.**

If you are unable to attend in person, a fully virtual option will be offered the same weekend as the Fort Worth conference. After Fort Worth is concluded, all attendees, both in-person and virtual, will have on-demand access for 30 days.

TASB will send out updates to registered attendees if conditions change that significantly affect the conference.

General Session Speakers

Thursday

PASSIONATE LEADERSHIP



RICK RIGSBY

Motivational Speaker,
Educator, Author

🐦 @DrRickRigsby

In 2017, Dr. Rick Rigsby delivered one of the most passionate speeches ever

heard. More than 200 million people worldwide viewed the speech in a video that went viral in just a matter of days.

Rigsby is president and CEO of Rick Rigsby Communications. The former award-winning journalist followed a television career with graduate school, then two decades as a college professor. He spent most of those years at Texas A&M University, where he also served as character coach and chaplain for the Aggie football team.

Dr. Rick's dynamic presentations motivate, empower, and inspire worldwide. His audiences include Fortune 100 and Fortune 500 companies, academic communities, and service organizations. The internationally acclaimed speaker is a favorite among professional sports organizations, including the National Football League and the PGA, and he is a regular contributor on various national media platforms, including the Fox Business Network.

Named twice as an outstanding professor in the College of Liberal Arts at Texas A&M, Dr. Rick is the author of numerous publications. His first non-academic book—*Lessons from a Third Grade Dropout*—is a *USA TODAY*, *Wall Street Journal* and Amazon best-seller. His latest book, *Afraid to Hope*, is now available in markets worldwide.

Friday

GREGG WARD

Author, Speaker, Executive Coach

🐦 GreggWard Group

Gregg Ward is on a mission to transform lives and organizations through his writing, speaking, coaching, consulting, and experiential learning and development programs that focus on respectful leadership, emotional intelligence, and executive presence. His clients include ADP, Booz Allen Hamilton, Bristol Myers Squibb, IHOP, Intel, Kraft, NASA, The US Navy, and Warner Bros. Studios, among many others.

Gregg's book, *The Respectful Leader: Seven Ways to Influence without Intimidation*, was immediately awarded "Best Book of the Month" by Amazon's Editors when it was released in 2016, and it quickly became a best-seller. In January 2018, it won a Gold Medal in the "Business Fable" category from the prestigious Axiom Business Book Awards competition.

Gregg began his career in 1986 as a specialist trainer for the New York City Police Department. From 1988 to 1994, he served as a correspondent on assignment throughout Europe for BBC Radio, *The Times of London*, and Scotsman Publications.

A Board-Certified Coach (BCC), Corporate Executive Coach (MCEC), and executive coach with The Center for Creative Leadership, he has also served as an adjunct professor at San Diego State University and California State University. Gregg has delivered more than 2,500 keynote presentations and talks, training programs, seminars, webinars, and workshops.



RESPECTFUL LEADERSHIP

Friday

PEARL ARREDONDO

Educator, Advocate, and Author

 Pearlsfiam

INSPIRATIONAL
LEADERSHIP



Pearl Arredondo was part of a teacher-led team that founded San Fernando Institute for Applied Media (SFIAM), the first pilot middle school established in the Los Angeles Unified School District. She taught for 10

years before becoming the instructional specialist and now principal of SFIAM.

Pearl is passionate about increasing student access to technology and closing the digital divide. She was featured on TED Talks Education and in *People Magazine's* My American Dream: Great Success Against All Odds campaign sponsored by Milk Life.

As a Teach Plus Policy Fellow, she met with President Obama's senior advisors to discuss teacher tenure and elevating the teaching profession. As part of Educators for Excellence, she helped write a series of recommendations titled *Reimagining Tenure: Protecting Our Students and Our Profession*.

Pearl received the Inspirational Teacher Award from United Way of Greater Los Angeles, was named California Woman of the Year from California Assembly District 39, and was honored at the Ford's Theatre Annual Gala for being an inspirational teacher. She is a tireless advocate for public education and is a role model for young Latinas seeking to make a difference in their communities.

Special thanks to our sponsors



WALSH GALLEGOS
TREVINO RUSSO & KYLE P.C.



Follow us on Twitter for
SLI updates and news!

@TASEvents56 #TASBSLI

Conference Registration

Online registration for both locations will be available beginning Wednesday, April 28, and will close at 5 p.m., Friday, May 21, for both San Antonio and Fort Worth.

Registration Fee

The all-inclusive fee of \$435 covers all activities beginning Wednesday evening through Saturday morning and includes:

- Three keynote sessions
- In-depth preconference session on Wednesday
- Two full days of sessions focused on professional development for school board members
- Breakfast Thursday–Friday
- Lunch Thursday–Friday
- Refreshment breaks Wednesday–Friday
- Program materials
- Up to 15 hours of continuing education credit

*Stay through Saturday to attend the 2021 TASB Post-Legislative Conference for an additional \$160, which includes breakfast.

Reminder

Before you register, be sure to access the complete list of session offerings (posted online in April) for the location of your choice to determine the sessions that will be included with your registration.

After reviewing the session offerings, complete the **Session Planning Forms** and return them to your superintendent or designee so that he or she may complete your registration.

For the safety and comfort of our attendees, once a session reaches capacity it will no longer be available for selection.

NEW Registration Cancellation Policy

All registrations must be prepaid by check or credit card or include a school district purchase order. **TASB has changed its cancellation policy, including the addition of a cancellation fee.** If you sign up but are unable to attend SLI, please refer to the event website, tasb.org/SLI, for cancellation information.

More learning opportunities than ever for one flat rate—pay one fee!





Hotel Reservations

NEW for 2021! Housing for both SLI locations will only be available to registered attendees. Once payment is received for each attendee, a link to housing will be sent via email. All reservation requests must be made with Convention Housing Management (CHM), the official SLI housing coordinator, either online at tasb.org/SLI or by calling **800.563.6493**. If you have any other questions, you can email sli@chmrooms.com.

Deposits and Cancellations

Friday, May 14: Deposit and rooming list deadline

Friday, May 28: Last day to cancel without penalty. The housing website closes, but call CHM if you need to make changes or for new reservations.

Selecting Hotels

SLI main events (general sessions and meals) will take place at the Marriott Rivercenter in San Antonio and the Omni in Fort Worth.

Conference hotels at both locations are available at varying price points. Go to tasb.org/SLI for current housing information.



Summer Leadership Institute is the flagship training event for Texas public school trustees!



2021 Summer Leadership Institute

San Antonio

June 16-19

Marriott Rivercenter

Fort Worth

June 23-26

Omni

tasb.org/SLI



Questions?

Visit tasb.org/SLI for details, or refer to the following:

Housing

Email sli@chmrooms.com or call 800.563.6493.

For additional help with housing, email mandy.begley@tasb.org or call 800.580.8272, extension 2461.

Registration

Email registrar@tasb.org.

Additional Questions

Email kathy.dundee@tasb.org or call 800.580.8272, extension 2462.



Special Needs?

Would you like us to address any special needs? To rent a motorized scooter or wheelchair at the event, or if you would like us to address another special need, email Mandy Begley at mandy.begley@tasb.org or call 800.580.8272, extension 2461.



Events

Convention

Foundations
Workshops

Governance Camp

SB 1566 Training

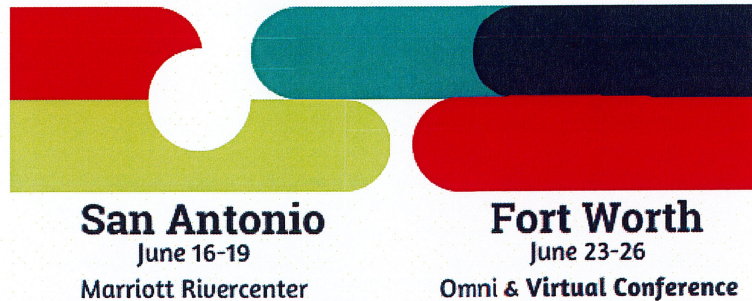
Spring Workshops

Summer
Leadership (SLI)

- o Registration
- o Schedule of Events
- o Future Dates
- o SLI FAQs

XG Summit

Summer Leadership Institute (SLI)



The 2021 Summer Leadership Institute is back again with the same high-quality, deep-dive learning you have come to know and love over the years full of actionable ideas and strategies to elevate the work you do in your district!

We are thrilled to be offering several options for attending SLI this year! Whether you opt to join us for our limited-attendance in-person conferences in San Antonio and Fort Worth, or you decide that joining us virtually is your best option for this year—we have something for everyone!

Limitations on in-person attendance

Your health and wellbeing is our number one priority, and while we would love for everyone to have their first choice when it comes to attendance options, we do have in-person attendance limitations in place due to COVID-19. To make the opportunity to attend in person as equitable as possible, we have opted to use a lottery system for all districts who submit the names of board members online.

Registration and Housing

New for 2021, TASB will utilize a lottery system for districts wishing to send board members to attend SLI in-person. Continue reading our new protocols for this year on the [registration page](#).

Additional information

For additional information about this event, contact us directly for support at 800.580.8272.

- **FAQ**, designed to answer the [top questions](#) we get about SLI
- **Registration and MyTASB**, e-mail registrar@tasb.org
- **Housing**, Convention Housing Management (CHM), Toll-free 800.563.6493 or e-mail sli@chmrooms.com.
- **Meeting Planner**, extension 2461, or e-mail mandy.begley@tasb.org
- **Program and additional information**, extension 2462, or e-mail kathy.dundee@tasb.org

Thank you to our 2021 sponsors



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XG Summit

2021 SLI Registration

In-Person Event: San Antonio or Fort Worth

In San Antonio and Fort Worth, mask-wearing, social distancing, and room capacity restrictions will help ensure a safe and healthy event for in-person attendees. Learn more on the [COVID-19 Guidelines for attendees page](#).

For those unable to attend in-person, a virtual conference will be held live, June 23-26, with content available to watch for 30 days following the event.

A lottery system is in place to create an equitable selection process for attendees due to our limited attendance guidelines. Here is an overview of how the lottery will work:

Step 1: TASB will open lottery entries at 9 a.m., Wednesday, April 28, for any district wanting to attend SLI in person. Districts will have from April 28 to May 6 to "put their name in the hat" to attend either SLI location.

Lottery submissions will be made by indicating who from your district will want to attend. That means that if you indicate all 8 members of your board-superintendent team would like to attend and they are selected in the random lottery, they are ALL able to attend in person at the location requested. How early you enter your district in the lottery will not affect your chances of being selected.

Step 2: On Friday, May 7, TASB will use an automated system to randomly draw from the list of districts enrolled in the SLI attendance lottery. Upon selection, these districts will be sent the session selection forms to complete as part of finalizing registration.

Step 3: Districts selected to attend in person (via the lottery) will be contacted by Convention Housing Management (CHM) to book hotel rooms for the conference. CHM will contact the registration coordinator to book the hotel rooms.

We know that you may still have additional questions, please review our [SLI FAQ](#) to get more detailed information about the process.

Anyone who registers for the in-person event also has access to the virtual content for 30 days after the conclusion of SLI Fort Worth.

Virtual Event

For our members who cannot attend in person, registration for virtual SLI, June 23-26, will include access to live streaming General Sessions with keynote speakers, breakout sessions, and online networking. You will have 30 days to watch sessions you missed after the virtual conference concludes. Registration for virtual SLI will open in May.

Conference registration fees

One registration fee covers both learning formats and gives our members the flexibility needed during this time. The all-inclusive fee of \$435 covers all activities beginning Wednesday evening through Saturday morning.

Cancellation/substitution

All registrations must be prepaid by check or credit card or include a school district purchase order. If you sign up but are unable to attend, the following terms will apply:

1. A registrant may cancel the registration and receive a refund, less a cancellation fee, if the notification of cancellation reaches the Association 14 days before the event. The cancellation fee will be \$25.
2. After 14 days before the event, no refunds will be provided, but substitutions will be permitted for eligible persons.
3. No-shows will not be refunded.

The registration coordinator may edit, cancel or make name substitutions through the registration system, accessible online through the event registration webpage ([link coming soon](#)).

ACTION

April 12, 2021

SUBJECT: Update Public Health Guidance - NSCISD Protocols

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

On Wednesday, March 2, 2021, Governor Abbott issued Executive Order GA-34, lifting the mask mandate in Texas and increasing the capacity of all businesses. The Governor stated: "With the medical advancements of vaccines and antibody therapeutic drugs, Texas now has the tools to protect Texans from the virus," said Governor Abbott. "We must now do more to restore livelihoods and normalcy for Texans by opening Texas 100 percent. Make no mistake, COVID-19 has not disappeared, but it is clear from the recoveries, vaccinations, reduced hospitalizations, and safe practices that Texans are using that state mandates are no longer needed."

ADMINISTRATIVE CONSIDERATION

NSCISD is currently awaiting guidance from the Texas Education Agency (TEA) and the University Interscholastic League (UIL) regarding any choices we may have in continuing to mandate masks or limiting class size. We have also surveyed the community and staff about their preferences.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: "I move that the Board _____

_____."
_____.

Motion _____ Second _____ Results _____

Approve/Disapprove

ACTION

April 12, 2021

SUBJECT: Self-Certification of Increased Micro-Purchase Threshold

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

The Superintendent may increase the micro-purchase threshold if certain requirements are met. The recipient may self-certify annually a threshold up to \$50,000. The self-certification must include a justification, clear identification of the threshold, and other supporting documents.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: "I move that the Board approve the resolution as presented."

Motion _____ Second _____ Results _____

Approve/Disapprove

Self-Certification of Increased Micro-Purchase Threshold

WHEREAS, Pursuant to Board Policy CH (LOCAL), the Board has authorized the Superintendent to develop purchasing procedures to implement the requirements of state and federal law. Further, the District’s Board of Trustee has delegated authority to the Superintendent to make budgeted purchases of goods, and services costing less the \$50,000.

WHEREAS, Pursuant to 2 CFR 200.320(a)(1)(iv), a non-Federal entity may self-certify a Micro Purchase Threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with CFR 200.334.

THEREFORE, Nixon-Smiley CISD self-certifies that effective April 12,2021, and for fiscal year 2020-2021, its Micro Purchase Threshold, as defined by 2 CFR 200.320(a)(1)(ii), is hereby increased to \$49,999.99. Unless otherwise required by the District’s internal purchasing regulations or controls, purchases up to the Micro Purchase Threshold may be purchased without soliciting competitive price or rate quotations of the District considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly.

This self-certification is based on the following justification, as recognized and authorized by 2 CFR 200.320(a)(1)(iv)(c); Texas law generally permits public school districts to make non-competitive purchases for goods or services valued less than \$50,000 in the aggregated, as set forth in Texas Education Code 44.031(a).

In any instance where Texas or other federal law imposes a requirement to competitively procure any good or service costing less than \$50,000, or where Texas or other federal law imposes more stringent purchasing standards or procedures that set forth in 2 CFR Part 200, the District will continue to follow the more restrictive legal requirement.

APPROVED BY:

Cathy L. Lauer, Ph.D.
Superintendent of Schools, Nixon-Smiley CISD

Date:_____

ACTION

April 12, 2021

SUBJECT: NSCISD DAEP - MOU Agreements with Luling ISD

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

In January, 2016, Nixon-Smilely CISD voted to start a Discipline Alternative Education Program (DAEP) at Smiley.

ADMINISTRATIVE CONSIDERATION

On the following pages is the Interlocal Cooperation Agreement for the DAEP which addresses operating guidelines and procedures between the school(s) and Nixon-Smilely CISD.

BOARD ACTION REQUESTED

MOTION: "I move that the board approve the DAEP MOU Interlocal Agreements between Nixon-Smilely CISD and Luling ISD as presented."

Motion _____ Second _____ Results _____

Approval\Disapproval

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Participating Districts
by action on dates as indicated below, to be effective the 1st day of August, 2021

LULING INDEPENDENT SCHOOL DISTRICT

Date of Authorization: February 23, 2021

By: 

President, Board of Trustees

NIXON-SMILEY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Date of Authorization: _____

By:

President, Board of Trustees

INFORMATION

April 12, 2021

SUBJECT: Announce Annual Hours of Training for School Board Members

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

In accordance with a new legal requirement, Texas Education Code, Section 11.159; 19 Tex. Admin, Code § 61.1 the minutes must reflect the announcement and whether each trustee has met or is deficient in meeting the required training as of the first anniversary of the date of the trustee's election or appointment.

If the minutes reflect that a trustee is deficient in training, the district must post the minutes on the district's website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

Board Training June 2020 - April 2021

Name Place/Election Year Year Elected	Local District Orientation New Members ²	Intro to TEC	Open Government ³ Tier 3	Cyber security ⁴ Tier 3	Post Legislative Update to TEC Tier 3	Child Abuse Prevention/ Human Trafficking Effective Tier 3	Evaluating & Improving Student Outcomes EISO (SB 1566) Tier 4	Team Building Tier 2	Additional Continuing Education Tier 3	Status/ Total Hours
First year trustees – 25 hours Experienced Trustees – 9-16 hours ¹	3 hours within first 60 days	3 hours	OMA 1-2 hours PIA 1-2 hours	1 hour each year	1-2 hours each legislative session	1 hour every two years	3 hours every two years	3 hours each year with all members	10 hours for new members – 5 hours annually	6/1/2020 to 4/7/2021
Bud Box Place 2 2021 Elected – 05/2009	5/20/2009	6/12/2009	6/12/2009 OMA	5/11/20	8/9/19	3/30/21	1/28/2021	1/21/2021	3/5/21-3/6/21 9.25 hrs	E 16.25 hrs
Lott, Richard Place 3 2021 Appointed – 6/29/1995 elected 5/1996	6/29/1996	6/12/2009	10/9/1999 OMA 6/16/2000 PIA	5/11/20	8/9/19	1/30/2021	1/28/2021	1/21/2021	3/3/21-3/6/21 10.75 hrs	E 17.75 hrs
Mendez, Mark Place 1 2022 Elected 5/2016	5/13/2016	7/14/2016	6/17/2016 OMA	5/11/20	10/23/19	3/30/2021	1/28/2021	1/21/2021	3/4/21-3/6/21 5.75 hrs	E 11.75 hrs
Newman, Jimmy Place 7 2022 Elected – 5/2010	5/25/2010	6/11/2010	6/3/2010 OMA 6/3/2010 PIA	5/11/20	10/23/19	3/14/21	1/28/2021	1/21/2021	3/3/21-3/6/21 9.75 hrs	E 16.75
Tschoepe, Aly Place 6 2023 Appointed – 2/ 2018 Elected 5/2018	2/15/2018	10/23/2019	12/17/2019 OMA 12/17/19 PIA	5/11/20	10/23/19	3/31/21	1/28/2021	1/21/2021	3/3/21-3/5/21 5.0 hrs	E 12 hrs
Warzecha, Lester Place 5 2022 Appointed –10/21/2009 Elected 5/10/2010	11/16/2009	2/11/2010	1/15/2021 OMA 1/15/2021 PIA	5/11/20	10/23/19	4/2/2021	1/28/2021	1/21/2021		D (5hrs) 7 hrs
Villasana, Chris Place 4 2023 Elected – 11/2020	12/04/2020	11/20/20	2/9/2021 OMA 2/9/2021 PIA	1/27/21		2/9/2021	1/28/2021	1/21/2021	3/3/21-3/5/21 10.25 hrs	E 24.25 hrs

OMA: Open Meetings Act
TEC: Texas Education Code
PIA: Public Information Act
SBOE: State Board of Education

E = Exceeded hours needed for year
D = Deficient in hours needed for year

Training Requirements Notes:

¹Required hours after the first year will vary depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.

²Trustees may receive any training online **except** Local Orientation for new board members, Team Building, and Evaluating and Improving Student Outcomes

³OMA and PIA training is required (outside of SBOE rule) of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy.

⁴Cybersecurity training is required (outside of SBOE rule) of all school board members annually.

ACTION

April 12, 2021

SUBJECT: Call for Bids – Motor Fuel and Propane

PRESENTED BY: Cathy L. Lauer, Ph.D.
Jeff Van Auken

BACKGROUND INFORMATION

Section 21.901 of the Texas Education Code states that Texas Public Schools must purchase personal property by use of the competitive bid procedure when the purchase is valued at \$50,000.00 or more.

ADMINISTRATIVE CONSIDERATION

The Administration believes that advertising for bids at this time will afford interested vendors an opportunity to present their products for consideration while allowing the school to select the most appropriate products at competitive prices.

BOARD ACTION REQUESTED

MOTION: "I move that the Board call for bids on motor fuel and propane."

Approve/Disapprove

Motion _____ Second _____ Results _____

NEWS ADVERTISEMENT PLEASE RUN TWO WEEKS.

Nixon-Smiley CISD is accepting formal bids on gasoline, diesel, and propane for the 2021-22 school year. Bids are to be received in the Nixon-Smiley CISD administration office located at 800 North Rancho Road, Nixon, Texas by June 9, 2021, at 1:00 PM. Bids will be tabulated and presented for consideration to the Board of Trustees on June 14, 2021. Envelopes are to be clearly marked "_____BIDS". The school district reserves the right to accept or reject any or all bids based on comparison of each individual item. Please contact Jeff Van Auken (830) 582-1536 ext 104 for additional information.

INFORMATION

April 12, 2021

SUBJECT: Update Job Descriptions
Director of Athletics
Director of Curriculum and Instruction
Director of Special Education
Instructional Coach CCMR Coordinator
Principals
Technology Director

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

From time to time there is a need to update certain job descriptions.

ADMINISTRATIVE CONSIDERATION

The Administration will review the information and make a recommendation to the Board.

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: “I move that the board approve updating the Director of Athletics, Director of Curriculum and Instruction, Director of Special Education, Instructional Coach / CCMR Coordinator, Principals, and Technology Director job descriptions as presented.”

Motion _____ Second _____ Results

Approve/Disapprove

Job Title: Director of Curriculum & Instruction	Exemption Status/Test: Exempt/Executive
Reports to: Superintendent	Date Revised: 03/08/2021
Dept./School: Curriculum and Instruction	

Primary Purpose:

Responsible for the overall management of the district's curriculum and instruction function. Lead the strategic planning and implementation of curriculum and instruction programs. Ensure that the development and delivery of curriculum and instructional programs are effective and efficient, incorporate district goals, and support student achievement.

Qualifications:

Education/Certification:

Master's degree in education administration (preferred)

Special Knowledge/Skills:

Knowledge of curriculum and instruction

Ability to interpret data and evaluate instructional programs and teaching effectiveness

Ability to manage budget and personnel

Ability to implement policy and procedures

Strong communication, public relations, and interpersonal skills

Experience:

Three years experience as a classroom teacher (preferred)

Three years experience in instructional leadership roles (preferred)

Major Responsibilities and Duties:

Instructional and Program Management

1. Oversee the development and delivery of curriculum and instructional programs that incorporate district goals and support student achievement.
2. Evaluate all federal legislation, projects, and programs for grant, entitlement, and allocation opportunities relevant to the needs of the district and make recommendations regarding participation.
3. Participate in the drafting of project proposals and reports, including the writing and development of program goals, objectives, and budget for federal/special funding of programs including preparing and submitting standard applications for federal funds to the Texas Education Agency (TEA).
4. Monitor grant-funded programs and their expenditures to ensure compliance with regulations and guidelines and ensure that programs are cost-effective and managed wisely.

5. Develop and implement a continuing evaluation of federal/special programs and implement changes based on the findings.
6. Lead the district-level decision-making process to establish and review the district's goals and objectives and major classroom instructional programs. Ensure that goals and objectives are developed using effective collaborative processes and problem-solving techniques.
7. Monitor and reevaluate instructional programs on an ongoing basis using input from teachers and principals, applied research, and student data to determine the effectiveness and improve outcomes. Recommend changes and adjustments where appropriate.
8. Ensure that the necessary time, resources, materials, and technology to support the accomplishment of educational goals are available.
9. Collaborate with curriculum specialists, principals, teachers, and other instructional staff to develop, maintain, and revise curriculum documents based on a systematic review and analysis.
10. Engage instructional staff in evaluating and selecting instructional tools and materials to meet student learning needs.
11. Actively support the efforts of others to achieve district goals and objectives and campus performance objectives (academic excellence indicators).
12. Oversee staff development programs and ensure that effective activities that support instructional programs, incorporate input from teachers and principals, and are consistent with the district's mission are provided.
13. Participate in the implementation of the designated teacher appraisal system.

Policy, Reports, and Law

14. Ensure compliance with policies established by federal and state law, State Board of Education rule, and local board policy in curriculum and instruction area.
15. Compile, maintain, and file all reports, records, and other documents as required.
16. Follow district safety protocols and emergency procedures.

Budget

17. Develop and administer the curriculum and instruction budget based on documented program needs and ensure that operations are cost-effective and funds are managed prudently.

Personnel Management

18. Prepare, review, and revise job descriptions in the curriculum and instruction department as needed.
19. Evaluate job performance of employees to ensure effectiveness as needed.
20. Select, train, evaluate, and supervise staff and make recommendations relative to assignment, retention, discipline, and dismissal.

Communication

21. Ensure that established goals and expectations related to the implementation of the curriculum and instruction programs are communicated clearly, consistently, and in a timely manner.
22. Establish and maintain a professional relationship and open communication with principals, teachers, staff, parents, and community members.

Community Relations

23. Articulate the district's mission, instructional philosophy, and curriculum implementation strategies to the community and solicit its support in realizing the district's mission.
24. Demonstrate awareness of district-community needs and initiate activities to meet those needs.
25. Use appropriate and effective techniques to encourage community and parent involvement.

Other

26. Prepare and deliver written and oral presentations on curriculum and instruction issues to the board, principals, teachers, parents, and community groups. Attend regular meetings of the board.
27. Stay abreast of current research and best practices in curriculum and instruction and adjust plans, policies, and procedures accordingly.
28. Ensure compliance with local, state, and federal laws related to curriculum and instruction. Stay abreast of state and federal public policy changes that could impact the district.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of instructional supervisors and support staff in the curriculum department.*

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals

Posture: Prolonged sitting; occasional bending/stooping, pushing/pulling, and twisting

Motion: Repetitive hand motions, frequent keyboarding and use of a mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds)

Environment: Frequent districtwide travel; occasional statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

To meet the executive exemption test, the primary duty must be management **and the employee must supervise at least two full-time employees.*

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Board Approval _____ Date _____

Job Title: Director of Special Education

Exemption Status/Test: Exempt/Executive

Reports to: Superintendent

Date Revised: 03/08/2021

Dept./School: Special Education

Primary Purpose:

Direct and manage the district's special education program. Ensure that services are provided for special needs students and individualized education plans are provided to meet the needs of all students. Warrant compliance with all state, federal, and local requirements.

Qualifications:

Education/Certification:

Master's degree

Special Knowledge/Skills:

Knowledge of federal and state special education law

Understanding of the individual needs of special needs students

Ability to communicate with all levels of special needs students and their parents

Ability to implement policy and procedures

Ability to interpret data

Ability to manage budget and personnel

Strong organizational, communication, and interpersonal skills

Experience:

5 years teaching experience in special education or related field

Major Responsibilities and Duties:

Instructional and Program Management

1. Oversee the development and delivery of special education curriculum and instructional programs that incorporate district goals and support student achievement. Ensure that curriculum renewal is continuous and responsive to student needs.
2. Develop and implement an effective special education referral process and ensure that student assessments and recommendations regarding placement and program management for individual students are completed in a timely manner.
3. Monitor the admission, review, and dismissal (ARD) process districtwide. Participate in committee meetings as needed to ensure that students are placed appropriately and the development of individual education plans for students are consistent with district procedures. Ensure that student progress is evaluated on a systematic basis.

4. Obtain and use evaluative findings (including student achievement data) to gauge special education program effectiveness. Make changes when warranted.
5. Ensure that the necessary time, resources, materials, and technology to support accomplish educational goals are available. Encourage and support the development of innovative instructional programs.
6. Direct transition services for special education students entering and exiting public school programs.
7. Take an active role in formulating and implementing contracts for special education students receiving services outside of the district.

Student Management

8. Demonstrate support for the district's student management policies and expected student behavior related to the special education program.

Policy, Reports, and Law

9. Implement the policies established by federal and state law, State Board of Education rule, and local board policy in the area of special education. Recommend sound policies and procedures to improve the program.
10. Compile, maintain, and file all reports, records, and other documents required.
11. Follow district safety protocols and emergency procedures.

Budget and Inventory

12. Develop and administer the special education budget based on documented needs and ensure that operations are cost-effective and funds are managed wisely.
13. Maintain a current inventory of supplies and equipment and recommend the replacement and disposal of equipment when necessary.

Personnel Management

14. Prepare, review, and revise job descriptions in the special education department (as needed.)
15. Select, train, supervise, and evaluate staff and make recommendations relative to assignment, retention, discipline, and dismissal.

Communication and Community Relations

16. Establish and maintain a professional relationship and open communication with principals, teachers, staff, parents, and community members.

- 17. Serve as district liaison to community agencies providing services to students and notify parents and students of available services.
- 18. Articulate the district’s mission and goals in the area of special education to the community and solicit its support in realizing the mission.
- 19. Demonstrate awareness of district-community needs and initiate activities to meet those needs.
- 20. Use appropriate and effective techniques to encourage community and parent involvement.

Professional Growth

- 21. Develop professional skills appropriate to job assignments.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of special education support staff.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals

Posture: Prolonged sitting; occasional bending/stooping, pushing/pulling, twisting

Motion: Repetitive hand motions, frequent keyboarding, and use of mouse

Lifting: Occasional light lifting and carrying (less than 15 pounds)

Environment: Frequent districtwide travel; occasional statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Board President _____ Date _____

Job Title: Principal **Exemption Status/Test:** Exempt/Executive or Administrator in an Educational Establishment

Reports to: Superintendent **Date Revised:** 03/08/2021

Dept./School: Assigned Campus and Level

Primary Purpose:

Direct and manage overall campus operations. Responsible for leadership of the campus instructional program ensuring high standards of instruction and student achievement, compliance with district policies, application of instructional programs, and effective operation of all campus activities.

Qualifications:

Education/Certification:

Master's degree in educational administration
Texas principal or other appropriate Texas certificate
Certified Texas Teacher Evaluation and Support System (T-TESS) appraiser

Special Knowledge/Skills:

Working knowledge of curriculum and instruction
Ability to evaluate instructional program and teaching effectiveness
Ability to manage budget and personnel
Ability to implement policy and procedures
Ability to interpret data
Excellent organizational, communication, public relations, and interpersonal skills

Experience:

Three years of experience as a classroom teacher
Three years of experience in instructional leadership roles

Major Responsibilities and Duties:

Instructional Management

1. Monitor instructional processes to ensure that program activities are related to outcomes and use findings to take corrective actions where necessary.
2. Provide instructional resources and materials needed to accomplish instructional goals.
3. Establish clear expectations for staff performance with regard to instructional strategies, classroom management, and communication with the public.
4. Foster collegiality and team building among staff members. Encourage their active involvement in decision-making process.

5. Solicit regular input from campus-level committee about planning, operation, supervision, and evaluation of campus education program. Include students and community representatives when appropriate.

School or Organization Improvement

6. Build a common vision for school improvement with staff. Direct planning activities and implement programs to ensure attainment of school's mission.
7. Establish campus performance objectives for Academic Excellence Indicators using the campus planning process and involving site-based decision making committee. Demonstrate campus progress using results to promote school improvement.
8. Provide opportunities for interactive communication with superintendent, staff, students, parents, and community.

Student Management

9. Act as campus behavioral coordinator in accordance with state laws and regulations.
10. Work with faculty and students to develop a student discipline management system that results in positive student behavior and enhances the school climate.
11. Ensure that school rules are uniformly applied and that student discipline is appropriate and equitable in accordance with Student Code of Conduct and student handbook.
12. Conduct conferences about student and school issues with parents, students, and teachers.

Management of Fiscal, Administrative, and Facilities Functions

13. Comply with district policies, state and federal laws, and regulations affecting schools.
14. Develop and administer campus budgets based on documented program needs and estimated enrollment ensuring that operations are cost effective and funds are managed wisely.
15. Compile, maintain, and file all reports, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbooks.
16. Manage use of school facilities. Oversee maintenance of facilities to ensure a clean, orderly, and safe campus.

[Secondary Principals: Direct and manage extracurricular and intramural programs including management of multiple activity funds.]

Personnel Management

17. Select, train, supervise, and evaluate staff and make recommendations relative to assignment, retention, discipline, and dismissal. Approve all personnel assigned to campus.

- 18. Observe employee performance, record observations, and conduct evaluation conferences with staff.
- 19. Coach staff and help them identify and develop appropriate professional growth opportunities as well as accomplish improvement goals.
- 20. Work with campus-level planning and decision-making committees to plan professional development activities.

School or Community Relations

- 21. Articulate the school’s mission to the community and solicit its support in realizing the mission.
- 22. Demonstrate awareness of school and community needs and initiate activities to meet those needs using appropriate and effective techniques to encourage community and parent involvement.

Other

- 23. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of staff assigned to campus including assistant principal(s), teachers, counselor(s), librarian(s), instructional aides, clerical support staff, and custodians.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals.

Posture: Frequent sitting and standing; occasional bending/stooping, pushing,/pulling, and twisting

Motion: Repetitive hand motions; frequent keyboarding and use of mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds); occasional physical restraint of students to control behavior

Environment: May work prolonged or irregular hours; work inside and outside (exposure to sun, heat, cold, and inclement weather), exposure to noise; occasional districtwide and statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Received by _____ Date _____

Job Title: Director of Athletics

Exemption Status/Test: Exempt/Executive

Reports to: Superintendent

Date Revised: 03/08/2021

Dept./School: Athletics

Primary Purpose:

Direct and manage the overall program of extracurricular and intramural athletics for the district. Provide each student with the opportunity to participate in an extracurricular athletic activity and ensure compliance with all federal, state, University Interscholastic League (UIL), and local requirements.

Qualifications:

Education/Certification:

Bachelor's degree from an accredited college or university, Master's degree preferred
Valid Texas teaching certificate

Special Knowledge/Skills:

Knowledge of overall operations of an athletic program
Knowledge of federal, state, and UIL policies governing athletics
Ability to implement policy and procedures
Ability to interpret data
Ability to manage budget and personnel
Excellent public relations, organizational, communication, and interpersonal skills
Ability to speak effectively before groups of students, parents, and staff

Experience:

5 years of teaching and coaching experience preferred

Major Responsibilities and Duties:

Program Planning and Instruction

1. Direct and manage the district's athletic program and facilities.
2. Plan, organize, and oversee all activities including practices, special events, and tournaments.
3. Establish and maintain physical and academic eligibility requirements for participation in each sport, and verify each athlete's eligibility.
4. Maintain an active program that promotes good sportsmanship and student development including the time, resources, and materials to support the accomplishment of department goals.
5. Obtain and use evaluative findings (including student achievement data) to gauge athletic program effectiveness and ensure that program renewal is continuous and responsive to student needs.

6. Require all subordinate coaches and model for them the use of a variety of instructional and coaching techniques to meet the needs and improve the abilities of student-athletes in all sports.
7. Take all necessary precautions to protect student-athletes, equipment, materials, and facilities.

Athletic Events

8. Manage district athletic operations including directing ticket sales, employing game officials, and ensuring preparation of facilities.
9. Assist with preparation and approve all interscholastic game schedules.
10. Approve or arrange transportation, lodging, and meals for out-of-town athletic events.
11. Oversee the process of cleaning, repairing, and storing all district athletic equipment including maintaining a current inventory of supplies, equipment, and fixed assets and recommending disposal and replacement of equipment.
12. Coordinate the use of all athletic facilities by nonschool groups.
13. Plan, organize, and oversee all athletic award programs.

Student Management

14. Implement district student management policies, communicate expected student behavior related to athletics, and ensure enforcement of student discipline in accordance with the Student Code of Conduct and Student Handbook.
15. Ensure appropriate supervision of student-athletes during all athletic events, both at-home and out-of-town.
16. Establish and maintain open lines of communication on vital issues with parents, students, and teachers.
17. Instruct and advise students on National Collegiate Athletic Association (NCAA) regulations with regard to academic requirements for scholarships and recruiting practices.

Policy, Reports, and Law

18. Implement the policies established by federal law, state law, State Board of Education rule, UIL rules, and local board policy in the area of athletics.
19. Compile, maintain, and file all reports, records, and other documents required.
20. Follow district safety protocols and emergency procedures.

Budget and Inventory

21. Develop and administer budget based on documented needs and ensure that operations are cost-effective and funds are managed wisely.
22. Maintain a current inventory of supplies and equipment and recommend disposal and replacement of equipment when necessary.

Personnel Management

23. Prepare, review, and revise job descriptions for the athletic department (as needed.)
24. Recruit, select, train, supervise, and evaluate all athletic department personnel and make recommendations relative to assignment, retention, discipline, and dismissal.
25. Develop training options and/or improvement plans for employees to ensure exemplary operation in the area of athletics.

Community Relations

26. Articulate the district's mission and goals in the area of athletics to the community and solicit its support in realizing the mission.
27. Demonstrate awareness of district and community needs, initiate activities to meet those needs, and use appropriate and effective techniques to encourage community and parent involvement.
28. Support athletic booster club activities.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of coaches and support staff.*

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including computer and peripherals and other instructional equipment

Posture: Frequent prolonged sitting

Motion: Repetitive hand motions; frequent keyboarding and use of a mouse; frequent driving

Lifting: Occasional light lifting (less than 15 pounds)

Environment: Frequent districtwide and statewide travel

Mental Demands: Maintain emotional control under stress; frequent prolonged and irregular hours

To meet the executive exemption test, the primary duty must be management **and the employee must supervise at least two full-time employees.*

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Board President _____ Date _____

Job Title: Technology Director

Exemption Status/Test: Exempt/Executive*
or Administrative

Reports to: Superintendent

Date Revised: 03/08/2021

Dept./School: Curriculum and Instruction

Primary Purpose:

Responsible for the overall management of the Information Technology Department and strategic planning of technology systems districtwide. Provide expertise and direction in the development, deployment, and use of information technology in the district.

Qualifications:

Education/Certification:

Bachelor's degree in computer science or related field

Special Knowledge/Skills:

Knowledge of computer network, hardware, and software applications

Knowledge of computer applications development and implementation

Ability to manage budget and personnel; coordinate district function; implement policy and procedure

Excellent organizational, communication, and interpersonal skills

Ability to interpret data

Experience:

Three years experience as a classroom teacher (preferred)

Three years experience in instructional leadership roles (preferred)

Major Responsibilities and Duties:

Technology and Information Management

1. Analyze complex business needs presented by schools and administrative departments, and develop and implement technical solutions. Explain technology solutions to senior management through presentation and advocacy.
2. Manage, direct, and assign priorities and personnel to major projects to ensure attainment of the district and department goals and objectives.
3. Develop and implement district standards and specifications for hardware and software use, and computer networking.
4. Devise, develop, implement, and maintain systems of internal controls, emergency and backup procedures, proper licensing, system upgrades, and disaster recovery plans to ensure the integrity of information, the security of databases, and internal network access control.

5. Oversee support between the education service center and district staff, including programming, application support, and end-user support.

Policy, Reports, and Law

6. Implement the policies established by federal and state law, State Board of Education rule, and local board policy in the area of information management and technology.
7. Compile, maintain, and file all reports, records, and other documents as required.
8. Participate in the research of and application for technology-related grants or revenue sources.
9. Follow district safety protocols and emergency procedures.

Budget and Inventory

10. Develop and administer the information technology budget based on documented needs, and ensure that operations are cost-effective and funds are managed wisely.
11. Coordinate the purchase of all computer hardware, software, and supplies; initiate purchase orders and bids in accordance with budgetary limitations and district policies.

Personnel Management

12. Prepare, review, and revise technology department job descriptions.
13. Select, train, supervise, and evaluate staff, and make recommendations relative to assignment, retention, discipline, and dismissal.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of information technology department employees.*

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment, including computer and peripherals

Posture: Prolonged sitting

Motion: Repetitive hand motions; frequent keyboarding and use of mouse

Lifting: Occasional light lifting and carrying (less than 15 pounds)

Environment: Work is primarily performed in an office environment with frequent districtwide and occasional statewide travel; occasional prolonged and irregular hours

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

**This position will not meet the executive exemption test if the employee supervises fewer than two full-time employees.*

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Received by _____ Date _____

Job Title: Instructional Coach/ CCMR Coordinator **Exemption Status/Test:** Exempt/Professional
Reports to: Curriculum Director or Campus Principal **Date Revised:** 03/08/2021
Dept./School: Curriculum and Instruction

Primary Purpose:

Provides coaching and support to classroom teachers to ensure the continuous development of instructional skills among assigned teachers. Coordinate and manage district college, career, and military readiness program (CCMR). Serve as instructional leader in the development and improvement of instructional programs in college, career, and military readiness program (CCMR).

Qualifications:

Education/Certification:

Master's degree from an accredited university
Valid Texas teaching certificate

Special Knowledge/Skills:

Knowledge of curriculum design and implementation
Working knowledge of federal and state code governing career and technology education
Ability to implement policy and procedures
Ability to interpret data and evaluate instructional programs and teaching effectiveness
Ability to develop and deliver training to adult learners
Strong organizational, communication, and interpersonal skills

Experience:

3-5 years teaching experience in subject area assigned

Major Responsibilities and Duties:

Staff Development

1. Work collaboratively with assigned classroom teachers to establish realistic and measurable objectives related to both the teacher's individual professional development and student learning.
2. Support the continuous professional growth and improvement of teacher instructional skills through coaching and collaborative problem-solving.
3. Observe classroom instruction and provide feedback and coaching to classroom teachers to facilitate improvement and innovation. Demonstrate teaching strategies with students in the classroom.
4. Assist in the planning and provide appropriate staff development for teachers, administrators, and staff.



5. Oversee the development of CCMR programs and ensure that curricular documents, instructional support materials, student assessment instruments, and admission criteria are in place for each program. Ensure that curriculum renewal is continuous and responsive to student needs.
6. Identify and define local job opportunities for students. Recruit employers to hire students and work with the district to make opportunities for experiential learning available.
7. Provide all campuses with career exploration and awareness resources and testing materials.
8. Evaluate the CCMR program effectiveness based on evaluative findings (including student achievement data) and recommend changes as needed.
9. Ensure that student progress is evaluated and that findings are used to make CCMR program more effective.

Instructional and Program Management

10. Work with teachers to analyze and interpret student data and use findings to develop and apply instructional strategies.
11. Develop curricular or behavioral support materials as needed.
12. Disseminate information regarding current research and significant developments on the state and national levels in the area assigned.

Communication and Community Support

13. Establish and maintain open lines of communication with parents, students, and teachers.
14. Assist students, parents, and teachers with career, college, military, and scholarship information.
15. Use appropriate and effective techniques to encourage community and parent involvement.

Other

16. Compile, maintain, and file all reports, records, and other documents required.
17. Implement the policies established by federal and state law, State Board of Education rule, and local board policy. Recommend sound policies to improve career and technology education.
18. Comply with policies established by federal and state law, State Board of Education rule, and local board policy.
19. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

None.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals

Posture: Prolonged sitting; occasional bending/stooping, pushing/pulling, and twisting

Motion: Repetitive hand motions, frequent keyboarding and use of a mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds)

Environment: Work inside; frequent districtwide travel; occasional statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Board President _____ Date _____

ACTION

April 12, 2021

Subject: Renew Probationary Contracts

Presented By: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Board Policy pages DAB (LOCAL), DC (LEGAL), DC (LOCAL), and DCA (LEGAL) outline hiring professional personnel. Board Policy pages DFE and DDFE (LOCAL) outline policy regarding professional employees' resignations.

ADMINISTRATIVE CONSIDERATION

Board Policy DFAB (LEGAL) states that a probationary contract employee may be terminated at the end of the contract period if the Board determines that such termination will serve the best interests of the District. Before any probationary contract employee is terminated, the Board shall give the employee notice. Such notice shall be given not later than the 10th day before the last day of instruction required under the contract.

BOARD ACTION REQUESTED

MOTION: "I move that the Board renew contracts of the probationary teachers presented by the Administration."

Approval/Disapproval.

Motion _____ Second _____ Results _____

WE ARE COMMUNITY



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NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400

April 7, 2021

It is my pleasure to recommend the following teachers for a one-year probationary contract for the 2021-22 school year.

Brooke Baker
Trece DeLeon
Jordan Estrada
Lisa Jackson

Sincerely,

Jim Weaver
NSHS Principal

WE ARE COMMUNITY



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NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400

April 6, 2021

It is my pleasure to recommend the following teachers for a one-year probationary contract for the 2021-2022 school year.

Cerise Black
Jennifer Boatright
Kevin Martinez
Shaley Trammell
Georgina Wright

Sincerely,

Anita VanAuken
Nixon – Smiley Middle School Principal

WE ARE COMMUNITY



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**NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400**

April 7, 2021

It is my pleasure to recommend the following teachers for a one year probationary contract for the 2021-2022 school year.

Maria Gamez
Tamra Gas-Poore'
Ashley Gonzales
Ashlee Rangel
Cali Snyder
Megan Tobar
Mackinley Zimmerle
Sarah Venglar

Sincerely,

Lundy Atkins
NSE Principal

WE ARE COMMUNITY



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**NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400**

April 5, 2021

It is my pleasure to recommend the following teacher for a one year probationary contract for the 2021-2022 school year.

David Mejia

Sincerely,

Shea Bird
DAEP Principal

ACTION

April 12, 2021

SUBJECT: Renew Term Contracts

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Board Policy pages DAB (LOCAL), DC (LEGAL), DC (LOCAL), and DCA (LEGAL) outline hiring professional personnel.

ADMINISTRATIVE CONSIDERATION

Board Policy DFBB (LEGAL) states that no later than the 10th day before the last day of instruction in a school year, the Board shall notify in writing each term contract employee whose contract is about to expire of its proposal to renew or not renew the contract. *Education Code 21.206*

BOARD ACTION REQUESTED

Review the information presented and discuss any item(s) requiring clarification.

MOTION: "I move that the Board offer term contracts to the employees presented by the Administration".

Approval/Disapproval

Motion_____ Second_____ Results_____

WE ARE COMMUNITY



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NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400

April 7, 2021

It is my pleasure to recommend the following teachers for a one-year term contract for the 2021-22 school year.

Kevin Auten
Clarence Bahlmann
Dawn Bergquist
Lisa Brown
Castillo, Julio
Marisol Contreras
Tonya Eppright
Kyle Houdmann
Tasha Janicek
Maria Jimenez
Erica Jones
Steve Lozano
Kevin Luedecke
Jennifer Morgan
Tracy Pantoja
Gracie Pooley
Cindy Scarbrough
Phyllis Stone
Laura Van Gundy
James Watkins
Sara White
Susan Williams
John Winsmann
Tara Wyrwich
Pablo Ybarra
Loraine Zuniga

Sincerely,

Jim Weaver
NSHS Principal
April 2, 2020

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NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400

April 6, 2021

It is my pleasure to recommend the following teachers for a one-year term contract for the 2021-2022 school year.

Tai Apisa
Melissa Baethge
Summer Beavers
Michael Billings
Douglas Boatright
Kristi Boatright
Darby Clardy
Jennifer Hines
Kimberly Holmes
Deanna Houston
Tasha Janicek
Brandon Lackorn
Cristina Leal
Steve Lozano
Kevin Luedecke
Lindsay Martin
Shayna Messenger
Greg Miller
Tabitha Miller
Tristina Mills
Karly Moss
Tracy Pantoja
Carolina Pena (Medina)
Dawn Risinger
Diana Smith
Arika Tausch
Shelly Trammell

Sincerely,

Anita VanAuken
Nixon – Smiley Middle School Principal

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**NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400**

April 7 , 2021

It is my pleasure to recommend the following teachers for a one year term contract for the 2021-2022 school year.

Marissa Aguilar
Melissa Audilet
Nikole Bilicek
Jenny Bosell
Courtney Bunch
Russell Camacho
Rosendo Flores
Haley Gordon
Suzanne Grant
Amanda Griffin
Trudy Harmon
Jennifer Johnson
Amy Lynn
Megan Martinez
Olga Montoya
Jennifer Nichols
Jenny Nugent
Rebekah Parker
Courtney Patteson
Tamatha Pecina
Kimberly Ramos
Maria Robinson
Casey Samford
Cynthia Stowers
Rafaela Valdez
Roxanne Villasana
Melissa Warzecha
Ashley Wynne

Sincerely,

Lundy Atkins
NSE Principal

WE ARE COMMUNITY



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**NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400**

April 5, 2021

It is my pleasure to recommend the following teacher for a one year term contract for the 2021-2022 school year.

San Juan Arias

Sincerely,

Shea Bird
DAEP Principal

NIXON-SMILEY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
800 Rancho Road
Nixon, Texas 78140-0400

WE ARE COMMUNITY



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April 7, 2021

To: Nixon-Smiley CISD Board of Trustees

I would like to recommend the following employees for a term contract for the 2021-2022 school year:

Whitney Gordon
Lisa Nixon

Respectfully submitted,

Jaci H. Wheat
NSCISD Special Education Director

INFORMATION

April 12, 2021

SUBJECT: Employment Reviews

PRESENTED BY: Cathy L. Lauer, Ph.D.

BACKGROUND INFORMATION

Board Policy pages DAB (LOCAL), DC (LEGAL), DC (LOCAL), DCA (LEGAL) outline hiring professional personnel. Board Policy pages DFE (LEGAL) and DFE (LOCAL) outline policy regarding professional employees' resignations.

ADMINISTRATIVE CONSIDERATION

The Administration receives applications from individuals who are seeking employment in the District. The Superintendent and principals check references of prospective employees and conduct interviews with applicants. Based on the references and interviews, recommendations are made to the Board.

1.

Resignation(s) received by the Administration are also presented to the Board for review.

1. Christina Canion – bus driver
2. Wanda Doty – HS science teacher (filled in for Sherry Hurley)
3. Molly Crosby – Elem teacher
4. Ventura Peralez – HS math teacher/coach
5. Mackinley Zimmerle – Elem teacher
6. Vanessa Dyer – HS aide

BOARD ACTION REQUESTED

Hear the information presented and ask for additional information as necessary.

Ventura Peralez, Jr
204 N Artesia Ave
Nixon, Tx 78140

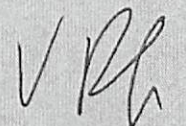
Mr. Jim Weaver
Nixon-Smilely High School
800 N Rancho Rd
Nixon, Tx 78140

Dear Mr. Weaver,

Please accept my resignation from my position as a Math teacher at Nixon-Smilely High School. I, Ventura Peralez, choose to not work at Nixon-Smilely CISD for the next school year, 2021-2022. I will finish this current school year (2020-2021), and will complete all assigned duties until the end of the school year, which ends on May 28th, 2021.

My students have given me great pleasure over the past year I have been here. I wish you all the best. If I can be of any assistance to you during the remainder of the term, please let me know.

Sincerely yours,



Ventura Peralez, Jr

3/26/21
accepted
Cathy L. Lawrence



JEFF VANAUKEN <vanaukenj@nixonsmiley.net>

Resignation

1 message

CHRISTINA CANION <canionc@nixonsmiley.net>
To: JEFF VANAUKEN <vanaukenj@nixonsmiley.net>

Fri, Mar 5, 2021 at 10:42 AM

Due to nixon smiley CISD making the decision to use my sick days. when the school sent me home because they thought my son had covid symptoms, when in fact he had a sinus infection. I had no choice to work or stay home. Instead of staying home for the full amount of time 14 days, nixon smiley CISD let me come back after 5 days. I was never sent the policy and had no idea that they would use my sick days. They told me it was my choice to get a COVID test, then later was told my son was supposed to get a covid test.. in which I never took him and we where released to go back to school after 5 days. I have 4 children in the school they took out of in-school and had to do remote learning. We where never given a choice. No one had fever at all. I am resigning from my position as a bus driver due to the fact that I was never informed of protocol and I think that you should not make up rules as you go along.

*accepted
Cathy Lawrence
3/5/21*

March 29, 2021

Dr. Cathy Lauer,

I wanted to inform you that after much consideration, I have decided to turn in my resignation. Please accept this letter as my formal notice of resignation.

I have thoroughly enjoyed the work environment and professional atmosphere. The management, direction, guidance, and counsel that I have received from you as well as our other leaders has been a source of great personal growth for me. The experience and knowledge that I have gained during my tenure with NSCISD will always be appreciated.

I wanted to thank you for the opportunities that have been extended to me while I have been here. And to let you know my resignation is in no way a reflection on you, the other leaders, or NSCISD.

Respectfully Submitted,

Vanessa Dyer

*accepted 3/31/21
Cathy L. Lauer*

Mackinley Zimmerle
mackinleyzimmerle@gmail.com 210-531-6667
113 Hillcrest Dr. La Vernia, TX 78121

March 24, 2021

Nixon Smiley Consolidated Independent School District
800 N Rancho Rd.
Nixon, TX 78140

Dear Dr. Lauer,

Please accept this letter as my formal resignation from the 2nd grade teaching position at the conclusion of the 2020-2021 school year.

This announcement comes with a heavy heart, as I have genuinely enjoyed my time at Nixon Smiley Elementary. This position has been one of the most rewarding work experiences. I am deeply appreciative of the numerous opportunities to build skills in numerous areas.

In July, I will be moving out of state as my soon to be husband starts his career in the United States Air Force. I am excited for this new chapter, but will miss my teammates and the relationships I've built the last two years.

Once again, thank you so much for the opportunity to be a part of Nixon Smiley CISD.

Sincerely,

Mackinley Zimmerle

Mackinley Zimmerle

*3/30/21
accepted
Cathy Lauer PhD*

MOLLY CROSBY

mollycrosby11@gmail.com

1605 Gateshead Drive • Seguin, Texas 78155 • (936) 827-3093

March 23, 2021

Nixon-Smiley Consolidated Independent School District
800 N. Rancho Road
Nixon, Texas 78140

Dear Dr. Lauer,

Please accept this letter as a formal resignation from my position as a 2nd grade teacher at Nixon-Smiley Elementary School on my last duty day for the 2020-2021 school year.

I have greatly enjoyed all of my time working for this school district, and receiving the opportunity to be apart of a strong community of educators and staff. Thank you for the growth and development that you have provided me during my time as a teacher at your school district.

Please let me know if I can be of any assistance during this transition period.

Sincerely,



Molly E. Crosby

*accepted
3-25-2021
Cathy Lauer PhD*

Wanda K Doty
140 Guadalupe Ranch Ln
Seguin, Texas 78155

March 12, 2021

Jim Weaver
Principal
Nixon-Smiley High School
800 N. Rancho Road
Nixon, Texas 78140

Dear Mr. Weaver:

It is with mixed feelings that I give notice of my resignation as a NSHS science teacher. My final day will be April 23, 2021.

This decision was made for personal reasons and not because I have been unhappy. I have enjoyed my short time back in the classroom. I have tried to give students an authentic learning experience in the classroom and regret not finishing the year with them, but personal issues must take precedence.

If there is anything I can do to reduce the stress of transitioning the teaching responsibilities to the next teacher, please feel free to let me know. I will help in whatever capacity I can.

Thank you for the opportunity to once again facilitate learning for science students.

Sincerely,
Wanda K Doty

*Callie J. Gauriel
- accepted
March 22, 2021*