

Agenda of Regular Meeting

The Board of Trustees Ector County Independent School District

A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held July 21, 2020, beginning at 6:00 PM Administration Building Board Room, 802 N. Sam Houston, Odessa, TX 79761.

ECISD is taking steps to protect against the spread of COVID-19 with staff and in our community. All are required to stop at the front desk, have your temperature taken, and answer screening questions prior to accessing building. Visitors are *required* to wear face mask. The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags
4. Invocation
5. Opening Remarks by Superintendent
6. Public Comment
7. Action Items
 - A. Discussion of and Request for Approval of the Selection Process to Fill the Ector County ISD Position 4 Board of Trustee Vacancy for the Remainder of Current Term
 - B. Discussion of and Request for Approval of Purchases over \$50,000
 - C. Discussion of and Request for Approval of Budget Amendment #1
 - D. Discussion of and Request for Approval of Revisions to DC(LOCAL) Employment Practices
 - E. Discussion of and Request for Approval of Revisions to DEC(LOCAL) Compensation and Benefits: Leaves and Absences
 - F. Discussion of and Request for Approval of Revisions to EIC(LOCAL) Academic Achievement: Class Rankings
 - G. Discussion of and Request for Approval of Revisions to FNF(LOCAL) Student Rights and Responsibilities: Investigations and Searches
 - H. Discussion of and Request for Approval of the 2020-2021 Student Code of Conduct
8. Consent Agenda
 - A. Request for Approval of Minutes
 - B. Request for Approval of Bills for Payment
 - C. Request for Approval of Resolution Amending Authorized Representatives
 - D. Request for Approval of Resolution of the Board to Designate Investment Officer(s)

- E. Request for Approval of Memorandum of Understanding between Ector County ISD and TEA's Texas College Bridge Program
 - F. Request for Approval of Waiver for TXVSN Course Review and/or Teacher Professional Development Requirements
 - G. Request for Approval of Parent Notice Requirements for Students at Risk of Failure Waiver
 - H. Request for Approval of School Nutrition Meal Prices for 2020-2021 and New Meal Charging Policy
 - I. Request for Approval of Ector County ISD Hazardous Traffic Area Designation
 - J. Request for Approval of AVID Contracts for All ECISD Campuses and AVID Excel for Bonham, Bowie, Crockett, Nimitz and Wilson & Young for 2020-2021
 - K. Request for Approval of Interlocal Agreement between Ector County ISD and Communities in Schools of the Permian Basin
 - L. Request for Approval of Application for Optional Flexible School Day Program (OFSDP) 2020-2021
 - M. Request for Approval of the 2020-2021 T-TESS and T-PESS Appraisal Calendars
 - N. Request for Approval of the 2020-2021 T-TESS Appraiser List
 - O. Discussion of and Request for Approval of the 2020-2021 Synchronous Instruction Attestation
9. Report/Discussion Items
- A. Equity Task Force Report and Recommendations
 - B. Discussion of ECISD's Opening of School Plans
10. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the District; or hear a complaint or charge against an officer or employee.] (Board will deliberate the hiring of Campus Principals for Reagan Elementary and Bowie Middle School)
- A. Request for Approval of Personnel Recommendation
11. Information Items
- A. Acknowledgement of Donations
 - B. Financials
 - C. Purchasing Report
 - D. Routine Personnel Report
 - E. Student Handbook
12. Closing Remarks by Superintendent
13. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapter D and E or Texas Government Code section 418.183(f). 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. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

Thursday, July 16, 2020 by 6:00 p.m.

For the Board of Trustees



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Scott Muri, Superintendent of Schools

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE SELECTION PROCESS TO FILL THE ECTOR COUNTY ISD POSITION 4 BOARD OF TRUSTEE VACANCY FOR THE REMAINDER OF CURRENT TERM

DATE: July 21, 2020

The Board of Trustees will discuss the selection process of filling Position 4 Board of Trustee vacancy for the remainder of current term, which ends May 2021.

Administrative Recommendation:

Approve selection process to fill the Ector County ISD Position 4 Board of Trustee Vacancy for the remainder of the current term as presented.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: REQUEST FOR APPROVAL OF PURCHASES OVER \$50,000

DATE: July 21, 2020

As Required by Board Policy CH (Local), attached is a list of contracts/projects to be awarded by purchase orders once approved. (If no purchase over \$50,000 is attached, the agenda item is retained should a purchase item occur between the agenda posting deadline and the Board meeting). Listed below are the purchase requests that meet this requirement this month.

	VENDOR	SERVICE/PRODUCT	ESTIMATED CONTRACT PRICE	FUNDING
1	AVID	AVID Membership	\$124,085	Local Funds
2	MNC Superior Pools	RFPP #20-02 Swimming Pool Renovation for Ector College Prep	\$552,381	Local Funds
3	Atmos Energy	Natural Gas Services	\$350,000	Local Funds
4	City of Odessa	Water & Sewage Services	\$1,910,000	Local Funds

5	Ector County Utility District	Water & Sewage Services	\$90,000	Local Funds
6	Atkins, Hollman, Jones & Peacock	Attorney Legal Fess	\$300,000	Local Funds
7	Garda	Armored Car Services	\$80,000	Local Funds
8	Ector County Appraisal District	Tax Appraisal & Collection	\$2,184,733	Local Funds
9	College Board	PSAT/AP SAT/NMSQT Exams	\$311,362	Local Funds
10	Peak Roofing	Bid #20-11SI Bonham MS Roof & Replacement	\$3,056,800	Local Funds
11	L Wallace Construction	Bid #20-10SI Gonzales Roof & Replacement	\$1,379,081	Local Funds
12	FW Walton	Bid #20-12SI Wilson & Young MS Roof & Replacement	\$3,467,160	Local Funds
13	TNTP	RFP #20-09 PD for 1 st and 2 nd Year AP's	\$98,500	Local Funds
14	TNTP & Big Rock Educational	RFP #20-10 PD for & Job Embedded Coaching for Campus Principals	\$1,000,400	Local & Federal Funds
15.	eLuma, LLC	RFQ #20-001 Virtual Speech Therapy	\$152,099.28	Local Funds



1. AVID

This membership fee pays for the use of all AVID products and services for all AVID campuses. This fee covers curriculum, resources, professional learning, district support, and access to networks of learning opportunities. AVIS is a sole source for this program.

2. MNC Superior Pools

MNC Superior pools was the low bid out of two bids received. MNC's total proposal for the project is \$552,381. The project is scheduled for completion in 80 days. This project will consist of complete swimming pool plumbing replacement, swimming pool shell replacement, and total replacement of swimming pool equipment. MNC Superior pools is the same company that completed the PHS pool renovation.

3. Atmos Energy

Vendor provides natural gas service for all ECISD buildings. \$350,000 has been budgeted for this service for 2020-2021.

4. City of Odessa

Vendor provides water & sewage services for ECISD buildings within Ector County. \$1,910,000 has been budgeted for this service for 2020-2021.

5. Ector County Utility District

Vendor provides water & sewage services for Murry Fly, Buddy West, Cavazos & Downing. \$90,000 has been budgeted for this service for 2020-2021.

6. Atkins, Hollman, Jones & Peacock, LLP

Estimated fees for attorney legal services. \$300,000 has been budgeted for 2020-2021.

7. Garda

Vendor provides armored car services for ECISD campuses and finance department. They pickup deposits and deliver throughout the week. \$80,000 has been budgeted for 2020-2021.

8. Ector County Appraisal District

Vendor provides tax appraisal & collection services for the district. \$2,184,733 has been budgeted for 2020-2021.

9. College Board

District pays for or helps to pay for any student that wishes to take the PSTA/AP/SAT/NMSQT exams. \$311,362 has been budgeted for 2020-2021.

10. Peak Roofing

Peak Roofing was the low bid out of seven bids received. Peak Roofing's total proposal for the project is \$3,056,800.

11. Wallace Construction

Wallace Construction was the low bid out of seven bids received. Wallace Construction's total proposal for the project is \$1,379,081.

12. FW Walton Dallas, LLC

FW Walton Dallas was the low bid out of six bids received. FW Walton Dallas's total proposal for the project is \$3,467,160.

13. TNTP

TNTP will partner with ECISD to conduct an Assistant Principal Academy targeting monthly personalized training sessions to first- and second-year assistant principals. TNTP's total proposal for the project is \$98,500. Seven (7) proposals were submitted for this RFP.

14. TNTP & Big Rock Educational

TNTP will support the and secondary leaders for estimated cost of \$500,400 and Big Rock Educational will support elementary leaders for an estimated cost of \$500,000. Eight (8) proposals were submitted for this RFP.

15. eLuma, LLC

eLuma, LLC will provide virtual speech therapy for special education students. eLuma's total proposal for the project is \$152,099.28. Fourteen (14) proposals were submitted for this proposal.

Administrative Recommendation:
Approval of Purchases over \$50,000



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2020-2021 BUDGET AMENDMENT #1**

DATE: July 16, 2020

Attached is a summary of the recommended Budget Amendment #1 for the 2020-2021 budget.

The net result of the amendment is as follows:

Net Decrease in Fund Balance – General Fund (\$943,651)

Please be advised, these are changes in estimated budgeted funds, to fund Odessa High School pool renovation and Permian High School baseball restroom.

Administrative Recommendation:

Approval of 2020-21 Budget Amendment #1.

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
FINANCE DEPARTMENT
ODESSA, TEXAS**

MEMORANDUM

TO: Deborah Ottmers
FROM: Albessa Chavez
DATE: July 16, 2020
RE: Budget Amendment #1, Fiscal Year 2020-2021

General Fund:

	<u>Appropriations</u>
Odessa High School pool renovation	\$552,381
Permian High School baseball restroom	<u>391,270</u>
Increase in Appropriations	<u>943,651</u>
Net Decrease in Fund Balance - General Fund	<u><u>(943,651)</u></u>



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Stephanie Howard, Deputy Superintendent

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO DC(LOCAL) EMPLOYMENT PRACTICES

DATE: July 21, 2020

ECISD would like to request the Board to approve the revisions to DC(LOCAL) Employment Practices. This revisions to DC(LOCAL) changes the Board's level of approval for employment of Contractual employees. With this revision, principals, executive directors and up would be brought to the Board for approval.

Administrative Recommendation:

Approval of the Revisions to DC(LOCAL) Employment Practices

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Filling Vacancies

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any vacancy.

The recruitment and processing of all applicants shall include online applications, personal interviews, investigative follow-up, and a thorough and comprehensive review of the applicant's character, training, and experience.

Applicants

All applicants shall complete the online application that is made available by the District. Information contained in applications for professional certified positions shall be verified before a contract is offered, and information contained in applications for service positions shall be verified before hiring or as soon as possible thereafter.

[For information related to the evaluation of criminal history records, see DBAA.]

Selection and Employment

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

Employment of Contractual Personnel

The Board retains final authority for employment of campus principals and all other contractual personnel in leadership positions at ~~the executive director level and above a pay grade equal to or higher than that of campus principal.~~

The Board delegates to the Superintendent final authority for employment of all other contractual employees. The Superintendent shall report to the Board all hiring conducted under this authority.

The ~~executive director assistant superintendent~~ of human resources shall have authority to offer employment contracts to prospective teachers during the recruiting season(s) up to a number to be authorized annually by the Superintendent or designee.

[See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis.
[See DCD]

EMPLOYMENT PRACTICES

DC
(LOCAL)

**Authorization for
Temporary
Employees**

Temporary employees may be employed by the District to accomplish special tasks or to manage seasonal peaks in workload. A temporary employee will be assigned to a nonpermanent position for a period of time needed to complete the tasks. Temporary employees shall not be entitled to District fringe benefits such as health insurance, paid leave, or payroll deduction.

The Superintendent shall establish guidelines for the employment of temporary personnel.

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Stephanie Howard, Deputy Superintendent

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO DEC(LOCAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

DATE: July 21, 2020

ECISD would like to request the Board to approve the revisions to TASB Board Policy DEC(LOCAL) Compensation and Benefits: Leaves and Absences. These changes clarify Reimbursement for Leave Upon *Separation* and provide information on the terms and conditions for Special *Leave of Absence*.

Administrative Recommendation:

Approval of Revisions to TASB Board Policy DEC(LOCAL) Compensation and Benefits: Leaves and Absences.

PROPOSED REVISIONS, Draft #3 - 6-18-2020

Definitions

Family

The term "immediate family" is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Recording

Leave shall be recorded as follows:

1. Leave shall be recorded in half-day increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995-96 school year.
3. State personal leave.

**Concurrent Use of
Leave**

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations

Request for Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

Local Leave

Beginning July 1, 2020, all full-time employees shall earn paid local leave days per school year in accordance with the following:

Duty schedule	Local leave days earned
Up to 187 days (10.0 months)	5.0
197 days (10.5 months)	5.5
207 days (11.0 months)	6.0
217 days (11.5 months)	6.5
227 days or more (12.0 months)	7.0

Accumulation of local leave shall be based on the number of days in the employee's annual duty schedule. When unused local leave is combined with accumulated state leave, the total shall not exceed one-half of the total number of days in the employee's annual duty schedule.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year. [See DEC(LEGAL)]

Sick Leave Pool

An employee who has exhausted all paid leave and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate only local leave

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

All decisions regarding the establishment or implementation of the District's sick leave pool may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

**Family and Medical
Leave**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Twelve-Month
Period

Combined Leave for
Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

Intermittent or
Reduced Schedule
Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]

Certification of
Leave

If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]

Fitness-for-Duty
Certification

If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.

End of Semester
Leave

If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester]

Failure to Return

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Temporary Disability
Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Accrued Leave
Benefits**

~~Accrued leave benefits shall be calculated using state and local leave accumulated as an employee of the District. Upon retirement with a minimum of five years, or resignation after completing 20 years, of employment with the District, an employee shall be eligible for accrued leave benefits under the following conditions:~~

- ~~1. Hourly position employees not working a scheduled 40-hour week are not eligible to be paid for accrued leave.~~
- ~~2. Any employee not mentioned above who retires after completing five consecutive years or resigns after completing 20 years of service with the District shall be paid for accrued leave. Accrued leave shall be computed at one-half the daily rate at the time of retirement or resignation times the number of accrued leave days, which shall not exceed one-half the number of working days in an annual contract. In order to receive payment for unused leave, retirement must occur at the end of the employee's contract or work year, or when retirement is necessitated by a medical disability as approved by~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~the Teacher Retirement System (TRS). Exceptions must receive approval from the Superintendent.~~

- ~~3. No benefits shall be calculated on a salary schedule exceeding that of a regular teacher's salary schedule.~~

~~Upon the death of an employee, these benefits shall be payable to his or her heirs.~~

**Reimbursement for
Leave Upon
Separation**

The following leave provisions shall apply to state and local leave earned beginning on September 28, 1992, the original effective date of this program and applicable provisions, below.

Beginning July 1, 2020, an employee who separates from employment with the District shall be eligible for reimbursement for state and local leave, accumulated as an employee of the District under the following conditions:

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged, terminated, or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Contract employees must provide written notice at least 45 days before the last day of instruction. Non-contract employees must provide written notice at least two weeks before the last day of employment.
3. The employee retiring must have a minimum of five consecutive years at the District or the employee resigning must have at least 20 consecutive years of employment with the District.

Unused leave shall be computed at one-half the daily rate at the time of retirement or resignation times the number of accrued leave days, which shall not exceed one-half the number of working days in an annual contract. In order to receive payment for unused leave, retirement or resignation must occur at the end of the employee's contract or work year, or when retirement is necessitated by a medical disability as approved by the Teacher Retirement System (TRS). Exceptions must receive approval from the Superintendent.

The computation of unused leave benefit shall be based on the employee's current salary schedule. No benefits shall exceed a teacher salary schedule adopted by the Board for that year.

Upon the death of an employee, these benefits shall be payable to his or her heirs.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Special Leave of
Absence

Any District employee with at least five years of service with the District may be granted a one-year special leave of absence. Each request shall be considered on a case-by-case basis.

An employee shall submit an application stating the nature of the leave and purposes for which leave is requested. If the request for leave is granted, it shall be subject to the following conditions:

1. The special leave of absence shall be granted for no more than one year.
2. Upon return the employee shall be reinstated any accrued leave that was available as of the beginning of the employee's leave of absence.
3. Reassignment, if available, shall be made to the same position held at the time the leave of absence was granted.

By March 1 of the year of the leave of absence, the employee on leave must state in written form his or her intentions to return to the District. Such statements must be sent by certified mail with a return receipt requested. The employee shall return to the position to which he or she was assigned at the time of the leave of absence, if a position is available. Otherwise, the employee shall be considered an excess employee with placement at another District location. Failure to comply with this policy ~~shall~~ may result in disciplinary action, including termination of employment. [See DF series]

**Board Resolution for
Emergency Closure
Leave**

The Board shall adopt a resolution or take other Board action establishing the purpose and parameters for emergency closure leave.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Stephanie Howard, Deputy Superintendent

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO EIC(LOCAL) ACADEMIC ACHIEVEMENT: CLASS RANKINGS

DATE: July 21, 2020

ECISD would like to request the Board to approve the revisions to TASB Board Policy EIC(LOCAL) Academic Achievement: Class Rankings. The “Pre-AP” name has been removed due to the cost associated with using the “Pre-AP” name. All of the courses formerly titled “Pre-AP” will now be called Honors.

Administrative Recommendation:

Approval of Revisions to EIC(LOCAL) Academic Achievement: Class Rankings.

Note: The following provisions shall apply to students in the graduating class of 2017, 2018, 2019, and 2020.

Consistent Application for Graduating Class

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

The District shall recalculate the rank and cumulative grade point average (GPA) of students in grades 9–11 in August and after January 15 of each year. The GPAs of students graduating in the current school year shall be recalculated in August, after January 15, after the fifth six-week period, and at the end of the second semester.

The target dates for recalculations shall be determined prior to the beginning of each school year. Rank and GPA calculations for students in grades 7–8 shall not be calculated or archived unless the students are taking courses for high school credit.

Weighted Grade System

The District shall categorize and weight eligible courses as Tier One, Tier Two, and Tier Three in accordance with provisions of this policy and as designated in appropriate District publications.

Categories

Tier One

Eligible general education courses shall be categorized and weighted as Tier One courses.

Tier Two

Eligible Pre-Advanced Placement (Pre-AP), courses, IH, and dual non-core courses shall be categorized and weighted as Tier Two courses.

Tier Three

Eligible AP, International Baccalaureate (IB), and dual core courses shall be categorized as Tier Three courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following chart and shall calculate a weighted GPA:

Grade	Tier One	Tier Two	Tier Three
100	5.00	6.00	6.50
99	4.90	5.88	6.37
98	4.80	5.76	6.24
97	4.70	5.64	6.11
96	4.60	5.52	5.98
95	4.50	5.40	5.85
94	4.40	5.28	5.72
93	4.30	5.16	5.59
92	4.20	5.04	5.46

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Grade	Tier One	Tier Two	Tier Three
91	4.10	4.92	5.33
90	4.00	4.80	5.20
89	3.90	4.68	5.07
88	3.80	4.56	4.94
87	3.70	4.44	4.81
86	3.60	4.32	4.68
85	3.50	4.20	4.55
84	3.40	4.08	4.42
83	3.30	3.96	4.29
82	3.20	3.84	4.16
81	3.10	3.72	4.03
80	3.00	3.60	3.90
79	2.90	3.48	3.77
78	2.80	3.36	3.64
77	2.70	3.24	3.51
76	2.60	3.12	3.38
75	2.50	3.00	3.25
74	2.40	2.88	3.12
73	2.30	2.76	2.99
72	2.20	2.64	2.86
71	2.10	2.52	2.73
70	2.00	2.40	2.60
Below 70	0.00	0.00	0.00

Transferred Grades

When a student transfers semester grades for courses that would be eligible under the Tier One category and the District has accepted the credit, the District shall include the grades in the calculation of class rank. When a student transfers semester grades for courses that would be eligible to receive additional weight under the District’s weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

Local Graduation Honors

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fifth six-week period of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District’s eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Valedictorian and
Salutatorian

The valedictorian and salutatorian shall be the eligible students who have completed the foundation program with the distinguished level or achievement or the foundation program with a least one endorsement with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must have been continuously enrolled in the District high school for the two school years immediately preceding graduation.

Breaking Ties

In case of a tie in weighted GPAs, the District shall apply the following methods, in this order, to determine recognition as valedictorian or salutatorian:

1. Compute the weighted numerical grade average to a sufficient number of decimal places until the tie is broken.
2. Compare the total number of AP and IB courses by each student involved in the tie, including AP courses that were not eligible for the original calculation of weighted GPAs. The student with the greatest number shall receive the highest honor.
3. Calculate the student's GPA, computed to the hundred-thousandths place, using only AP and IB courses, including AP courses that were not eligible for the original calculation of weighted GPAs.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

Note: The following provisions shall apply to students beginning with the graduating class of 2021.

**Consistent
Application for
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

The District shall recalculate the rank and cumulative GPA of students in grades 9–11 in August and after January 15 of each year. The GPAs of students graduating in the current school year shall be recalculated in August, after January 15, and at the end of the second semester.

The target dates for recalculations shall be determined prior to the beginning of each school year. Rank and GPA calculations for students in grades 7–8 shall not be calculated or archived unless the students are taking courses for high school credit.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Calculation The District shall include in the calculation of class rank semester grades earned in high school credit courses taken in the following subject areas only: English, mathematics, science, social studies, languages other than English, and all IB courses.

The calculation shall include failing grades.

Exclusions The calculation of class rank shall exclude grades earned in the non-IB electives. Courses that are not IB, core, or languages other than English shall be ineligible for GPA computation.

Weighted Grade System The District shall categorize and weight eligible courses as Tier One, Tier Two, and Tier Three in accordance with provisions of this policy and as designated in appropriate District publications.

Categories

Tier One

Eligible general core and languages other than English courses shall be categorized and weighted as Tier One courses.

Tier Two

Eligible ~~Pre-AP~~, **Honors**, IH, and dual core courses; ~~Pre-AP~~, **Honors**, IH, and dual languages other than English courses; and IH non-core courses shall be categorized and weighted as Tier Two courses.

Tier Three

Eligible AP and IB courses, IB non-core, and AP and IB languages other than English courses shall be categorized as Tier Three courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following chart and shall calculate a weighted GPA:

Grade	Tier One	Tier Two	Tier Three
100	4.0	4.5	5.0
99	3.9	4.4	4.9
98	3.8	4.3	4.8
97	3.7	4.2	4.7
96	3.6	4.1	4.6
95	3.5	4.0	4.5
94	3.4	3.9	4.4
93	3.3	3.8	4.3
92	3.2	3.7	4.2
91	3.1	3.6	4.1
90	3.0	3.5	4.0
89	2.9	3.4	3.9
88	2.8	3.3	3.8
87	2.7	3.2	3.7
86	2.6	3.1	3.6
85	2.5	3.0	3.5

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Grade	Tier One	Tier Two	Tier Three
84	2.4	2.9	3.4
83	2.3	2.8	3.3
82	2.2	2.7	3.2
81	2.1	2.6	3.1
80	2.0	2.5	3.0
79	1.9	2.4	2.9
78	1.8	2.3	2.8
77	1.7	2.2	2.7
76	1.6	2.1	2.6
75	1.5	2.0	2.5
74	1.4	1.9	2.4
73	1.3	1.8	2.3
72	1.2	1.7	2.2
71	1.1	1.6	2.1
70	1.0	1.5	2.0
Below 70	0.00	0.00	0.00

Transferred Grades When a student transfers semester grades for courses that would be eligible under the Tier One category and the District has accepted the credit, the District shall include the grades in the calculation of class rank. When a student transfers semester grades for courses that would be eligible to receive additional weight under the District’s weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

Local Graduation Honors For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fall semester of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District’s eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and Salutatorian The valedictorian and salutatorian shall be the eligible students who have completed the foundation program with the distinguished level of achievement or the foundation program with at least one endorsement with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must

have been continuously enrolled in the District high school for the two school years immediately preceding graduation.

Breaking Ties

In case of a tie in weighted GPAs, the District shall apply the following methods, in this order, to determine recognition as valedictorian or salutatorian:

1. Compute the weighted numerical grade average to a sufficient number of decimal places until the tie is broken.
2. Compare the total number of AP and IB courses by each student involved in the tie, including AP courses that were not eligible for the original calculation of weighted GPAs. The student with the greatest number shall receive the highest honor.
3. Calculate the student's GPA, computed to the hundred-thousandths place, using only AP and IB courses, including AP courses that were not eligible for the original calculation of weighted GPAs.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

Note: The following provisions shall apply to students beginning with the graduating Class of 2024.

**Consistent
Application for
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

The District shall recalculate the rank and cumulative GPA of students in grades 9–11 in August and after January 15 of each year. The GPAs of students graduating in the current school year shall be recalculated in August, after January 15, and at the end of the second semester.

The target dates for recalculations shall be determined prior to the beginning of each school year. Rank and GPA calculations for students in grades 7–8 shall not be calculated or archived unless the students are taking courses for high school credit.

Calculation

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken in the following subject areas only: English, mathematics, science, social studies, languages other than English, and all IB courses.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in the non-IB electives. Courses that are not IB, core, or languages other than English shall be ineligible for GPA computation.

Weighted Grade System

The District shall categorize and weight eligible courses as Tier One, Tier Two, and Tier Three in accordance with provisions of this policy and as designated in appropriate District publications. Eligible core courses considered are English, math, science, social studies, and languages other than English.

Categories

Tier One

Eligible general core and languages other than English courses shall be categorized and weighted as Tier One courses.

Tier Two

Eligible dual core courses and dual languages other than English courses shall be categorized and weighted as Tier Two courses.

Tier Three

Eligible Core Honors, IH, AP and IB courses, IB non-core, and Honors, IH, AP and IB languages other than English courses shall be categorized as Tier Three courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following chart and shall calculate a weighted GPA:

Grade	Tier One	Tier Two	Tier Three
100	4.0	4.5	5.0
99	3.9	4.4	4.9
98	3.8	4.3	4.8
97	3.7	4.2	4.7
96	3.6	4.1	4.6
95	3.5	4.0	4.5
94	3.4	3.9	4.4
93	3.3	3.8	4.3
92	3.2	3.7	4.2
91	3.1	3.6	4.1
90	3.0	3.5	4.0
89	2.9	3.4	3.9
88	2.8	3.3	3.8
87	2.7	3.2	3.7
86	2.6	3.1	3.6
85	2.5	3.0	3.5
84	2.4	2.9	3.4
83	2.3	2.8	3.3
82	2.2	2.7	3.2
81	2.1	2.6	3.1
80	2.0	2.5	3.0

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Grade	Tier One	Tier Two	Tier Three
79	1.9	2.4	2.9
78	1.8	2.3	2.8
77	1.7	2.2	2.7
76	1.6	2.1	2.6
75	1.5	2.0	2.5
74	1.4	1.9	2.4
73	1.3	1.8	2.3
72	1.2	1.7	2.2
71	1.1	1.6	2.1
70	1.0	1.5	2.0
Below 70	0.00	0.00	0.00

Transferred Grades When a student transfers semester grades for courses that would be eligible under the Tier One category and the District has accepted the credit, the District shall include the grades in the calculation of class rank. When a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

Local Graduation Honors For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fall semester of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and Salutatorian The valedictorian and salutatorian shall be the eligible students who have completed the foundation program with the distinguished level of achievement or the foundation program with at least one endorsement with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must have been continuously enrolled in the District high school for the two school years immediately preceding graduation.

Breaking Ties In case of a tie in weighted GPAs, the District shall apply the following methods, in this order, to determine recognition as valedictorian or salutatorian:

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

1. Compute the weighted numerical grade average to a sufficient number of decimal places until the tie is broken.
2. Compare the total number of AP and IB courses by each student involved in the tie, including AP courses that were not eligible for the original calculation of weighted GPAs. The student with the greatest number shall receive the highest honor.
3. Calculate the student's GPA, computed to the hundred-thousandths place, using only AP and IB courses, including AP courses that were not eligible for the original calculation of weighted GPAs.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Stephanie Howard, Deputy Superintendent

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO FNF (LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: INVESTIGATIONS AND SEARCHES

DATE: July 21, 2020

The Board of Trustees are asked to approve the modification of Board Policy FNF (LOCAL) Student Rights and Responsibilities: Investigations and Searches. The section “Drug Testing of Students Suspected to be Under the Influence” is being recommended for deletion. The following are concerns about drug testing students:

1. Any student who is suspected of engaging in any drug or alcohol offense, found to be under the influence, or suspected of being under the influence must take a drug or alcohol test as soon as possible, at a Substance Abuse and Mental Health Services Administration certified laboratory at the parent’s expense.
2. The current cost of a drug test is \$35.00.
3. The District interprets a refusal to cooperate for a drug test by the student or parent as a presumption of guilt.
4. When the student or parent refuses to take a drug test, we consider it a mandatory DAEP placement to the Alternative Education Center.
5. Loss of learning and attendance for the student due to drug testing not being completed as soon as possible and/or the transition from home campus to AEC.

Administrative Recommendation:

Approval of the Revisions to Board Policy FNF(LOCAL).

STUDENT RIGHTS AND RESPONSIBILITIES
INVESTIGATIONS AND SEARCHES

FNF
(LOCAL)

**Questioning
Students**

District officials may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students may not refuse to answer questions based on a right not to incriminate themselves.

For provisions pertaining to student questioning by law enforcement officials or other state or local governmental authorities, see GRA(LOCAL).

District Property

Desks, lockers, District-provided technology, and similar items are the property of the District and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in District property. Students shall be fully responsible for the security and contents of District property assigned to them. No student shall place or keep in a desk, locker, District-provided technology, or similar item any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be responsible for any prohibited item found in District property provided to the student.

Searches in General

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

**Reasonable-
Suspicion Searches**

Searches should be reasonable at their inception and in scope. If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a District official may conduct a search in accordance with law and District regulations.

**Suspicionless
Searches**

For purposes of this policy, a suspicionless search is a search carried out based on lawful security procedures, such as metal detector searches.

***Metal Detector
Searches***

In order to maintain a safe and disciplined learning environment, the District reserves the right to subject students to metal detector searches when entering a District campus and at off-campus, school-sponsored activities.

STUDENT RIGHTS AND RESPONSIBILITIES
INVESTIGATIONS AND SEARCHES

FNF
(LOCAL)

Use of Trained Dogs

The District reserves the right to use trained dogs to conduct screening for concealed prohibited items. Such procedures shall be unannounced. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item or an area, it may be searched by District officials.

~~Drug Testing of
Students Suspected to
Be Under the
Influence~~

~~The District shall require a student to submit to an alcohol or drug screen/test when a school official has reasonable suspicion to believe the student is under the influence of marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage. Testing shall be pursuant to administrative regulations.~~



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Stephanie Howard, Deputy Superintendent

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2020-2021
STUDENT CODE OF CONDUCT**

DATE: July 21, 2020

The Board of Trustees are asked to approve the ECISD 2020-2021 Student Code of Conduct. The Student Code of Conduct was not revised this year, as it is a non-legislative year.

Administrative Recommendation:

Approval of the ECISD 2020-2021 ECISD Student Code of Conduct.



Student Code of Conduct

2020-2021 School Year

Dr. Scott Muri, Superintendent of Schools

802 N. Sam Houston

Odessa, Texas 79761

(432) 456-0000

www.ectorcounttyisd.org

Table of Contents

ECISD Student Code of Conduct	3
Accessibility	3
Purpose	3
School District Authority and Jurisdiction	4
Campus Behavior Coordinator	4
Threat Assessment & Safe and Supportive School	4
Reporting Crimes.....	5
Participating in Graduation Activities	5
Unauthorized Persons	6
Standards for Student Conduct.....	6
General Conduct Violations	7
Disregard for Authority.....	7
Mistreatment of Others	7
Property Offenses.....	8
Possession of Prohibited Items	8
Possession of Telecommunications or Other Electronic Devices	9
Illegal, Prescription, and Over-the-Counter Drugs	9
Misuse of Technology Resources and the Internet.....	9
Safety Transgressions	10
Miscellaneous Offenses	10
Discipline Management Techniques	11
Students with Disabilities	11
Techniques	11
Prohibited Aversive Techniques	12
Notification.....	13
Appeals.....	13
Removal from the School Bus.....	14
Removal from the Regular Educational Setting.....	15
Routine Referral	15
Formal Removal.....	15
Returning a Student to the Classroom	16
Out-of-School Suspension.....	16
Misconduct	16
Process	16

Table of Contents

Coursework During Suspension	17
Disciplinary Alternative Education Program (DAEP) Placement.....	17
Discretionary Placement: Misconduct That May Result in DAEP Placement.....	18
Misconduct Identified in State Law.....	18
Mandatory Placement: Misconduct That Requires DAEP Placement.....	19
Sexual Assault and Campus Assignments	20
Process.....	21
Conference	21
Consideration of Mitigating Factors.....	21
Placement Order	21
Coursework Notice.....	22
Length of Placement	22
Exceeds One Year	22
Exceeds School Year	22
Exceeds 60 Days.....	23
Appeals.....	23
Restrictions During Placement.....	23
Placement Review	24
Additional Misconduct.....	24
Notice of Criminal Proceedings.....	24
Withdrawal During Process.....	25
Newly Enrolled Students.....	25
Emergency Placement Procedure	25
Transition Services.....	26
Placement and/or Expulsion for Certain Offenses	26
Registered Sex Offenders.....	26
Review Committee.....	26
Newly Enrolled Student.....	26
Appeal.....	27
Certain Felonies.....	27
Hearing and Required Findings.....	27
Length of Placement	28
Placement Review.....	28
Newly Enrolled Students	28
Expulsion	28

Table of Contents

Discretionary Expulsion: Misconduct That May Result in Expulsion	29
Any Location	29
At School, Within 300 Feet, or at a School Event.....	29
Within 300 Feet of School	30
Property of Another District	30
While in DAEP.....	30
Mandatory Expulsion: Misconduct That Requires Expulsion	31
Under Federal Law.....	31
Under the Penal Code.....	31
Under Age Ten.....	32
Process	32
Hearing	32
Board Review of Expulsion	33
Expulsion Order	33
Length of Expulsion.....	34
Withdrawal During Process.....	34
Additional Misconduct.....	35
Restrictions During Expulsion	35
Newly Enrolled Students	35
Emergency Expulsion Procedures	36
DAEP Placement of Expelled Students	36
Transition Services	36
Glossary	37

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the appropriate campus principal.

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

The Student Code of Conduct has been adopted by the Ector County Independent School District (ECISD) Board of Trustees and was developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the district’s website at www.ectorcountysisd.org. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

- During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- While the student is in attendance at any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as provided by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
- When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at the campus webpage and ([Click here for digital copy of Student Handbook](#)). Parents may contact the campus for the name of a current person serving as a campus behavior coordinator.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure sufficient security and protection of students, staff, and property, the board employs police officers, school resource officers (SROs), and/or security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). The law enforcement duties of school resource officers are as outlined in TEC 37.081, as well as the Texas Code of Criminal Procedures.

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be

notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

See **DAEP—Restrictions During Placement** on page 22, for information regarding student assigned to DAEP at the time of graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.

- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP Placement and Expulsion**.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).

- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP Placement and Expulsion**.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP Placement and Expulsion**.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A location-restricted knife;
- A club;
- A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

Note: For weapons and firearms, see **DAEP Placement and Expulsion**. In many circumstances, possession of these items is punishable by mandatory expulsion

under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district or campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement and Expulsion** for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount. Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See glossary for “abuse.”)
- Abuse over-the-counter drugs. (See glossary for “abuse.”). Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off

school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).

- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.
- *Corporal punishment is prohibited in ECISD.*

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office, or through Policy on Line at the following address: www.ectorcountysisd.org. The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privilege, in accordance with law.

Misconduct will be punished in accordance with the Student Code of Conduct; the privilege to ride in a district vehicle, including a school bus, may be suspended or revoked.

The consequences for misconduct on the bus will be as follows:

- First offense – the driver will have a conference with the student and change seating arrangements if necessary.
- Second offense – the driver will contact parents seeking their assistance. Further incidents will result in written referrals.
- First written referral – the Principal will have a conference with the student and parents will be contacted.
- Second written referral – the student will receive a 5-day suspension from the bus.
- Third written referral – the student will be suspended from the bus for the remainder of the semester.

After returning to the bus in the second semester, if the student receives another bus referral, the student shall be removed from the bus for the remainder of the school year.

*In the event of initiation and/or participation in a major offense, a student may lose bus privileges for an undetermined length of time. The student may also receive other disciplinary action. Flagrant misbehavior could result in immediate removal from the bus. Restitution for any damages incurred must be made before returning to the bus.

Student must be dressed according to the dress code when riding the regular bus to and from school.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom;
- In-school suspension;
- Out-of-school suspension; or
- DAEP.

A teacher or administrator **must** remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent. When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the

campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student **may** be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary)
- Involvement in criminal street gang activity. (See glossary)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the

Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see glossary) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the **Expulsion** section.) (See glossary for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the **Expulsion** section.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See glossary)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07 (a) (1), (2), (3), or (7).
 - A student who sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a controlled substance (see definitions), a dangerous drug (see definitions), or an alcoholic

beverage (see definitions), if the offense is not punishable as a felony and the student is not expelled for the offense, upon first offense shall be transferred to the DAEP for a period of (20) days. This twenty (20) day period shall be reduced to ten (10) days in the event the parent completes Parenting Wisely training.

Upon second offense shall be transferred to the DAEP for a period of (40) days. This (40) day period shall be reduced to (30) days in the event the parent completes Parenting Wisely training. SAS counseling services shall be made available to the student at the DAEP and continued at the home campus upon the student's release.

Upon third offense shall be expelled for (60) days and every subsequent offense will be expelled for 60 days. After the expulsion is served, the student will be returned to the home campus.

For the purpose of determining first, second and third offenses, offenses will be counted cumulatively at the middle school level (grades 6-8) and cumulatively at the high school level (grades 9-12) [See FID(LOCAL)].

- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the **Expulsion** section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see glossary),
 - A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 - The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children, or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is

no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
- A student's status as homeless.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case-by-case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
- The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: www.ectorcountysd.org.

Appeals shall begin with the campus principal or designee.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

The district may provide transportation to students placed at the Alternative Education Center (AEC). Transportation may be revoked when conduct on the bus warrants removal from the bus for the duration of the placement.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

- Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or
- The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the

proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

ECISD shall continue the DAEP placement of a student including Student Transfers, who enroll in the district and who is currently completing DAEP assignments with an open- enrollment charter school or another Texas district at the time of enrollment in ECISD. The student will be placed into the District's DAEP to complete the term of their DAEP placement provided the basis for the placement is also a reason for DAEP placement in ECISD. If the enrolling student's DAEP placement period exceeds district policy, ECISD shall alter the period of placement so that the total placement allocation does not violate the receiving district's policy.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given

the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. [See policy FOCA(LEGAL) for more information.]

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Student

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the **DAEP Placement** or **Expulsion** sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

- The date on which the student's conduct occurred,
- The location at which the conduct occurred,
- Whether the conduct occurred while the student was enrolled in the district, or
- Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

- The student graduates from high school,
- The charges are dismissed or reduced to a misdemeanor offense, or
- The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement**)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for "under the influence.")
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.

- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See glossary)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary)
- Possession of a firearm, as defined by federal law. (See glossary)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in DAEP

A student **may** be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- Conduct that constitutes the offense of:
 - Public lewdness under Penal Code 21.07;
 - Indecent exposure under Penal Code 21.08;

- Criminal mischief under Penal Code 28.03;
- Hazing under Education Code 37.152; or
- Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student’s person the following, in the manner prohibited by Penal Code 46.02:

- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary)

Note: A student may not be expelled solely on the basis of the student’s use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]

- A location-restricted knife, as defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary)

- Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom,
- In-school suspension,
- Out-of-school suspension, or
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

- Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district;
- An opportunity to testify and to present evidence and witnesses in the

- student's defense; and
- An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The Board of Trustees delegates to the Superintendent's designee authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

- Self-defense (see glossary);
- Intent or lack of intent at the time the student engaged in the conduct;
- The student's disciplinary history;
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care); and
- A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the hearing officer shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

- The student is a threat to the safety of other students or to district employees, or
- Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another Texas district or an open-enrollment charter school until the period of the expulsion is completed, provided the behavior is also a reason for expulsion in the enrolling district. If the expulsion exceeds one year, the District will reduce the period of the expulsion so that the total expulsion does not exceed one year unless the district determines that the student is a threat to the safety of others or extended placement is in the best interest of the student.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

- The out-of-state district provides the district with a copy of the expulsion order,
- The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

- The student is a threat to the safety of other students or district employees, or
- Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LLEGAL) and FODA(LLEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - 65 years of age or older, or
 - A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

- A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - Any vegetation, fence, or structure on open-space land; or
 - Any building, habitation, or vehicle:
 - Knowing that it is within the limits of an incorporated city or town,
 - Knowing that it is insured against damage or destruction,
 - Knowing that it is subject to a mortgage or other security interest,
 - Knowing that it is located on property belonging to another,
 - Knowing that it has located within it property belonging to another, or
 - When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
- A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
- A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - Recklessly damages or destroys a building belonging to another, or
 - Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of Computer Security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

- Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the

Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

- Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm weapon; or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

- Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
- Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
- Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the internet to harass, annoy, alarm, abuse, torment, or embarrass another:
 - Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
 - Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial

property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

- The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S.

Department of Justice:

- An explosive weapon;
- A machine gun;
- A short-barrel firearm;
- Armor-piercing ammunition;
- A chemical dispensing device;
- A zip gun;
- A tire deflation device;
- An improvised explosive device; or
- A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. Informing such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- 4. Conduct that constitutes the offense of:
 - Public lewdness under Penal Code 21.07;
 - Indecent exposure under Penal Code 21.08;
 - Criminal mischief under Penal Code 28.03;
 - Hazing under Education Code 37.152; or
 - Harassment under Penal Code 42.07(a)(1) of a student or district

employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05;
- Kidnapping under Section 20.03;

- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.

[See FOC(EXHIBIT).]

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



BOARD OF TRUSTEES

SUBJECT: Consent Agenda

PRESENTED BY: Dr. Scott R. Muri

BACKGROUND INFORMATION:

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

ADMINISTRATIVE RECOMMENDATION:

Approval of the Consent Agenda.



REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

June 09, 2020 – Board Workshop Meeting

June 16, 2020 – Regular Board Meeting

AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., JUNE 9, 2020, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Carol Gregg
Nelson Minyard
Dr. Donna Smith

Absent:

Tammy Hawkins
Doyle Woodall

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Stephanie Howard, Art Martin

Others: Mike Atkins, luuyeon Kim, Danny Barrera, Daniel Edwards, Eli Hartman, Ruth Campbell, Marcos Montes, Nodia Cooper, Linda Byrd, Alicia Cooper, Joni Walker, Michael D. Smith, Chuck Isner, Javier Ruiz, Richard McBurney, Clinton Gill, Pastor I. D. Tunson, Jr., Pastor Robert Templeton, Pastor Karin Carlson, Desmond Brooks, Angela Love-Jackson, Rod Johnson, Joanna Hadjicostandi, Estaban Hernandez, Michaela Anang, Sophia Clifton, Charles Sims, Dovian Wallace, Kebie Clifton, Damian Christian, Rebecca Millett, Jesus A. Muniz, Stephanie Garcia, Shauna Bell, Armida Tarin, Sara Vasley, Dea McKnight, Regina McKnight, Sharon Christian, Melanie Sheehan, Sheena Salcido, Krista Vivian, Jereme Gomez, Celeste Galindo, Karina Aguilar, Max Stanley, Chris Stanley, Sharon Story, LaTasha Kechaha, Trudy Hodge, Hailey Chavarria, Dylan Perkins, Curtis Jeffery, Jon Mark Hogg Albert Anchondo, Mary Franco

25107 **Meeting Called to Order:** Dr. Donna C. Smith, Board President, called the Board of Trustees Meeting to order at 6:11 p.m.

25108 **Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting:** Board President Dr. Donna C. Smith, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

25109 **Opening Remarks by Superintendent:** Dr. Muri’s opening remarks. For the last two weeks, we have seen images from across the country of protests born out of anger, frustration, and resentment. Our communities of color – particularly the Black community – find themselves in a daily battle against institutional racism, economic discrepancies and educational disparity. The death of George Floyd, caught in video for the world to see, was pure disregard for a man’s life, and we share in the outrage being expressed all across our country. The fact that it was just the most recent example of brutality towards a Black man for no other reason than racial prejudice only intensifies our anger. We believe Black lives matter.

We are experiencing some of those same realities in our own city. We have audience members here in the Board Room, others watching from different areas of our Administration Building, and many more in front of our building, peacefully protesting hurtful, insulting Facebook posts made by a member of our own board. There is no place for discrimination in our school district. We have not always done what is right for the students of ECISD, especially children of color or those who are most disadvantaged. That is something we will change.

In January, we were all embarrassed by the report that showed a disproportionate percentage of our alternative school punishments are African American students. While making up 4% of our student population, our African American students represent 47% of those alternative school placements.

Something is wrong! Add to that the academic gaps for our African American, Hispanic, and economically disadvantaged students and we are missing the mark when it comes to serving these children's needs. For example: in STAAR Math performance White students pass at a rate of 71%; Hispanic students 67% and Black students 54%. In Writing performance, it is 60%, 51%, and 38%. In Science performance, the percentages are 79%, 67% and 56%. The only good news is we know this; we have shined a light on this problem; and we are addressing it.

Our new budget, the one our school board members will vote on next week, allocated more money and more teachers to the schools with the greatest needs. That is budgeting and staffing for equity and it is the right thing to do for students. Our new strategic plan is founded in the principal of providing equity for our kids – ensuring that every student receives the support and encouragement and the resources they need to be successful in whatever academic pursuit they choose.

After seeing that discipline report in January, school board members and district leaders established a task force to study the data, dive deep into the causes, and report to Trustees with not only findings but also solutions. That task force is scheduled to present its report in July. That report will go beyond just discipline data. We need to understand how to build relationships with children who bring their own unique perspective to our classrooms. We need to understand how their home-lives may impact their readiness to learn. We need to provide support, materials, teachers, mentors, and time to our children who need more of each of those things.

This is a proud and strong community. There is no challenge we cannot overcome. Together, we will give every child the opportunity to unlock their potential and pursue their passions.

Public Comment: 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. *BED(LOCAL)* The following seven citizens participated during this portion of the meeting.

Michael D. Smith addressed agenda item 6A, he spoke of his outrage with recent events in our nation and he called for Doyle Woodall's resignation from the school board.

Javier Ruiz addressed agenda item 5A, he spoke on the proposed budget and his appreciation for the raises being presented for the 2020-21 school year.

Charles Isner addressed agenda item 6A, he told school board members he understands that there is no means for the board to remove Doyle Woodall but he hoped that, if Mr. Woodall remains on the board, he would use his position to promote inclusion.

Armida Tarin addressed agenda item 5C, she asked Trustees, when preparing to start school in the time of COVID-19, to please consider the situation facing students in portables without immediate access to a bathroom or sinks.

Michaela Anang addressed agenda item 5A, she told of her experiences first as a middle school student at Bowie Middle School, then as an employee at Bowie, and she implored district officials to take serious care in the allocation of budget dollars in order to improve the treatment of all students.

Esteban Hernandez addressed agenda item 6A, he spoke of his, and many others', deep hurt at the offensive Facebook posts made by a school board member. He told each school board member he wanted to see them publicly call for Doyle Woodall's resignation.

Miah Nelson addressed agenda item 5C, she asked district leaders to take COVID seriously, provide physical, mental, and emotional health support for all students. She also asked leaders to put together a solid, detailed back-to-school plan with contingencies for things that are certain to go wrong.

Report/Discussion Items

25110

Discussion of the 2020-2021 Budget, Tax Rates and Property Values:

Interim Chief Financial Officer Art Martin presented this item for discussion. The 2019-20 budgeted revenues totaled just more than \$299 million but are now projected to be a little more than \$301 million. Expenditures for this year are projected to be \$22 million lower than originally budgeted mostly due to positions that were budgeted but remained vacant all year. That circumstance has allowed the District to rebuild its fund balance to about four months of expenses, which is higher than the state's guidelines of three months. Using

current financial projections and a reduced estimate of 500 new students for next year, District officials are building a budget for revenues of \$307,129,000 – if our District receives all funding it is supposed to receive. District leaders will focus the additional dollars on board priorities like compensation (see below a cost of living increase for all employees and equity adjustments for hourly employees and others); additional money for schools with higher numbers of Special Education, economically disadvantaged, and English as a Second Language students; investing in pipelines that grow our own leaders; more counselors and more support for counselors; safety and security increases; updating technology so that every student has a digital tool; and facilities improvements like roofs and air conditioners. Officials will build a balanced budget from these projections with the ability to adapt as the financial situation changes.

Compensation overview highlights:

- Employees will receive a 2% of midpoint cost of living adjustment plus equity adjustments where applicable to bring employees to 90% of market pay;
- Teachers librarians, and nurses (RN) will receive a \$1,200 cost of living adjustment. The starting salary will be adjusted to \$54,250 (which is up \$2,250 from the 2019-20 salary schedule). Teachers at Steps 1-12 will receive additional adjustments to create equity with the starting pay for Step Zero. Adjustments for this group of employees constitutes approximately 51% of all salary adjustments.
- The Board asked the administration to prioritize additional adjustments to hourly employees. Employees on these salary schedules will receive an adjustment above the 2% (ranging from 4% to 5% to the starting pay). Starting salaries will increase and adjustments will be made to current employees based on that adjustment. Adjustments for this group of employees constitutes approximately 32% of all salary adjustments.
- In addition to salary and the noted salary adjustments, our employees receive an additional \$4,560 per year in medical insurance benefits. There will be no increases to insurance premiums.

No action required.

25111 **Report on Resolution Committing Fund Balance in Accordance with GASB 54:** Interim Chief Financial Officer Art Martin presented this item for discussion. The Governmental Accounting Standards Board (GASB) released Statement 54 “Fund Balance Reporting and Governmental Fund Type Definitions” on March 11, 2009. In accordance with GASB 54, the District’s highest level of decision-making authority must identify areas for committed fund balance prior to year-end, with the ability to determine the exact amounts at a subsequent date.

No action required.

25112 **Discussion of ECISD’s Response to COVID-19:** Superintendent Dr. Scott Muri provided Trustees an update on the District’s response to the COVID-19 situation. First, he talked about the 3,500 students who are currently in virtual summer school, and the teachers providing that instruction. He said in July, we will add some face-to-face and busing for at-risk students (those who did not have a good remote learning experience in the spring). In regard to starting the new school year in August, district leaders still have many questions. Guidance will come from state officials and is updated continuously. Dr. Muri asked that citizens keep taking precautions because what happens in this community this summer will go a long way to determining how we are able to return to school. Safety will be our top concern. Right now, it seems likely that a hybrid model of instruction will be the most likely plan; a mix of in-person and virtual lessons. Social distancing restrictions makes it unlikely that every kid will be in school every day, or every teacher will be in school every day. He said equity will be the leading driver in making those decisions. Research is showing math is the subject in which kids are losing the most ground because of the spring closures, and it needs more in-person instruction with teachers. Elementary students will need more in-person instruction, too. He explained that the district has created 17 design teams of administrators, principals, teachers, parents, and some students to create the detailed plans for going to back to school. The committees are working on every aspect of the school day like: busing, arriving at school, going to class, changing classes, eating breakfast and lunch, reacting to positive cases of COVID, cleaning and disinfecting, communication and more. He added we will need to be flexible in all plans because regulations are going to change. He reminded Trustees that the district also created an updated calendar that adds more instructional days, to give students more time with teachers in the coming year. The proposed calendar was sent to staff and then to parents for feedback. That feedback is being reviewed by the planning committees in forming back-to-school plans.

No action required.

Action Items

25113 **Discussion of and Request for Approval of Reorganization of Board of Trustees Naming President, Vice-President and Secretary:** The Texas Education Code, Section 11.061(C) requires that each school board “organize at the first meeting after the election and qualification of trustees.” Trustees submitted the following nominations for the official voting ballot.

The following votes for Board President were cast:

Delma Abalos Five (5) Votes

The following votes for Board Vice-President were cast:

Tammy Hawkins Five (5) Votes

The following votes for Board Secretary were cast:

Steve Brown Five (5) Votes

Moved by Minyard, seconded by Brown to Approve the Reorganization of Board of Trustees Naming President, Vice-President and Secretary by way of Ballot to serve as the 2020-2021 Ector County ISD Board of Trustees' Officers.

President: Delma Abalos
Vice-President: Tammy Hawkins
Secretary: Steve Brown

Motion unanimously approved.

25114 **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code - [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the District; or hear a complaint or charge against an officer or employee.] (Board will deliberate the hiring of Executive Director for Talent Development, Director of Purchasing, and Campus Principal for Bonham Middle School):**

Board President Dr. Donna C. Smith convened the Board of Trustees to closed session at 7:24 p.m.

Board President Dr. Donna C. Smith reconvened the Board of Trustees to open session at 8:03 p.m.

25115 **Request for Approval of Personnel Recommendations:** Moved by Brown, seconded by Minyard to approve the Personnel Recommendations as presented. The Board approved Ashley Osborne for the Executive Director of Talent Development, Josette Dobbins as the Director of Purchasing, and Mareka Austin as the Campus Principal of Bonham Middle School.

Motion unanimously approved.

25116 **Closing Remarks by Superintendent:** No closing remarks.

25117 **Adjournment:** Dr. Donna C. Smith, Board President, adjourned the Board meeting at 8:04 p.m.

Board President
Dr. Donna C. Smith

Board Vice-President
Delma Abalos

AT A REGULAR MEETING AND PUBLIC HEARING FOR ADOPTION OF 2020-2021 OFFICIAL BUDGET OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., JUNE 16, 2020, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Carol Gregg
Dr. Donna C. Smith

Absent:

Nelson Minyard
Doyle Woodall

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Stephanie Howard, Art Martin, Dr. Lilia Nájuez

Others: Tatiana Dennis, Ruth Campbell, Robin Garcia, Rebecca Millett, Annette Macias, Richard Schwope, Staci Walton, Chris Stanley, Cristian Garcia, Jessica Vargas, Joshua Aguirre, Michaela Anang, Brooks Landgraf, Cameron Boothe, Doriah Wallace, Deja McKnight, Leslie Wilson, Albert Anchondo, Mary Franco

25118 **Meeting Called to Order:** Delma Abalos, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

25119 **Verification of Compliance with Open Meeting Law:** Delma Abalos, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

25120 **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Tammy Hawkins, Board Vice-President.

25121 **Invocation:** The Invocation was led by Dr. Steve Brown, ECISD Board Member.

Special Presentation

25122 **Recognition of Dr. Donna C. Smith, Outgoing Board President:** Superintendent Dr. Scott R. Muri expressed his appreciation to Dr. Smith for her service as Board President over the past year and presented her with the Outgoing Board President Award.

25123 **Opening Remarks by Superintendent:** Superintendent Dr. Scott Muri briefly discussed the financial impact of the COVID-19 pandemic, the fall in the oil and gas industry, and the significant effect it is going to have on state budgets in the coming few years. He said this is the right time to remind our legislative representatives how important it is to invest in public education. Dr. Muri welcomed and introduced State Representative Brooks Landgraf whom addressed the board members, pledging his commitment to funding education adequately. He called, giving students access to a high quality education is a constitutional responsibility, and ofe he takes very seriously.

25124 **Public Comment:** No public comment.

Action Items

25125 **Request for Approval of Resignation from Board of Trustee Member Doyle Woodall:** Moved by Gregg, seconded by Brown to approve the Resignation of Board of Trustee Member Doyle Woodall as presented.

Motion unanimously approved.

25126 **Discussion of and Request for Approval 2020-2021 Compensation Plan:** Moved by Brown, seconded by Hawkins to approve the 2020-2021 Compensation Plan as presented.

Motion unanimously approved.

25127 **Public Hearing and Adoption of 2020-2021 Official Budget:** The Public Hearing was opened at 6:47 p.m. There was no public comment. Moved by Smith, seconded by Brown to approve the Adoption of the 2020-2021 Official Budget as presented.

Motion unanimously approved.

25128 **Discussion of and Request for Approval of Resolution Committing Fund Balance in Accordance with GASB 54:** Moved by Gregg, seconded by Smith to approve the Resolution Committing Fund Balance in Accordance with GASB 54 as presented.

Motion unanimously approved.

25129 **Discussion of and Request for Approval of Year End Budget Amendment:** Moved by Smith, seconded by Gregg to approve the Year End Budget Amendment as presented.

Motion unanimously approved.

25130 **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Smith, seconded by Hawkins to approve the Purchases over \$50,000 as presented.

Motion unanimously approved.

25131 **Discussion of and Request for Approval to Modify Board Policy DEA(LOCAL) Compensation and Benefits: Compensation Plan:** Moved by Brown, seconded by Smith to approve to Modify Board Policy DEA(LOCAL) Compensation and Benefits: Compensation Plan as presented.

Motion unanimously approved. 93

25132 **Discussion of and Request for Approval to Adopt Resolution of the Board Regarding Premium Pay During Extended Disruption of Normal District Operations:** Moved by Hawkins, seconded by Gregg to approve to Adopt Resolution of the Board Regarding Premium Pay During Extended Disruption of Normal District Operations with corrections to typographical errors in the second paragraph of the resolution.

Motion unanimously approved.

25133 **Discussion of and Request for Approval of Board Policy DFFA(LOCAL) Reduction in Force: Financial Exigency:** Moved by Gregg, seconded by Brown to approve Board Policy DFFA(LOCAL) Reduction in Force: Financial Exigency as presented.

Motion unanimously approved.

25134 **Discussion of and Request for Approval of Board Policy DFFB(LOCAL) Reduction in Force: Program Change:** Moved by Gregg, seconded by Brown to approve Board Policy DFFB(LOCAL) Reduction in Force: Program Change as presented.

Motion unanimously approved.

25135 **Discussion of and Request for Approval of Contracted Services Agreement with Center for Education Policy Research Harvard University Strategic Data Project Fellowship Agreement:** Moved by Hawkins, seconded by Gregg to approve Contracted Services Agreement with Center for Education Policy Research Harvard University Strategic Data Project Fellowship Agreement as presented.

Motion unanimously approved.

25136 **Discussion of and Request for Approval of 2020-2021 Revised Academic Calendar for ECISD, OCA & OCTECHS:** Moved by Gregg, seconded by Brown to approve the 2020-2021 Revised Academic Calendar for ECISD, OCA & OCTECHS as presented.

Motion unanimously approved.

25137 **Consent Agenda:** Moved by Gregg, seconded by Smith to approve Consent Agenda as presented.

- A. Request for Approval of Minutes
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Memorandum of Understanding and Articulation Agreement Between Ector County ISD and Odessa College for Dual Credit Offerings
- D. Request for Approval of Memorandum of Understanding Between Ector County ISD and the University of Texas Permian Basin for Academic Dual Credit

- E. Request for Approval of Memorandum of Understanding Between Ector County ISD and Odessa College: Odessa Collegiate Academy
- F. Request for Approval of Memorandum of Understanding Between Ector County ISD and Odessa College: OCTECHS
- G. Request for Approval of Resolution of the Board to Designate Investment Officer(s)
- H. Request for Approval of Resolution Amending Authorized Representatives
- I. Request for Approval of Full-Day Prekindergarten Waiver for the 2019-2020 School Year
- J. Request for Approval of a Waiver from the UIL Participation Physical Examination Due to COVID-19
- K. Request for Approval of Interlocal Agreement with Amarillo ISD for Casualty and Property Insurance and Six-Month Premium Proposal - Arthur J. Gallagher
- L. Request for Approval to Change the Board Workshop Meeting and Regular Board Meeting Dates for March 2021
- M. Request for Approval of Chief Financial Officer, Director of Human Resources, and Permian High School Principal

Motion unanimously approved.

Report/Discussion Items

25138 **Discussion of ECISD's Response to COVID-19**: Superintendent Dr. Scott Muri offered the Board of Trustees an update on the District's response to COVID-19 sharing the following information on a large task force of individuals' comprised of 17 committees who are studying the issues and making recommendation of what the opening of school will look like. These committees are looking at everything from bus transportation to welcoming kids to school to how many kids can/will be in a single classroom to how will they move from period to period. Committees are also working on answers to questions like how do we make sure the most at-risk students are served well? How will facilities be utilized? How will they be cleaned daily and weekly? He called it a monumental puzzle. The District will continue to use a Wednesday afternoon call with members of our local media and Thursday night Facebook Live sessions to communicate regularly. He said District leaders are hearing from the state that current restrictions may be loosened, and we must focus on how we can make all people – our students and staff – as safe as they can be when they are at a campus. Dr. Muri also said a large debate is beginning at the state level on how funding may be adjusted for students learning remotely vs. in-person. That will be a discussion to watch very closely. He added that taking precautions now and through the summer (things like washing your hands, wearing a face covering in public and social distancing) will have an impact on how school looks in the fall.

No action required.

25139 **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] (Board will deliberate the hiring of Executive Director of Curriculum and Instruction, Executive Director of Special Services, Executive Director of Student and School Support, and Campus Principal for Hays STEAM Academy.):**

Board President Delma Abalos convened the Board of Trustees to closed session at 8:04 p.m.

Board President Delma Abalos reconvened the Board of Trustees to open session at 8:27 p.m.

25140 **Request for Approval of Personnel Recommendations:** Moved by Gregg, seconded by Smith to approve the Personnel Recommendations as presented. The Board approved Jaime Miller as Executive Director of Curriculum & Instruction, Leslie Wilson as Executive Director of Special Services, Robin Garcia as Executive Director of Student and School Support and Paula Dannheim as the Campus Principal for Hays STEAM Academy.

Motion unanimously approved.

25141 **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchasing Report and the Routine Personnel Report.

25142 **Adjournment:** Board President Delma Abalos adjourned the Board meeting at 8:29 p.m.

Board President
Delma Abalos

Board Secretary
Dr. Steve Brown



REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

Attached you will find printouts listing disbursements from June 11, 2020 thru July15, 2020 for your approval.

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 06/11/2020 to 07/15/2020

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ <u>16,302,931.51</u>

APPROVED: _____

DATE: _____

**ECTOR COUNTY ISD
CHECK REGISTER
06/11/2020 - 07/15/2020**

DATE	PAYEE	AMOUNT
6/17	4IMPRINT INC	4,798.84
6/17	AMERIPRIDE SERVICES INC.	332.85
6/17	AT&T	73,256.94
6/17	BASIN BLOCK & SUPPLY	146.50
6/17	B-LINE FILTER & SUPPLY INC	472.12
6/17	BUCK'S WHEEL & EQUIPMENT CORP	550.80
6/17	AUTOMATIC ICE MACHINE	340.08
6/17	COMPUDATA SOLUTIONS LLC	248.00
6/17	CONSOLIDATED ELECTRICAL DISTRIBUTORS	2,236.94
6/17	CUMMINS BC329	2,024.35
6/17	DIAMOND BUSINESS SERVICES INC	4,465.67
6/17	DICK BLICK	411.42
6/17	GLOBAL EQUIP CO	2,134.84
6/17	NO TEARS LEARNING INC.	43,136.80
6/17	HENRY SCHEIN INC.	85.37
6/17	HOUGHTON MIFFLIN HARCOURT	16,200.00
6/17	J W PEPPER & SON INC	991.99
6/17	KELLY-MOORE PAINT	1,255.36
6/17	LAKESHORE LEARNING	188,912.16
6/17	MCGRAW - HILL SCHOOL	5,820.83
6/17	MIDLAND SAFETY & HEALTH SALES	1,998.47
6/17	MSC INDUSTRIAL SUPPLY CO.	2,006.71
6/17	ODESSA AMERICAN	650.00
6/17	ODESSA COLLEGE	341.40
6/17	O REILLY AUTO ENTERPRISES LLC	310.40
6/17	POSITIVE PROMOTIONS	1,386.61
6/17	PRESIDENT'S EDUCATION AWARDS PROGRAM	199.00
6/17	DRI-STICK DECAL CORPORATION	1,096.20
6/17	SCHOOL SPECIALTY INC	11,230.88
6/17	SIMS PLASTIC INC	7,116.44
6/17	TEXAS GIRLS COACHES ASSOCIATION	675.00
6/17	THE BOSWORTH LTD	16,035.00
6/17	WESTAIR-PRAXAIR DIST INC	13,458.00
6/17	BILL WILLIAMS TIRE CENTER	5,700.00
6/17	NAPA AUTO PARTS	1,666.16
6/17	BARNES & NOBLE BOOKSELLERS	1,483.06
6/17	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	3,375.00
6/17	SCARBOROUGH SPECIALTIES, INC	5,907.18
6/17	TRANSMISSION SERVICE & SUPPLY INC	2,117.66
6/17	UNIFIRST CORPORATION	1,317.71
6/24	AMERIPRIDE SERVICES INC.	329.46
6/24	BUCK'S WHEEL & EQUIPMENT CORP	160.75
6/24	CMC BUSINESS SYSTEMS INC	163.83
6/24	AUTOMATIC ICE MACHINE	430.63

6/24	CONSOLIDATED ELECTRICAL DISTRIBUTORS	3,162.20
6/24	CUMMINS BC329	1,950.00
6/24	DIAMOND BUSINESS SERVICES INC	20,496.00
6/24	DICK BLICK	91.26
6/24	FIRETROL PROTECTION SYSTEMS	1,821.75
6/24	FLINN SCIENTIFIC INC	120.60
6/24	GLOBAL EQUIP CO	4,314.29
6/24	GOPHER SPORT	8,559.56
6/24	HENRY SCHEIN INC.	214.92
6/24	LOU'S CLINICAL LAB INC	1,080.00
6/24	LOVING GUIDANCE	1,200.00
6/24	MIDLAND SAFETY & HEALTH SALES	9,036.50
6/24	MSC INDUSTRIAL SUPPLY CO.	3,422.63
6/24	O REILLY AUTO ENTERPRISES LLC	1,160.01
6/24	POSITIVE PROMOTIONS	1,392.55
6/24	ROBERTS TRUCK CENTER OF TEXAS	75.72
6/24	SCHOOL SPECIALTY INC	35,459.25
6/24	SIMS PLASTIC INC	1,276.67
6/24	SPECTRUM CORPORATION	14,957.00
6/24	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	985.00
6/24	WEST MUSIC CO.	490.00
6/24	BILL WILLIAMS TIRE CENTER	2,226.00
6/24	CONTINENTAL WIRELESS, INC.	716.25
6/24	UNIFIRST CORPORATION	1,223.16
7/8	4IMPRINT INC	4,479.89
7/8	ALL ABOUT HEARING	1,225.00
7/8	AMERIPRIDE SERVICES INC.	578.69
7/8	B-LINE FILTER & SUPPLY INC	294.88
7/8	BSN SPORTS, INC DBA US GAMES	1,020.00
7/8	BUCK'S WHEEL & EQUIPMENT CORP	474.71
7/8	CMC BUSINESS SYSTEMS INC	1,331.70
7/8	COMPUDATA SOLUTIONS LLC	428.00
7/8	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,544.91
7/8	DICK BLICK	436.00
7/8	FIRETROL PROTECTION SYSTEMS	25,760.00
7/8	FLINN SCIENTIFIC INC	955.85
7/8	HYDROTEX	8,255.10
7/8	JONES SCHOOL SUPPLY CO	165.90
7/8	KELLY-MOORE PAINT	2,088.40
7/8	LAKESHORE LEARNING	2,654.96
7/8	LEGO BRAND RETAIL	9,297.60
7/8	MSC INDUSTRIAL SUPPLY CO.	404.22
7/8	NATIONAL STAFF DEVELOPMENT	477.00
7/8	O REILLY AUTO ENTERPRISES LLC	205.30
7/8	PCS REVENUE CONTROL SYST INC	129,902.50
7/8	PERMA-BOUND BOOKS	894.47
7/8	SCHOOL SPECIALTY INC	77.98
7/8	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	135.00
7/8	TEXAS GIRLS COACHES ASSOCIATION	150.00

7/8	BILL WILLIAMS TIRE CENTER	978.60
7/8	LEA COUNTY COLLISION CENTER LLC	9,266.05
7/8	NAPA AUTO PARTS	824.35
7/8	UNIFIRST CORPORATION	1,070.64
7/8	BIG GAME SPORTS, INC	1,964.75
7/8	O REILLY AUTO ENTERPRISES LLC	644.77
7/15	ABSOLUTE FIRE PROTECTION INC	3,110.15
7/15	AT&T	7,418.07
7/15	AVID CENTER	850.00
7/15	CONSOLIDATED ELECTRICAL DISTRIBUTORS	2,133.94
7/15	DICK BLICK	196.47
7/15	FIRETROL PROTECTION SYSTEMS	1,175.00
7/15	GOPHER SPORT	999.57
7/15	HENRY SCHEIN INC.	72.51
7/15	KELLY-MOORE PAINT	559.84
7/15	LAKESHORE LEARNING	1,482.23
7/15	MIDLAND SAFETY & HEALTH SALES	4,010.00
7/15	MSC INDUSTRIAL SUPPLY CO.	1,854.72
7/15	ODESSA AMERICAN	605.50
7/15	ORIENTAL TRADING INC	105.46
7/15	PERMA-BOUND BOOKS	1,936.50
7/15	POSITIVE PROMOTIONS	271.85
7/15	REALLY GOOD STUFF	1,201.69
7/15	SCHOOL DATEBOOKS INC.	967.28
7/15	SCHOOLHOUSE OUTFITTERS	2,042.58
7/15	SCHOOL SPECIALTY INC	12,229.56
7/15	SECURED DOCUMENT SHREDDING INC	836.00
7/15	THE BOSWORTH LTD	1,356.15
7/15	PERFECTION LEARNING CORPORATION	321,564.50
7/15	WEST MUSIC CO.	10,480.48
7/15	WESTAIR-PRAXAIR DIST INC	342.65
7/15	WOODBURN PRESS	861.10
7/15	WOODWIND & BRASSWIND INC.	899.00
7/15	GALLS, LLC	437.24
7/15	BARNES & NOBLE BOOKSELLERS	447.60
7/15	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	12,801.00
7/15	MULTICARE PLUS	3,300.00
7/15	SCARBOROUGH SPECIALTIES, INC	2,786.72
7/15	AMERIPRIDE SERVICES INC.	661.82
7/15	AT&T	1,398.92
7/15	B-LINE FILTER & SUPPLY INC	301.92
7/15	BUCK'S WHEEL & EQUIPMENT CORP	446.57
7/15	MIDLAND SAFETY & HEALTH SALES	5,642.75
7/15	MSC INDUSTRIAL SUPPLY CO.	76.10
7/15	ODESSA AMERICAN	234.00
7/15	ODESSA COLLEGE	30.00
7/15	O REILLY AUTO ENTERPRISES LLC	2,468.60
7/15	SECURED DOCUMENT SHREDDING INC 101	32.00
7/15	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	305.00

7/15	NAPA AUTO PARTS	494.97
7/15	SEIDLITZ EDUCATION, LLC	5,354.00
7/15	ODESSA PUMP & EQUIPMENT INC.	850.00
7/15	OFFICE DEPOT, INC	518.13
7/15	ARAMARK UNIFORM \$ CAREER APPAREL GROUP INC.	291.98
6/16	WEST TEXAS EDUCATORS	3,252.00
6/17	ALAN WILLIAMS	5,566.96
6/17	ALERT SERVICES INC	165.00
6/17	AMAZON CAPITAL SERVICES	27,463.18
6/17	ANGELA BRAZIEL-SMITH	700.00
6/17	ATKINS HOLLMAN JONES PEACOCK	31,516.25
6/17	ATMOS ENERGY	15,315.52
6/17	BIMBO BAKERIES USA	46.20
6/17	BLUE STAR BUS SALES LTD	198,985.38
6/17	BOYS & GIRLS CLUB OF ODESSA	14,850.00
6/17	BOYS & GIRLS CLUB OF ODESSA	16,587.50
6/17	SPARKLIGHT	241.43
6/17	CAVALLO ENERGY TEXAS LLC	91,761.88
6/17	CARDIO PARTNERS INC	12,524.00
6/17	CDW-G	312,142.81
6/17	CHICK-FIL-A UNIVERSITY BLVD ODESSA	10,260.00
6/17	CITY OF ODESSA	16,009.00
6/17	CLIFTON MCCANN	75.00
6/17	COLLEGE BOARD INSTITUTIONS	37,940.00
6/17	COMMERCIAL FOOD SERVICE	886.98
6/17	CULLIGAN WATER CONDITIONING OF WEST TEXAS	294.20
6/17	DALE'S ALIGNMENT & BRAKE SERVICE, INC	1,010.99
6/17	DECKER INC	723.66
6/17	DOMINO'S PIZZA	3,904.00
6/17	DUKE'S INDUSTRIAL TRANSMISSION SERVICE LLC	6,607.07
6/17	ECTOR COUNTY APPRAISAL DIST	389,771.82
6/17	ECTOR COUNTY UTILITY DISTRICT	2,632.22
6/17	FEDEX	46.74
6/17	FERGUSON FACILITIES SUPPLY	501.40
6/17	FIRST FINANCIAL CAPITAL CORP	2,750.00
6/17	G H DAIRY	3,623.13
6/17	G T DISTRIBUTORS INC	12.69
6/17	GRAINGER	1,135.26
6/17	GREGORY PACKAGING, INC	21,954.24
6/17	HILBERTO OCHOA	54.99
6/17	J C PENNEY COMMERCIAL CREDIT	2,479.91
6/17	K. B. SAFE & LOCK CO	265.00
6/17	KEENAN & ASSOCIATES	7,608.00
6/17	LABATT FOOD SERVICE	14,769.31
6/17	LAURA MATHEW	517.01
6/17	MARK BENNETT	1,321.45
6/17	MARK KNOX FLOWERS	782.95
6/17	N-TUNE MUSIC & SOUND INC	8,323.70
6/17	ODESSA EAST ROTARY CLUB	60.00

6/17	OFFICEWISE FURNITURE & SUPPLY	17,348.79
6/17	OFFICEWISE COMMERCIAL INTERIORS LLC	127,943.45
6/17	KATHRYNE HILL	75.00
6/17	SEPHARINE BUGAYONG	75.00
6/17	OPAL BOOZ & ASSOC	2,214.77
6/17	OVERDRIVE, INC.	7,000.00
6/17	POSTMASTER	1,560.00
6/17	QUADIENT LEASING USA, INC.	13,258.20
6/17	QUAVER'S MARVELOUS WORLD OF MU	39,200.00
6/17	RAMTECH BUILDING SYSTEMS, INC.	29,952.00
6/17	RANDAL D. GLENN	64,790.45
6/17	RANDAL D. GLENN	41,272.35
6/17	RANDAL D. GLENN	55,050.00
6/17	SAM'S CLUB DIRECT	15.04
6/17	SCOTT MURI	2,977.32
6/17	SHELBY HILL	190.00
6/17	SHERWIN WILLIAMS	1,583.14
6/17	SHERWIN WILLIAMS	63.00
6/17	SOUTHERN HVAC & PLUMBING	7,461.62
6/17	SOUTHERN TIRE MART, LLC	966.98
6/17	SWAGIT PRODUCTIONS, LLC	695.00
6/17	TDINDUSTRIES, INC.	670.50
6/17	TEXAS DEPARTMENT OF PUBLIC SAFETY	99.00
6/17	TEXAS K-12 CTO COUNCIL	150.00
6/17	THE HON COMPANY LLC	3,308.17
6/17	TOBY LEFEVERS	62.32
6/17	TOTAL COMPENSATION GROUP INVESTMENT	496.21
6/17	TRACEY BORCHARDT	450.00
6/17	TXCPSO INC. NORTHWEST PLAINS REGION CPSO	225.00
6/17	TYLER TECHNOLOGIES, INC.	3,840.00
6/17	UNITED PARCEL SERVICE INC	108.32
6/17	UNITED PARCEL SERVICE INC	41.51
6/17	UNITED REFRIGERATION	169.09
6/17	DUAL CREDIT/EARLY COLLEGE HIGH SCHOOL	5,400.00
6/17	VERIZON WIRELESS SERVICES LLC	2,703.53
6/17	WAGNER SUPPLY COMPANY INC	45,746.13
6/17	WATSON TRUCK & SUPPLY	7,988.11
6/17	WEIDNER & PHILLIPS, LTD BY F & B OPERATORS	355.00
6/17	JOSTENS	132.87
6/17	ZULEMA PALOMINO	107.46
6/17	ZULEMA PALOMINO	222.72
6/24	ACORN GLASS CO	71.50
6/24	ADRIANNE HANKS	90.00
6/24	ADVANCED NETWORK MANAGEMENT, INC.	330.00
6/24	ALAN WILLIAMS	362.09
6/24	ALERT SERVICES INC	643.00
6/24	ALPHA AND OMEGA CS&C INC.	200.00
6/24	AMAZON.COM LLC	336.00
6/24	AMAZON CAPITAL SERVICES	8,219.13

6/24	ANDREA FAYE RILEY	1,616.00
6/24	ANNIE ARREDONDO	700.00
6/24	APOGEE COMPONENTS	1,108.12
6/24	APPLE, INC	22,096.00
6/24	ASCO EQUIPMENT	1,035.30
6/24	ASSOCIATES OF SUMMERTREE L.P.	5,425.50
6/24	AT&T MOBILITY	51.40
6/24	ATHLETIC SUPPLY INC	7,843.00
6/24	ATHLETIC SUPPLY INC	56,875.00
6/24	ATKINS HOLLMAN JONES PEACOCK	27,332.50
6/24	AUDIO ACOUSTICS HEARING CENTERS	650.00
6/24	BETTY CATHERINE MORTON	2,500.00
6/24	BIMBO BAKERIES USA	39.46
6/24	BRENDA H RANGEL	1,616.00
6/24	BRITTANY TARIN	1,616.00
6/24	SPARKLIGHT	2,359.72
6/24	CAESAR HERNANDEZ	1,616.00
6/24	CAMILLE HOBRATSCHK	225.00
6/24	CAROL PECK	1,616.00
6/24	CDW-G	2,801,205.46
6/24	CECILIA KELLAR	284.93
6/24	CHICK-FIL-A UNIVERSITY BLVD ODESSA	3,658.80
6/24	COLLEGE BOARD INSTITUTIONS	56,263.00
6/24	CONN-SELMER INC	967.50
6/24	CRENSHAW CONSULTING GROUP, LLC	30,000.00
6/24	CROWN EQUIPMENT INC	1,256.73
6/24	CUSTOM WHOLESALE SUPPLY INC	3,563.23
6/24	DEBORAH MARRERO	1,616.00
6/24	EAGLE RUBBER & SUPPLY	280.00
6/24	ECTOR COUNTY APPRAISAL DIST	5,327.89
6/24	ECTOR SUCCESS ACADEMY NETWORK	36,656.10
6/24	EDUCATION CAREER ALTERNATIVE PROGRAM, LTD	425.00
6/24	ELIZABETH AVILA	700.00
6/24	FIRST FINANCIAL ADMINISTRATORS	481.66
6/24	FIRST FINANCIAL ADMINISTRATORS	1,005.89
6/24	FIRST FINANCIAL ADMINISTRATORS	1,509.30
6/24	FISHER SCIENTIFIC	1,849.25
6/24	G H DAIRY	748.37
6/24	GARDENDALE WATER CO	70.00
6/24	GRAINGER	2,160.10
6/24	GRANDE COMMUNICATIONS NETWORK LLC	6,659.81
6/24	HAYLIE PEGELOW	1,616.00
6/24	HIGH PLAINS OF ODESSA ASSOCIATES L.P.	10,703.90
6/24	HOLLY ROBERTS	1,600.00
6/24	HORACE MANN INS CO	124.06
6/24	HOUSTON ISD	473.70
6/24	HUMBERTO HERNANDEZ JR.	1,325.54
6/24	IMAGERY GRAPHIC SYSTEMS	6,663.85
6/24	INDUSTRIAL COMMUNICATIONS	85.00

6/24	INTERNATIONAL BACCALAUREATE ORGANIZATION	4,794.00
6/24	JACLYN WOOD	1,616.00
6/24	JUDITH CAWLEY	65.00
6/24	JULIANNA DENADAI	1,616.00
6/24	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	214.10
6/24	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	27.92
6/24	LABATT FOOD SERVICE	22,900.68
6/24	LAKE COUNTRY CHEVROLET, INC.	63,671.81
6/24	LAND O'LAKE	4,272.48
6/24	LAWNMOWER SALES AND SERVICE, INC	11,309.22
6/24	LOA INVESTMENTS	408.00
6/24	MAGGIE MOORE	700.00
6/24	MARK PERALES	350.00
6/24	MATTHEW C MAXWELL	1,616.00
6/24	MEDIA SPARK INC.	817.00
6/24	MELVA V. CARDENAS	2,500.00
6/24	MEREDITH SORTOR	700.00
6/24	MIDLAND TRINITY PLACE ASSOCIATES LP	2,875.50
6/24	MOTOROLA SOLUTIONS	8,110.54
6/24	N-TUNE MUSIC & SOUND INC	129,721.00
6/24	N2 LEARNING, LC	8,000.00
6/24	NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING	2,500.00
6/24	NEW MEXICO CHILD SUPPORT	300.00
6/24	NEW MEXICO CHILD SUPPORT	659.00
6/24	ODESSA EAST ROTARY CLUB	60.00
6/24	ODESSA FAIRGREEN ASSOCIATES	7,857.99
6/24	ODESSA KINGS CROSSING ASSOCIATES L.P.	4,340.50
6/24	OFFICEWISE FURNITURE & SUPPLY	4.00
6/24	OFFICEWISE COMMERCIAL INTERIORS LLC	47,272.47
6/24	OKSANA NIETO	1,616.00
6/24	OMNI DISTRIBUTION INC.	2,424.00
6/24	OMNIBUS TRADING CORP	12,505.60
6/24	ALISSA LEISGANG	13.50
6/24	AMANDA CASTELLANOS	15.60
6/24	AMANDA TULLOUS	23.60
6/24	AMBER PATTERSON	23.25
6/24	APRIL WRIGHT	42.35
6/24	BRENDA QUINTELA	25.10
6/24	CYNTHIA RODGERS	13.00
6/24	CYNTHIA RODGERS	13.00
6/24	JIE SEATON	22.00
6/24	JULIA PENA	40.00
6/24	JULIA PENA	40.00
6/24	KRISTA SUSAN	56.00
6/24	KRISTEN TALLUTO	81.35
6/24	MELINDA TUCKER	25.75
6/24	RON RAINS	63.25
6/24	SIGRID LEONICO	39.40
6/24	SIGRID LEONICO	67.50

6/24	VICKY VAZQUEZ	39.90
6/24	YEANISE MELENDEZ	26.00
6/24	OPAL BOOZ & ASSOC	123,464.28
6/24	PAIGE SLATER	700.00
6/24	PATRICIA D DEBERRY	9,881.25
6/24	PETROLEUM TRADERS CORPORATION	9,676.88
6/24	PIRAINO CONSULTING, INC	114,600.00
6/24	R.T.C., INC.	160,410.00
6/24	RACHEL PENA	90.00
6/24	REGION 13 EDUCATION SERVICE CENTER	1,170.00
6/24	REGION 18 EDUCATION SERVICE CENTER	8,640.00
6/24	REGION 18 EDUCATION SERVICE CENTER	50.00
6/24	REGION 18 EDUCATION SERVICE CENTER	300.00
6/24	REGION 18 EDUCATION SERVICE CENTER	390.00
6/24	RODRIGUEZ DRYWALL & PAINT CO.	8,300.00
6/24	SCHOLASTIC INC.	548.58
6/24	SCHREIBER FOODS INTERNATIONAL	540.00
6/24	SEAN Y CHU	275.00
6/24	SHANNON G BALLARD	42.55
6/24	SHERWIN WILLIAMS	389.29
6/24	SHERWIN WILLIAMS	347.25
6/24	SILSBEE FORD	51,394.75
6/24	SOUTHEASTERN PERFORMANCE	2,212.76
6/24	SOUTHERN TIRE MART, LLC	708.00
6/24	STATE DISBURSEMENT UNIT	120.00
6/24	STEPHANIE EVANS	16.10
6/24	SYSCO USA, INC	4,268.00
6/24	TARPLEY MUSIC COMPANY	386.00
6/24	TERRIE CARROLL	700.00
6/24	TEA-CRT	83.42
6/24	TEXAS LIFE INSURANCE CO	105,190.68
6/24	TEXAS TEACHERS	3,750.00
6/24	THE ELMS OF MIDLAND ASSOCIATES, L.P.	1,179.00
6/24	THE HON COMPANY LLC	8,771.49
6/24	TOMMY HAWKINS CONSTRUCTION, INC.	1,200.00
6/24	TRACEY BORCHARDT	308.60
6/24	TRACIE SOTELO	1,616.00
6/24	TRELLIS COMPANY	438.61
6/24	TRELLIS COMPANY	553.82
6/24	TRELLIS COMPANY	568.80
6/24	TRELLIS COMPANY	589.08
6/24	TRELLIS COMPANY	620.17
6/24	TRELLIS COMPANY	694.73
6/24	TRELLIS COMPANY	704.20
6/24	TYLER TECHNOLOGIES, INC.	94,021.61
6/24	UNITED PARCEL SERVICE INC	124.00
6/24	UNITED REFRIGERATION	23.19
6/24	UNITED STATES TREASURY	54.00
6/24	THE UNIVERSITY OF TEXAS AT AUSTIN	285.00

6/24	VERIZON WIRELESS SERVICES LLC	265.99
6/24	VERNELL FOBBS	3,330.00
6/24	VERONICA LOW	33.35
6/24	VICTORIA SMITH	90.00
6/24	VITAL SIGNS	230.75
6/24	W. DEAN WEIDNER	9,816.10
6/24	W. DEAN WEIDNER	4,246.00
6/24	W. DEAN WEIDNER	28,534.50
6/24	W. DEAN WEIDNER	1,674.00
6/24	W. DEAN WEIDNER	2,826.00
6/24	WALTER DEAN WEIDNER GENERATION SKIPPING TRUST	3,816.00
6/24	WEST TEXAS EDUCATORS	294,839.79
6/24	WEST TEXAS SCHOLASTIC, INC.	1,857.00
6/24	JOSTENS	53.80
6/24	WURTH USA INC	87.00
6/24	XEROX CORPORATION	206.73
6/24	XEROX CORPORATION	81,585.99
7/8	AARON ALEX MOLINA	25.13
7/8	ACORN GLASS CO	67.54
7/8	ALAN WILLIAMS	27,140.75
7/8	ALBERT J VALENCIA	46.58
7/8	AMAZON CAPITAL SERVICES	16,826.21
7/8	AMERICAN SOCIETY FOR TRAINING AND DEVELOPMENT, INC	1,596.00
7/8	ASCO EQUIPMENT	11,250.00
7/8	AT&T LONG DISTANCE	1,557.05
7/8	AUSTIN PERRIN	5.29
7/8	BATTS AUDIO, VIDEO & LIGHTING	227.50
7/8	BETTY OVERTURF	50.00
7/8	BIMBO BAKERIES USA	250.52
7/8	BJB, INC.	71.96
7/8	BLANCA ANAYA	77.78
7/8	BLUE STAR BUS SALES LTD	82,158.58
7/8	BRAZOS DOOR & HARDWARE	11,320.00
7/8	SPARKLIGHT	1,017.76
7/8	CAVALLO ENERGY TEXAS LLC	118,946.75
7/8	CDW-G	926,456.21
7/8	CHERI CARTER	50.00
7/8	CHICK-FIL-A UNIVERSITY BLVD ODESSA	6,404.20
7/8	CHRISTINA MUNOZ	700.00
7/8	CITY OF ODESSA WATER DEPT	166,620.29
7/8	CLARISA ARRAS	39.39
7/8	COBY TYSON	684.00
7/8	CODY GULLETT	101.80
7/8	COMMERCIAL FOOD SERVICE	2,227.00
7/8	CONTROL TECHNOLOGIES INC	9,992.50
7/8	CONTROL TECHNOLOGIES INC	28,123.00
7/8	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,235.00
7/8	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,320.00
7/8	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00

7/8	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
7/8	CRENSHAW CONSULTING GROUP, LLC	53,686.00
7/8	CRENSHAW CONSULTING GROUP, LLC	586.37
7/8	CRENSHAW CONSULTING GROUP, LLC	840.00
7/8	CRENSHAW CONSULTING GROUP, LLC	4,787.75
7/8	CRENSHAW CONSULTING GROUP, LLC	8,952.02
7/8	CRENSHAW CONSULTING GROUP, LLC	17,796.40
7/8	CRENSHAW CONSULTING GROUP, LLC	49,426.98
7/8	CRENSHAW CONSULTING GROUP, LLC	58,175.50
7/8	CRENSHAW CONSULTING GROUP, LLC	91,162.50
7/8	CUSTOM WHOLESALE SUPPLY INC	931.83
7/8	DAVID IRWIN	27,000.00
7/8	ED PRICE	416.00
7/8	FERGUSON FACILITIES SUPPLY	383.04
7/8	FOLDSCOPE INSTRUMENTS, INC.	29,420.00
7/8	G T DISTRIBUTORS INC	269.80
7/8	GABRIELA GRANADO	7,160.00
7/8	GOODSON SERVICE COMPANY	183.15
7/8	GRAINGER	1,649.23
7/8	HARRISON WELCH	213.96
7/8	HOUSTON ISD	61.99
7/8	HUBERT COMPANY, LLC	5,920.00
7/8	HUGHES SERVICES FLOORING, LP	34,190.00
7/8	INSOURCE INSURANCE GROUP, LLC	71.00
7/8	INTERCULTURAL DEVELOPMENTAL	20,000.00
7/8	ISABEL ARRAS-HUERTA	74.23
7/8	J C PENNEY COMMERCIAL CREDIT	1,448.10
7/8	JUDITH CAWLEY	5,094.09
7/8	KELLY BENAVIDES	31.86
7/8	KEVIN D. BALLARD INC	145.00
7/8	KYLE RIPPE	55.03
7/8	LABATT FOOD SERVICE	9,779.49
7/8	LAKE COUNTRY CHEVROLET, INC.	69,993.00
7/8	LEE HISE	760.00
7/8	LONGHORN BUS SALES INC	4,581.92
7/8	LOWE'S	143.72
7/8	LVR COMMERCIAL FLOORING	7,878.40
7/8	LVR COMMERCIAL FLOORING	8,900.40
7/8	LVR COMMERCIAL FLOORING	22,127.45
7/8	MARGARET U. RODRIGUEZ	53.54
7/8	METLIFE	110,618.47
7/8	N-TUNE MUSIC & SOUND INC	15,578.00
7/8	NEW CLASSROOM INNOVATION PARTNERS, INC.	12,150.00
7/8	NEW TECHNOLOGY NETWORK, LLC	600.00
7/8	OFFICEWISE FURNITURE & SUPPLY	3,613.20
7/8	OFFICEWISE COMMERCIAL INTERIORS LLC	1,236.61
7/8	APRIL ALVARADO	93.00
7/8	ASHLIE THOMAS	41.25
7/8	BELMA MUNIZ	6.85

7/8	BRIANY HINOJOS	31.50
7/8	IRENE GARCIA	19.15
7/8	JAMI YONTS	23.00
7/8	JAMI YONTS	17.95
7/8	JESSE FRANCO	20.85
7/8	KARLA ZAPATA	9.00
7/8	LETICIA MENDOZA	11.00
7/8	NORMA BULLARD	12.10
7/8	OLIMPIA RENTERIA	48.25
7/8	REBECCA WALLACE	75.00
7/8	PERMIAN GLASS, INC	330.00
7/8	PERMIAN TRACTOR SALES INC	2,876.25
7/8	PROFESSIONAL TUTORS OF AMERICA	1,911.25
7/8	RANDAL D. GLENN	2,250.00
7/8	RANDAL D. GLENN	2,550.00
7/8	RANDAL D. GLENN	3,000.00
7/8	RANDAL D. GLENN	6,750.00
7/8	RANDAL D. GLENN	42,612.65
7/8	RANDAL D. GLENN	43,664.35
7/8	RANDAL D. GLENN	61,672.70
7/8	RAY DOMINGUEZ	43.65
7/8	SHERWIN WILLIAMS	252.35
7/8	SOUTHERN TIRE MART, LLC	178.96
7/8	SYLVIA MACIAS	196.59
7/8	SYSCO USA, INC	9,312.00
7/8	TDINDUSTRIES, INC.	92,410.30
7/8	THE HON COMPANY LLC	6,619.95
7/8	THE MCCRELESS CO., INC	2,800.00
7/8	TREVOR PRESLAR	486.92
7/8	UNITED PARCEL SERVICE INC	58.91
7/8	UNITED REFRIGERATION	57.62
7/8	VANCO INSULATION INC	3,500.00
7/8	WAGNER SUPPLY COMPANY INC	116,479.00
7/8	WALTER T. HENDERSON	168.00
7/8	WATSON TRUCK & SUPPLY	434.18
7/8	WILLIAMS PAVING & EXCAVATION. INC	32,700.00
7/8	WILLIAMS PAVING & EXCAVATION. INC	215,500.00
7/8	AMERICAN FAMILY LIFE & CANCER	33.75
7/8	AMERICAN FAMILY LIFE & CANCER	594.10
7/8	ASSOCIATION OF TEXAS	3,681.82
7/8	BYRNE BROS FOODS INC	3,198.00
7/8	ECISD EDUCATION FOUNDATION	732.00
7/8	FIRST FINANCIAL ADMINISTRATORS	107,989.99
7/8	FIRST FINANCIAL ADMINISTRATORS	6,503.83
7/8	FIRST FINANCIAL ADMINISTRATORS	8,225.83
7/8	FIRST FINANCIAL ADMINISTRATORS	15,885.31
7/8	FIRST FINANCIAL ADMINISTRATORS	33,658.02
7/8	FIRST FINANCIAL ADMINISTRATORS	97,395.38
7/8	G H DAIRY	765.45

7/8	HEALTH SERVICES ADMINISTRATION	867.75
7/8	HEALTH SERVICES ADMINISTRATION	24,431.86
7/8	INVESTRUST	36,701.66
7/8	JNT RESOURCES PARTNERS, LP	80.74
7/8	JNT RESOURCES PARTNERS, LP	60,501.59
7/8	N J MALIN & ASSOCIATES LLC	329.00
7/8	TEXAS AFT/PEG	560.00
7/8	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	202.56
7/8	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	614.93
7/8	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	92.00
7/8	TEXAS STATE TEACHERS ASSOCIATION	32,856.63
7/8	THE CINCINNATI LIFE INS. CO	401.76
7/8	TRANSFINDER CORPORATION	8,792.47
7/8	UNITED WAY OF ODESSA	5,833.50
7/15	AMAZON CAPITAL SERVICES	31.09
7/15	APPLE, INC	30.00
7/15	ASCO EQUIPMENT	828.24
7/15	ATKINS HOLLMAN JONES PEACOCK	4,682.75
7/15	ATMOS ENERGY	14,921.05
7/15	B L JONES	810.00
7/15	BERKSHIRE PRODUCTION SUPPLY, LLC	2,350.00
7/15	BOYS & GIRLS CLUB OF ODESSA	5,229.06
7/15	BRACKER'S GOOD EARTH CLAYS, INC.	6,885.00
7/15	BRAZOS DOOR & HARDWARE	690.00
7/15	CAVALLO ENERGY TEXAS LLC	84,966.89
7/15	CDW-G	897,622.41
7/15	COLLEGE ENTRANCE EXAMINATION BOARD	121.00
7/15	CUSTOM WHOLESALE SUPPLY INC	1,399.96
7/15	D.T. HOUSE MOVERS LLC	5,350.00
7/15	DISCOVERY EDUCATION INC.	48,000.00
7/15	DS WATERS OF AMERICA INC	45.74
7/15	EAGLE RUBBER & SUPPLY	50.00
7/15	FASTENAL COMPANY	378.98
7/15	FIRST FINANCIAL ADMINISTRATORS	19,108.10
7/15	FW WALTON DALLAS, LLC	906,487.62
7/15	GOODSON SERVICE COMPANY	885.95
7/15	GRAINGER	20.85
7/15	HORTENCIA DEL BOSQUE	45.12
7/15	KELLY EVANS CONSTRUCTION. LLC	30,162.00
7/15	KRISTEN WELTON	1,616.00
7/15	L WALLACE CONSTRUCTION CO., INC.	47,693.11
7/15	L WALLACE CONSTRUCTION CO., INC.	297,213.88
7/15	L WALLACE CONSTRUCTION CO., INC.	328,512.06
7/15	L WALLACE CONSTRUCTION CO., INC.	646,799.42
7/15	LVR COMMERCIAL FLOORING	6,921.70
7/15	LVR COMMERCIAL FLOORING	39,930.25
7/15	LVR COMMERCIAL FLOORING	87,748.75
7/15	MANDY HINOJOS	121.79
7/15	MARK BENNETT	3,700.00

7/15	MARK HARRIS	1,206.01
7/15	MEDLEY MATERIAL HANDLING CO	2,343.85
7/15	N-TUNE MUSIC & SOUND INC	41,688.00
7/15	SUPERIOR VISION INSURANCE, INC.	27,034.07
7/15	NETSYNC NETWORK SOLUTIONS	768,472.73
7/15	OFFICEWISE FURNITURE & SUPPLY	34,322.03
7/15	OFFICEWISE COMMERCIAL INTERIORS LLC	40,936.24
7/15	ANNETTE MELTON	46.50
7/15	GENE POWELL	50.35
7/15	JUANITA JONES	12.95
7/15	NAOMI FUENTES	23.00
7/15	SAMANTHA DOUGLAS	42.50
7/15	STACY BRADLEY	10.15
7/15	VERONICA MENDOZA	17.70
7/15	VICKIE NEATHERLIN	25.55
7/15	OPAL BOOZ & ASSOC	1,000.00
7/15	PERMIAN PRINTING & OFFICE INC	5,861.25
7/15	PETER C GORMAN	2,250.00
7/15	PIRAINO CONSULTING, INC	22,998.51
7/15	PIRAINO CONSULTING, INC	25,044.39
7/15	PLAYGROUNDS ETC	339,815.00
7/15	PROFESSIONAL TUTORS OF AMERICA	4,097.50
7/15	QA ROOFING, INC.	61,329.15
7/15	QA ROOFING, INC.	197,132.41
7/15	REGION 18 EDUCATION SERVICE CENTER	156,270.00
7/15	SCHOLASTIC INC.	9,587.09
7/15	SCHOOLMATE	3,268.10
7/15	SCOTT MURI	2,987.40
7/15	SHALON JORDAN	2,500.00
7/15	SHAMROCK STEEL SALES INC	5,101.18
7/15	STARR COMMONWEALTH	1,463.16
7/15	SWAGIT PRODUCTIONS, LLC	695.00
7/15	SWEETWATER MUSIC EDUCATION TECHNOLOGY	1,473.12
7/15	TANG MATH LLC	4,521.18
7/15	TEXAS ASSOCIATION FOR LITERACY EDUCATION (TALE)	450.00
7/15	TEXAS DEPARTMENT OF PUBLIC SAFETY	46.00
7/15	THE HON COMPANY LLC	9,175.56
7/15	TRUE NORTH CONSULTING GROUP, INC.	104,779.60
7/15	UNITED PARCEL SERVICE INC	64.28
7/15	UNITED STATES TREASURY	12,869.34
7/15	UNIVERSITY MEDICAL SUPPLY	1,430.00
7/15	VITAL SIGNS	2,479.50
7/15	WEIDNER & PHILLIPS, LTD BY F & B OPERATORS	130.00
7/15	WEISSMAN'S DESIGN FOR DANCE	2,085.60
7/15	WORTHINGTON DIRECT INC	1,565.36
7/15	XEROX CORPORATION	1,785.12
7/15	ACORN GLASS CO	3,874.05
7/15	AMERICAN EXPRESS	4,023.69
7/15	ANDREA MARTIN	219.00

7/15	APRIL VALENZUELA	2,916.13
7/15	ARA OF ODESSA	1,039.44
7/15	SPARKLIGHT	163.45
7/15	CASHWAY WEST, INC.	53.44
7/15	CORRAL ENVIRONMENTAL CONSULTING, LLC	3,810.00
7/15	DARRELL FOWLER	812.35
7/15	ELIZABETH HERNANDEZ	196.87
7/15	FIRST FINANCIAL CAPITAL CORP	2,750.00
7/15	GARDENDALE WATER CO	7.00
7/15	GRAINGER	2,447.50
7/15	INTERNATIONAL ASSURANCE	67,486.16
7/15	JEFF DANIELS	1,220.00
7/15	LUCAS GONZALES MESA	812.35
7/15	MARCIA TOMBOSKY	57.95
7/15	MARK BENNETT	3,156.64
7/15	MARK LOE. LLC	200.00
7/15	MEDLEY MATERIAL HANDLING CO	606.33
7/15	MICHAEL HAWLEY	175.00
7/15	OTIS ELEVATOR COMPANY INC	12,629.37
7/15	PENSKE COMMERCIAL VEHICLES US LLC	13.93
7/15	PERMIAN MOVERS, INC.	1,230.50
7/15	PERMIAN SEPTIC, INC.	22,000.00
7/15	RIGHT RX, LLC	15,330.00
7/15	SHARI RILEY	50.00
7/15	SHERWIN WILLIAMS	481.64
7/15	TANG MATH LLC	1,475.00
7/15	TERRY BRANDON UPCHURCH	812.35
7/15	TEXAS ASSOCIATION OF PARENTS AND EDUCATORS	60.00
7/15	TEXAS ASSOCIATION OF SCHOOL	220.00
7/15	TEXAS COUNCIL OF ADMINISTRATORS OF	625.00
7/15	TEXAS EXCAVATION SAFETY SYSTEM, INC.	19.95
7/15	TEXEDNEWS INC.	215.00
7/15	TTCO HOLDING COMPANY INC.	910.25
7/15	WATSON TRUCK & SUPPLY	2,012.50
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	666
	TOTAL AMOUNT WRITTEN FOR DISTRICT	16,302,931.51



Request for Approval of Resolution Amending Authorized Representatives

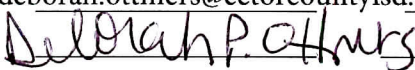
The following request is being presented for approval to designate an authorized user for TD Ameritrade, TexPool, First Public Lone Star, and TexSTAR.

Authorized Representative Add Form

Name of Participant Ector County Independent School District Participant Number 68901

Addition of Authorized Representative

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	<u>Deborah Ottmers</u>	_____	_____
Title	<u>Chief Financial Officer</u>	_____	_____
E-mail address	<u>deborah.ottmers@ectorcountysd.org</u>	_____	_____
Signature	<u></u>	_____	_____

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

PASSED AND APPROVED this 21st day of July, 2020.

By: _____ By: _____

Printed Name, Board President *Printed Name, Board Secretary*

State of Texas,
 County of _____
 Before me, _____, on this day personally appeared _____, known to
 (name of notary) (name of President and Secretary)
 me (or proved to me on the oath of _____) or through _____ to be the person(s)
 (person providing oath) (identification item)
 whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
 Given under my hand and seal of office this _____ day of _____, 20 _____

(Personalized Seal)

 114 Notary Public's Signature



Authorized Representative Delete Form

Name of Participant Ector County Independent School District

Participant Number 68901

Deletion of Authorized Representative

The following officers, officials, or employees of the Participant are hereby deleted as Authorized Representatives within the meaning of the Interlocal Agreement (Agreement), removing full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool account.

Printed Name

Arthur (Art) Martin

Signature of Authorized Representative other than the one(s) listed above:

Albessa Chavez Date July 21, 2020

Albessa Chavez, Director of Finance

Printed Name and Title



SECRETARY'S CERTIFICATE REGARDING CORPORATE RESOLUTIONS (PROFIT OR NONPROFIT)

Account #: 938035573
Advisor Code: WIH
Case #: _____

Agreement

I hereby certify that I am the Secretary of ECTOR COUNTY ISD; a corporation duly organized and existing under the laws of the State/Province of Texas, and that the following is a true copy of a resolution duly adopted by the board of directors of said corporation at a meeting held the 21st day of July, 2020, at which meeting a quorum was present and acting throughout, or by unanimous consent of the board of directors dated as of the 21st day of July, 2020, and that such resolution has not been rescinded or modified and is in full force and effect:

RESOLVED, that the President, Vice President, and the Treasurer of this corporation, or any one of such officers, are hereby fully authorized and empowered to open a brokerage account, transfer, endorse, sell, assign, set over, and deliver any and all shares of stocks, bonds, debentures, notes, evidences of indebtedness, or other securities (including short sales) now or hereafter standing in the name of or owned by this corporation, to purchase stocks, bonds, debentures, notes, evidences of indebtedness, and other securities (on margin or otherwise), and to make, execute, and deliver, under the corporate seal of this corporation, any and all written instruments necessary or proper to effectuate the authority hereby conferred.

Investments Permitted

The undersigned agree to the entering of purchases and sales of securities as well as all other transactions in the following types of accounts:
 Cash Margin Options: Writing Covered Creating Spreads
 Purchasing Long Writing Uncovered

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person authorized to trade on an account.

What this means for you: When you are authorized to trade on an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents.

I further certify that the authority hereby conferred is consistent with the charter or by-laws of this corporation. Unless indicated below that I am a sole officer, the following is a true and correct list of the officers of this corporation as of the present date and a record of the officers' signatures:
 I am the sole officer.

If you are changing the beneficial owner or control person for this entity, please complete the Beneficial Owner/Control Person Entity Update Form.

PRINT INFORMATION

A. OFFICER/MANAGER/PARTNER/AUTHORIZED AGENT			
First Name: Deborah	Middle Initial:	Last Name: Ottmers	
Street Address: 802 N. Sam Houston			
City: Odessa	State: Texas	ZIP Code: 79761	
Social Security Number:	Date of Birth:	Phone Number: 462-456-9499	
Please specify if you are: <input checked="" type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student			
Employer Name (If self-employed, please provide the name of your business): Ector County Independent School District			
Please choose the occupation and industry of occupation code that most accurately describes your situation, from the list provided on page 4. Occupation: A42 Industry of Occupation: E11			
Employer Street Address: 802 N. Sam Houston			
City: Odessa	State: Texas	ZIP Code: 79761	



Check here if you are a: <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Not a U.S. Citizen.	Country of Citizenship (For non-U.S. Citizens and Permanent Residents):
Country of Dual or Secondary Citizenship (if applicable):	Country of Birth (For non-U.S. Citizens and Permanent Residents):

Non-U.S. citizens: Do you hold a current U.S. immigration visa? Yes No Specify visa type: _____ Visa Number: _____ Expiration: _____
(Nonresident aliens must submit Form W-8BEN and a copy of a current passport. If a U.S. address is listed, then attach a signed "Letter of Explanation for U.S. Mailing Address/U.S. Phone Number Attachment to Form W-8" [Form TDAI 835].)

- Check here if you or your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents, is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, address, city, and state:
- _____
- Check here if you or your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. If checked, please specify entity below, and provide a copy of the required authorization letter.
- _____

X Signature: Delilah P. Offner Date: 7/6/2020

B. OFFICER/MANAGER/PARTNER/AUTHORIZED AGENT

First Name: Albessa	Middle Initial:	Last Name: Chavez
Street Address: 802 N. Sam Houston		
City: Odessa	State: Texas	ZIP Code: 79761
Social Security Number:	Date of Birth:	Phone Number: 432-456-9701

Please specify if you are:
 Employed Self-employed Unemployed Retired Homemaker Student

Employer Name (if self-employed, please provide the name of your business):
Ector County Independent School District

Please choose the occupation and industry of occupation code that most accurately describes your situation, from the list provided on page 4.
Occupation: A42 Industry of Occupation: E11

Employer Street Address:
802 N. Sam Houston

City: Odessa	State: Texas	ZIP Code: 79761
Check here if you are a: <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Not a U.S. Citizen.		Country of Citizenship (For non-U.S. Citizens and Permanent Residents):
Country of Dual or Secondary Citizenship (if applicable):		Country of Birth (For non-U.S. Citizens and Permanent Residents):

Non-U.S. citizens: Do you hold a current U.S. immigration visa? Yes No Specify visa type: _____ Visa Number: _____ Expiration: _____
(Nonresident aliens must submit Form W-8BEN and a copy of a current passport. If a U.S. address is listed, then attach a signed "Letter of Explanation for U.S. Mailing Address/U.S. Phone Number Attachment to Form W-8" [Form TDAI 835].)

- Check here if you or your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents, is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, address, city, and state:
- _____
- Check here if you or your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. If checked, please specify entity below, and provide a copy of the required authorization letter.
- _____

X Signature: Albessa Chavez Date: 7-6-2020


C. OFFICER/MANAGER/PARTNER/AUTHORIZED AGENT

First Name: Uvaldina	Middle Initial:	Last Name: Valenzuela
Street Address: 802 N. Sam Houston		
City: Odessa	State: Texas	ZIP Code: 79761
Social Security Number:	Date of Birth:	Phone Number: 432-456-9699

Please specify if you are:
 Employed Self-employed Unemployed Retired Homemaker Student

Employer Name (if self-employed, please provide the name of your business):
Ector County Independent School District

Please choose the occupation and industry of occupation code that most accurately describes your situation, from the list provided on page 4.
Occupation: A42 Industry of Occupation: E11

Employer Street Address: 802 N. Sam Houston		
City: Odessa	State: Texas	ZIP Code: 79761
Check here if you are a: <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Not a U.S. Citizen		Country of Citizenship (For non-U.S. Citizens and Permanent Residents):
Country of Dual or Secondary Citizenship (if applicable):		Country of Birth (For non-U.S. Citizens and Permanent Residents):
Non-U.S. citizens: Do you hold a current U.S. immigration visa? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify visa type: _____ Visa Number: _____ Expiration: _____ <i>(Nonresident aliens must submit Form W-8BEN and a copy of a current passport. If a U.S. address is listed, then attach a signed "Letter of Explanation for U.S. Mailing Address/U.S. Phone Number Attachment to Form W-8" [Form TDAI 835].)</i>		
<input type="checkbox"/> Check here if you or your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents, is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. Specify the company name, address, city, and state: <input type="checkbox"/> Check here if you or your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. If checked, please specify entity below, and provide a copy of the required authorization letter. 		
X Signature: 		Date: 7/6/2020

D. TRUSTED CONTACT (Optional)

By completing this section, you authorize TD Ameritrade to contact the person(s) named below for the following reasons: if there are questions or concerns about my whereabouts or health status; if TD Ameritrade suspects that I may be a victim of fraud or financial exploitation; if TD Ameritrade suspects that I might no longer be able to handle my financial affairs; to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or if TD Ameritrade has any other concerns or is unable to contact me about my account(s) held at TD Ameritrade. **Please review the Client Agreement for the full terms and conditions regarding how TD Ameritrade uses this information.**

NOTE: Your Trusted Contact must be someone other than an account owner and cannot be the Investment Advisor. You may provide more than two Trusted Contact Persons by completing and signing additional Trusted Contact Authorization Forms.

First Name:	Middle Initial:	Last Name:
Relationship:		
Primary Telephone Number:	Email Address:	
Mailing Address:		
City:	State:	ZIP Code:
First Name:	Middle Initial:	Last Name:
Relationship:		
Primary Telephone Number:	Email Address:	
Mailing Address:		
City:	State:	ZIP Code:

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation this _____ day of July, 2020,
Day Month Year

Secretary's Signature (or sole officer): _____ Date: _____
Printed Name of Secretary: _____

[PLACE YOUR CORPORATE SEAL HERE]

Mailing Address:
TD Ameritrade Institutional
 PO BOX 650567
 Dallas, TX 75265-0567

TDAI 9303 REV. 11/18

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

TD Ameritrade Institutional, Division of TD Ameritrade, Inc., and TD Ameritrade Clearing, Inc., members FINRA/SIPC.
 TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc., and The Toronto-Dominion Bank. © 2018 TD Ameritrade.

Occupation Codes

A42 Accountant/Auditor/Bookkeeper	C82 Compliance/Regulatory Professional	N21 Nurse
A62 Adjuster	C92 Consultant	O11 Office Associate
A82 Advertiser/Marketer/PR Professional	C43 Counselor/Therapist	O21 Other; If Other, include a description in the Occupation box.
A33 Air Traffic Controller	C53 Customer Service Representative	P81 Pharmacist
A43 Ambassador/Consulate Professional	D11 Dealer	P91 Physical Therapist
A53 Analyst	D61 Dentist	P22 Pilot
A63 Appraiser	D31 Distributor	P32 Police Officer/Firefighter/Law Enforcement Professional
A73 Architect/Designer	D41 Doctor/Surgeon/Physician	P42 Politician
A83 Artist/Performer/Actor/Dancer	D51 Driver	P52 Project Manager
A93 Assistant/Executive Assistant	E51 Engineer	R81 Real Estate Professional
A44 Athlete	E71 Exterminator	R71 Researcher
A64 Attorney/Judge/Legal Professional	F71 Factory/Warehouse Worker	S41 Salesperson
A74 Auctioneer	F81 Farmer/Rancher	S51 Scientist
L51 Banker/Lending Professional	F91 Financial Planner/Advisor	S61 Seamstress/Tailor
B21 Barber/Beautician/Hairstylist	F22 Flight Attendant	S71 Security Guard
B31 Broker/Registered Rep	F32 Human Resources Professional	S81 Social Worker
B41 Business Executive (VP, Director, etc.)	I41 Importer/Exporter	T41 Teacher/Professor
B51 Business Owner	I51 Inspector/Investigator	T51 Technician
C81 Caregiver	I81 Investor	T61 Teller
C91 Carpenter/Construction Worker/Contractor	I91 IT Professional/IT Associate	T71 Tradesperson/Craftsperson
C22 Cashier	J31 Janitor	T81 Trainer/Instructor
C32 Chef/Cook	J41 Jeweler	U21 Underwriter
C42 Chiropractor	L31 Laborer	V11 Veterinarian
C52 Civil Servant	L41 Landscaper	W21 Writer/Journalist/Editor
C62 Clergy	M91 Mechanic	
C72 Clerk	M22 Military, Officer or Associated	
	M32 Mortician/Funeral Director	

Industry of Occupation Codes

A11 Accounting	F11 Fashion/Clothing	O31 Other; If Other, include a description in the Industry of Occupation box
A21 Advertising/Marketing	F21 Financial Services	P11 Parking and Car Washes
A31 Aerospace/Defense	F51 Firearms and Explosives	P21 Pawn Shops/Brokers
A41 Agriculture/Forestry	G11 Gaming/Casino/Card Club	P31 Personal Care/Hygiene (Beauty, Salon, Cosmetics, Massage, etc.)
A51 Amusement and Recreation	G21 Government/Public Administration	P41 Pharmaceuticals
A61 Animal Services and Veterinary	G31 Grocery/Supermarket	P51 Printing/Publishing
A71 Architecture/Design	H11 Healthcare/Medical Services	P71 Professional/Civic Organizations (Non-Retail)
A81 Arts/Antiques	H21 Hotel/Hospitality	R11 Real Estate
A91 Athletics/Fitness	I11 Import/Export	R21 Religious Organization
A32 Automotive	I21 Information Technology (IT)	R31 Repair Services - Home, Auto, and Other
B11 Aviation	I31 Insurance	R41 Restaurant/Food Service
C11 Bar/Nightclub/Adult Entertainment Club	J11 Jewelry, Gems, and Precious Metals	R51 Retail Sales/Retail Trade
C21 Childcare	L11 Legal Services/Public Safety	S11 Science and Biotechnology
C31 Cleaning/Janitorial/Housekeeping	L21 Logistics/Supply Chain	S21 Security
C41 Communications/Telecommunications	M11 Manufacturing	T11 Transportation
C51 Construction/Carpentry/Landscaping	M21 Maritime	T31 Travel
C61 Convenience Store/Liquor Store/Gas Station	M31 Media/Entertainment	U11 Utilities (Public)
C71 Customer Service and Support	M41 Mining, Oil, and Gas	W11 Wholesale Sales/Trade
E11 Education	M51 Money Services Businesses (Check Cashing, Money Transmitting, Payday Loans, Currency Exchange)	
E21 Embassy/Consulate	N11 Non-Profit/NGO (Non-Government Agency)/Charity	
E31 Energy		
E41 Engineering		

Albessa Chavez

Director of Finance
(432) 456.9701
P.O. Box 3912 Odessa, TX 79760
albessa.chavez@ectorcountyisd.org



To: TD Ameritrade Institutional
Subject: Change in Officer/Authorized Agent
Date: July 21st, 2020

Please remove Art Martin from our Ector County ISD account# 938035573. Deborah Ottmers needs to be added to same account.

Contact me at the phone above if you have questions.

Thank you,

A handwritten signature in black ink that reads 'Albessa Chavez'.

Albessa Chavez
Director of Finance.



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Participant Name*

7 | 7 | 4 | 0 | 6

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Deborah Ottmers Chief Financial Officer
Name Title

4 | 3 | 2 | 4 | 5 | 6 | 9 | 4 | 9 | 9 4 | 3 | 2 | 4 | 5 | 6 | 9 | 7 | 0 | 8 deborah.ottmers@ectorcountysd.org
Phone Fax Email

Deborah P. Ottmers
Signature

2. Albessa Chavez Director of Finance
Name Title

4 | 3 | 2 | 4 | 5 | 6 | 9 | 7 | 0 | 9 4 | 3 | 2 | 4 | 5 | 6 | 9 | 7 | 0 | 8 albessa.chavez@ectorcountysd.org
Phone Fax Email

Albessa Chavez
Signature

3. Uvaldina Valenzuela Accounting Supervisor
Name Title

4 | 3 | 2 | 4 | 5 | 6 | 9 | 6 | 9 | 9 4 | 3 | 2 | 4 | 5 | 6 | 9 | 7 | 0 | 8 uvaldina.valenzuela@ectorcountysd.org
Phone Fax Email

Uvaldina Valenzuela
Signature

1. Resolution (continued)

4.
 Name Title

 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Albessa Chavez
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 21 day of July, 2020.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



Authorized Representative Deletion/Update Form

Please complete this form to delete Authorized Representative(s) of the Participant.

***Required Fields**

1. Participant Information

Ector County ISD Participant Name* 7 7 4 0 6 Location Number* 0 7 2 1 2 0 2 0 Effective Date*

2. Deletions

Please print the name(s) of the individual(s) to be deleted:

As Authorized Representative(s):

- 1. Arthur (Art) Martin
- 2. _____
- 3. _____

As Inquiry Only Representative(s):

- 1. _____
- 2. _____
- 3. _____

3. Primary Contact

If the person being deleted is the Primary Contact, please complete all fields in this section for the TexPool Authorized Representative that will be the new Primary Contact. *The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexPool Updates, and other TexPool mailings.*

Deborah Ottmers Name Chief Financial Officer Title
 4 3 2 4 5 6 9 4 9 9 Telephone Number 4 3 2 4 5 6 9 7 0 8 Fax Number deborah.ottmers@ectorcountyisd.org Email Address

4. Inquiry Only

If the person being deleted is an Inquiry Only Representative, please complete all fields in this section if you wish to add another individual in this capacity. **Note:** *Inquiry Only Representatives cannot perform transactions.*

 Name Title

 Telephone Number Fax Number Email Address

5. Approvals

Please enter the name of two individuals who are currently Authorized Representatives and who authorize the deletion(s) of the individual(s) above.

Note: This authorization must be executed by a current Authorized Representative of the Participant as set forth in the duly enacted Resolution of the Participant, which is on file with TexPool.

Albessa Chavez
Authorized Representative Signature*

07 06 20 20
Date*

Albessa Chavez
Printed Name*

4 3 2 4 5 6 9 7 0 9
Telephone Number

Director of Finance
Title*

Uvaldina Valenzuela
Authorized Representative Signature*

07 06 20 20
Date*

Uvaldina Valenzuela
Printed Name*

4 3 2 4 5 6 9 6 9 9
Telephone Number

Accounting Supervisor
Title*

6. Mailing Instructions

The completed Authorized Representative Deletion/Update Form can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



AMENDING RESOLUTION

WHEREAS, Ector County ISD

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

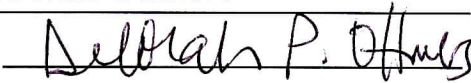

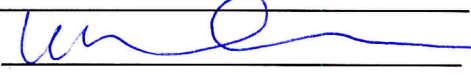
SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Deborah Ottmers Title: Chief Financial Officer
Signature:  Phone: 432-456-9499
Email: deborah.ottmers@ectorcountyisd.org
2. Name: Albessa Chavez Title: Director of Finance
Signature:  Phone: 432-456-9709
Email: albessa.chavez@ectorcountyisd.org
3. Name: Uvaldina Valenzuela Title: Accounting Supervisor
Signature:  Phone: 432-456-9699
Email: uvaldina.valenzuela@ectorcountyisd.org
4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Deborah Ottmers

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED _____

(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

(Printed name and title)

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND
126
.....
AUTHORIZED SIGNER

ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES



PARTICIPANT NAME: Ector County ISD EFFECTIVE DATE: 7/21/2020

PART I: DELETIONS - Please enter the Authorized Representatives to be deleted.

1. Arthur (Art) Martin 3. _____
2. _____ Inquiry: _____

PART II: ADDITIONS - Please enter the Authorized Representatives to be added.

1. Name: Deborah Ottmers Email: deborah.ottmers@ectorcountyisd.org
Signature: *Deborah P. Ottmers* Phone: 432-456-9499 Title: Chief Financial Officer
2. Name: _____ Email: _____
Signature: _____ Phone: _____ Title: _____
3. Name: _____ Email: _____
Signature: _____ Phone: _____ Title: _____

PART III: APPROVALS - Please enter the names of all currently Authorized Representatives to authorize the deletions and additions of the individuals above.

1. Name: Albessa Chavez
Signature: *Albessa Chavez*
Title: Director of Finance
2. Name: Uvaldina Valenzuela
Signature: *Uvaldina*
Title: Accounting Supervisor
3. Name: _____
Signature: _____
Title: _____
4. Name: _____
Signature: _____
Title: _____

Official Seal of Participant
(REQUIRED)

REQUIRED
Attested By: _____
Printed Name: _____
Title: _____

ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES



PART IV: PRIMARY CONTACT [required] - If the Primary Contact on file with TexSTAR was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexSTAR updates and other program mailings.

Name: Deborah Ottmers
Email Address: deborah.ottmers@ectorcountyisd.org
Phone Number: 432-456-9499

PART V: INQUIRY ONLY [optional] - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your TexSTAR account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

If you have any questions regarding this form or the Authorized Representatives currently on file with TexSTAR for your entity, please contact TexSTAR Participant Services at 1-800-839-7827.

Document with original signatures is required.
Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted
Mail originals to TexSTAR Participant Services * 1201 Elm Street, Suite 3500 * Dallas, Texas 75270



Request for Approval of Resolution of the Board to Designate Investment Officer(s)

The following request is being presented for approval of recommendation to designate an investment officer.

EXHIBIT B

RESOLUTION OF THE BOARD TO DESIGNATE INVESTMENT OFFICER(S)

WHEREAS, Section 2256.005(f) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Ector County Independent School District to designate one or more officers or employees as investment officer of the District; and

WHEREAS, the investment officer is responsible for the investment of the District's funds consistent with the District's investment policy;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Ector County Independent School District designates Deborah P. Ottmers to serve as the investment officer of the District to invest District funds as directed by the Board.

The authority of the investment officer granted by this resolution is effective until rescinded by the District or the termination of the named employee's employment by the District.

Adopted this 21st day of July, 2020, by the Board of Trustees.

Presiding Officer

Secretary



Request for Approval of Memorandum of Understanding Between Ector County ISD and TEA's Texas College Bridge Program

This Memorandum of Understanding between Ector County ISD and TEA's Texas College Bridge Program is to provide college prep curriculum for five years at no cost to the district.

The agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher training, enrollment process, evaluation, and an academic records processing system that tracks and confers credits from coursework with the Providers (Commmit!2Dallas in coordination with GreenLight Credentials, LLC and NROC Project). The NROC Project provides the curriculum coupled with Odessa College's developmental education curriculum. Coursework will prepare students for college level English and/or college level Math, while exempting them from TSIA Reading/Writing and/or TSIA Math. In order to complete the work required under the Agreement, the Program requires that the Providers have access to ECISD data.

The data sharing agreement will be in effect from June 15, 2020 until September 15, 2020. The Texas College Bridge Program itself runs for five years, beginning June 8, 2020 and ending June 8, 2025.

**MEMORANDUM OF UNDERSTANDING
FOR
DEVELOPMENT OF COLLEGE PREPARATORY
MATHEMATICS AND LANGUAGE ARTS COURSES**

This Memorandum of Understanding (“MOU”) is entered as of June 8, 2020 (the “Effective Date”) by and between the independent school districts and charter schools across Texas who elect to participate in the Texas College Bridge program (each a “school district”) and the institutions of higher education listed below (each an “institution of higher education”):

- Dallas County Community College District (“DCCCD”)¹
- The University of North Texas
- The University of North Texas at Dallas
- Texas A&M University at Commerce
- Texas Woman’s University

The school districts and the institutions of higher education may hereafter be referred to individually as “Party” and collectively as “Parties.”

WHEREAS, pursuant to Texas Education Code (“TEC”) Section 28.014, each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

WHEREAS, regional independent school districts and charter schools and institutions of higher education in the region recognized a joint opportunity to create seamless pathways for students to enter into college level work in mathematics and English Language Arts without further remediation; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above listed Parties, intending to be legally bound, agree as follows:

1. **Scope of Services.** The Parties agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this MOU as outlined below in the Support and Services portion of this MOU.

¹ During the Term of the MOU, it is anticipated that the DCCCD will receive approval from its accreditor to change from a junior college district comprised of seven (7) separately accredited institutions to a singly accredited institution. In connection therewith, and effective upon such accreditor approval, the DCCCD Board of Trustees has approved and authorized a change of name for the DCCCD to “Dallas College.” This change of name shall only effect a change of name for the DCCCD and all rights and obligations of the parties to the MOU are unaffected by the name change. There shall be no creation of a new entity, nor any transfer of assets, rights or obligations of the DCCCD to a new entity as a result of this name change and the DCCCD acknowledges and agrees that the change of name shall in no way affect its legal liabilities or obligations under the MOU. The DCCCD shall fully honor said legal obligations or commitments as if they had originally been made in the name of Dallas College. Upon the effective date of any name change, the DCCCD shall undertake to file all appropriate documentation with any governmental authority to memorialize the name change.

2. **Term.** This MOU shall begin on the Effective Date and continue for a period of five years, ending on June 8, 2025. Any Party may terminate its membership in this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other Parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the Parties.

3. **Support and Services.** The Parties agree to the following respective duties and responsibilities:
 - A. Each institution of higher education agrees:
 - i. To share data and provide feedback regarding student success in entry-level college mathematics and English language arts courses;
 - ii. To train advisors to recognize and honor course(s) on school district transcripts;
 - iii. To ensure that students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;
 - iv. To assist in supporting course goals, objectives and criteria for student mastery in accordance with state guidelines;
 - v. To provide input on common assessment tasks for each course;
 - vi. To review course outcomes, content, exams, and other program elements; and
 - vii. To exempt students in accordance with TEC 51.338.

 - B. Each school district agrees:
 - i. To provide qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready in accordance with Section 28 of the TEC;
 - iii. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
 - v. To provide rigorous instructional lessons aligned to the personalized needs of students and college readiness outcomes, and to implement the model with fidelity;
 - vi. To administer personalized and aligned assessments for each course;
 - vii. To follow mutually agreed upon protocols for determining successful completion; and
 - viii. To provide assistance with college enrollment and financial aid applications.

 - C. Students will be supported by school district personnel trained to help guide students to demonstrate agreed upon learning outcomes. The Parties agree to use the college readiness systems provided by Ed Ready (NROC), along with assessments, to provide students with a personalized intervention plan through the agreed upon intervention tools provided by Ed Ready. Each Party will be responsible for securing its own contractual arrangements and services from Ed Ready necessary to facilitate their performance under this MOU.

4. **No Exchange of Funds.** There will be no exchange of funds between Parties unless otherwise agreed by the Parties in writing. Each Party will arrange for funding to discharge its respective responsibilities. The ability of the Parties to carry out their responsibilities under this MOU is subject to their respective funding procedures and the availability of appropriated and/or allocated funds. Should a Party encounter budgetary constraints in the course of its performance of this MOU that may affect the activities to be carried out under this MOU, that Party will notify and consult with the other Party(ies) in a timely manner.

5. **FERPA.**

A. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, the educational records of students ("Educational Records") protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), each Party designates the other as a "School Official" with "Legitimate Educational Interests" in; and the Parties acknowledge and agree that for the purposes of this MOU, it will be designated as a "School Official" with "Legitimate Educational Interests" in such Educational Records. As a "School Official" with "Legitimate Educational Interests," as those terms have been interpreted by the U.S. Department of Education under FERPA, the Parties agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99(a) on School Officials. The Parties further agrees to maintain such Educational Records in accordance with the requirements of FERPA. The Parties agree to regard all Educational Records as confidential and shall not disclose such Educational Records to any third party, except as permitted or required by this MOU, required by law, or as otherwise authorize by the Parties, as appropriate, in writing.

B. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, personally identifiable student information ("PII") from an Educational Record, each Party agrees to comply with all provisions of FERPA and Texas law as they apply to PII, and to use such PII pursuant to this MOU and in compliance with the terms and conditions of this MOU and only for such purposes as may be authorized in this MOU. As used in this Section, PII means that student information identified as such in FERPA 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. Only authorized officers and employees of the Parties with a legitimate interest in PII as delineated by the parameters of this MOU shall view and have access to PII information. The Parties understand that PII from Educational Records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Parties shall not redisclose PII in any way that causes a breach in confidentiality.

6. **Non-Compliance.** Notwithstanding any provision herein to the contrary, any Party does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice, this MOU may be terminated immediately upon written notice as set forth in Section 7 of this MOU.

7. **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to Dallas County Promise:

Kristyn Edney
Director of College Readiness & Success
Dallas County Promise
3800 Maple Dr., Suite 800
Dallas, TX 75219

If to an institution of higher education:

Notice and communication shall be addressed to the signatory for the Party listed on the separate signature page attached hereto

8. **Amendment and Modification.** No modification, amendment or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.
9. **Counterparts:** This MOU may be signed in any number of separate counterparts, no one of which need contain all of the signatures of the Parties, and as many of such counterparts as shall together contain all of the signatures of the Parties shall be deemed to constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.
10. **Signatory Approval:** The undersigned Parties represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized. By signing this MOU, each Party binds themselves to the faithful performance of their respective obligation set forth herein. It is mutually understood that this MOU becomes effective between the Parties on the Effective Date set forth above.

[Separate Signature Page Attached]

MEMORANDUM OF UNDERSTANDING
COMMUNITY COLLEGES AND UNIVERSITIES AS LISTED
COLLEGE PREP MATHMATICS AND LANGUAGE ARTS COURSES

Institutions of Higher Education Representatives:

By: Joe D. May
Name: Joe D. May
Institution Name: Dallas County Community College District

Date: 05/14/2020
Title: Chancellor

By: Neal J. Smatresk
Name: Neal Smatresk
Institution Name: The University of North Texas

Date: 5/15/2020
Title: President

By: Bob Mong
Name: Bob Mong
Institution Name: The University of North Texas at Dallas

Date: 05/15/2020
Title: President

By: Mark Rudin
Name: Mark Rudin
Institution Name: Texas A&M University-Commerce

Date: 05/15/2020
Title: President

By: Carine M. Feyten
Name: Carine M. Feyten
Institution Name: Texas Woman's University

Date: 5/19/2020
Title: Chancellor and President



**REQUEST FOR APPROVAL OF THE WAIVER FOR TXVSN COURSE
REVIEW AND/OR TEACHER PROFESSIONAL
DEVELOPMENT REQUIREMENTS**

Waiver for TXVSN Course Review and/or Teacher Professional Development Requirements

Texas Education Code, 30A.105(a)(2) and/ or 30A.111(a)(2), and 19 Texas Administrative Code, 70.1027 (a)(1)

The ECISD Curriculum and Instruction Department is requesting this waiver of professional development and course review requirement in order to allow our teachers who have not completed the requirement to teach online classes through the Texas Virtual School Network (TXVSN) during the 2020- 2021 school year.

Waiver Process:

- Committee review and comments
- Board Approval

TXVSN would allow ECISD to participate in online courses for our high school students. This program would help with our teacher shortage and ensure that students have the opportunity to participate in their required courses.

Administrative Recommendation:

It is recommended that the Board of Trustees approve the waiver of TXVSN Course Review and/or Teacher Professional Development Requirements



REQUEST FOR APPROVAL OF PARENT NOTICE REQUIREMENTS FOR STUDENTS AT RISK OF FAILURE WAIVER

Waiver for Parent Notice Requirements for Students At Risk of Failure

Texas Education Code, §28.006(c-1) and/or §28.006(c-2)

As announced in March, all State of Texas Assessments of Academic Readiness (STAAR®) administrations scheduled for April, May, and June 2020 are cancelled. Student Success Initiative (SSI) promotion/retention requirements found in the Texas Education Code (TEC), §28.0211 are waived for the 2019–2020 school year. However, Texas school districts and open-enrollment charter schools are still required to provide early notice to parents or guardians of students in grades 4 and 7 identified to be at risk of failure on the first administration of an assessment required for grade advancement in the next school year. Under Texas Administrative Code (TAC) §101.2009, the superintendent must establish the instruments and procedures to be used to determination which students are at-risk. Given that the STAAR administrations for April, May, and June 2020 are cancelled, the at-risk determination will need to be made through means that do not involve state testing results from the current year. The current rule requires this notice to be issued before the end of a school year. If a district or charter school is not able to or does not have sufficient information to make a determination about a student’s risk of failure at this time, the school district should request a waiver to delay the notice requirement from the Commissioner until the start of the 20-21 school year.

The Curriculum and Instruction Department is asking for a waiver to delay the notice requirement to parents or guardians of 4th and 7th grade students who are identified as being at- risk of failure on our approved assessment until the fall of 2020.

ECISD will be administering the NWEA Map test to our students starting Aug. 24th. Testing will be completed by Sept. 11th. At that time we will send parents or guardians the required at- risk notification.

Administrative Recommendation:

It is recommended that the Board of Trustees approve the waiver for Parent Notice Requirements for Students At Risk of Failure



Waivers

2019-2020 Application for Other Waiver

Waiver ID: 56872

Application Information

Category: General

Creator: Heather Potts, District Editor

Status: Superintendent Review

Creation Date: 7/3/2020

Approving Superintendent:

Assigned To:

LEA Contact

Full Name: Heather Potts

Phone: (432) 456-9729

Email: heather.potts@ectorcountysisd.org

LEA Information

LEA: ECTOR COUNTY ISD (068901)

Address: P O BOX 3912, ODESSA, TX 79760-3912

Phone: (432) 456-9879

Date of LEA Board of Trustees Approval

Date: 7/3/2020

Special Instructions

This waiver allows districts and charter schools to request a waiver of a requirement, restriction, or prohibition imposed by the Texas Education Code (TEC) or rule of the board or commissioner, except as prohibited by TEC § 7.056 (e).

Waiver Description

Enter a brief waiver description:

Waiver of Required Early Notice of Students At Risk of Failure

General Questions

1. Give a brief narrative description of the requested waiver.

Waiver of required early notice of students at risk of failure (COVID-19 disruptions)

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

na

3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.

TEC 28.0211(d)(3) and TAC 101.2009(b)

4. Describe the plan to be implemented, if the waiver is granted.

na

5. How will granting this waiver help achieve the district's or campus' objective?

na

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

na

Requested Years

2019-2020

LEA Attachments (1)

Title	Type	Size	Date Added	Added By
Board Agenda	PDF	73.6 kb	2020-07-03	heather.potts



REQUEST FOR APPROVAL OF SCHOOL NUTRITION MEAL PRICES FOR 2020-2021 AND NEW MEAL CHARGING POLICY

The School Nutrition Department is recommending the following changes to lunch prices and charging policy.

We are recommending the following changes in lunch prices:

- Increasing the adult breakfast to \$3.00 and lunch to \$4.00.
- No breakfast and lunch charge for all elementary students (CEP).
- No breakfast and lunch charge for all secondary students (Universal Free).

We are recommending the following changes in the charge policy:

- Faculty permitted to charge up to 25 meals per month (\$100).

School Nutrition Charge Policy

Updated for SY20-21

The following policy is on file with the Texas Department of Agriculture (TDA).

Faculty

Charging

Permanent campus faculty will be permitted to charge up to 25 meals per month (\$100). If they move campuses during the year, the charge will remain with them but if they leave the district, the balance remains with the campus where they charged. It is highly recommended that they be required to pay their balance in full before leaving the campus or district.

Balance Notification

The district will ensure all balances throughout the year are settled before the next school year.

Payments

Payments may be made with cash or check at the campus or online at www.paypams.com.

Outstanding Faculty Debt

Outstanding faculty debt resulting from nonpayment for meals is not an allowable cost to the nonprofit school food service account and cannot be absorbed by our department. We are required to receive funding from the district finance office for any faculty meal charges that remain at the end of the school year.

School Nutrition Lunch Prices for SY20-21

Elementary Campuses

We are pleased to announce that we will be extending the Community Eligibility Provision to all elementary campuses this year. The Community Eligibility Provision (CEP) is a non-pricing meal service option for schools and school districts in low-income areas. CEP allows the nation's highest poverty schools and districts to serve breakfast and lunch at no cost to all enrolled students without collecting household applications. Instead, schools that adopt CEP are reimbursed using a formula based on the percentage of students categorically eligible for free meals based on their participation in other specific means-tested programs, such as the Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF).

Secondary Campuses

We will implement USDA's Universal Free Feeding Program for SY20-21 for all secondary campuses. The program requires that we still collect meal applications from this group of households (for reimbursement purposes) but allows us to provide breakfast and lunch meals at no cost to all students.

Adult Meal Prices

Per TDA, the charge for adult meals must, at a minimum, be greater than the amount of total reimbursement received for a free meal plus another other supplemental payments received by our department. The adult meal prices for this school year are listed below.

Breakfast-\$3.00

Lunch-\$4.00

This program is funded by USDA. This institution is an equal opportunity provider.



REQUEST FOR APPROVAL OF ECTOR COUNTY I.S.D. HAZARDOUS TRAFFIC AREA DESIGNATION

As per Texas Education Code 42.155 a district may request an additional 10 percent of its regular transportation allotment to be used for the transportation of children living within two miles of the school they attend who would be subject to hazardous traffic conditions if they walked to school.

In order to be considered for the additional funding the hazardous traffic area designation must be approved by the Board of Trustees during a duly posted meeting.

Ector County I.S.D. Hazardous Area Designation

Texas Education Code 42.155 (d)

A district or county may apply for and on approval of the commissioner receive an additional amount of up to 10 percent of its regular transportation allotment to be used for the transportation of children living within two miles of the school they attend who would be subject to hazardous traffic conditions if they walked to school. Each board of trustees shall provide to the commissioner the definition of hazardous conditions applicable to that district and shall identify the specific hazardous areas for which the allocation is requested. A hazardous condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition.

TEA School Transportation Allotment Handbook

6.2 How Does Our District Ensure That Hazardous-Traffic-Area Service Is Eligible to Be Reported?

To establish funding eligibility for the transportation of hazardous-traffic-area students, your district's school board must adopt a local policy that:

- defines the hazardous traffic conditions that apply to the district and exist within two miles of its campuses
- and**
- identifies the specific hazardous traffic areas within the district that contain the hazardous traffic conditions that the board has defined (the specific hazardous traffic areas eligible for route service).

Your district must submit a copy of the initial policy to the TEA School Transportation Unit to establish eligibility for service that may be provided as a result of the policy. The board policy may be in any written format but must be adopted through official board action. Eligibility is effective as of the date the board adopts the policy. Eligibility is not retroactive to the beginning of a school year if the policy is adopted after the school year begins.

The board policy may be submitted by mail, email, or fax to the postal address, email address, or fax number provided in Appendix A. For audit purposes, your district must also maintain a copy of the policy and a record of its adoption.

Any subsequent change to the policy must be adopted through official board action and must be maintained locally for audit purposes. However, your district is not required to submit the revised policy to the TEA.

Ector County I.S.D. Hazardous Area Designation Less than 2-miles from campuses are:

Blanton Elementary

Blanton attendance zone north of E. 42nd Street, east of John Ben Sheppard Pkwy Blvd, and south of E. University that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Bonham Middle School

Bonham attendance zone south of E. 2nd Street that is within the 2-mile non-eligibility zone.

Reason: Railroad Tracks

Burleson Elementary

Burleson attendance zone south of Hwy 302 and west of N. County Rd. W. that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Burnet Elementary

Burnet attendance zone south of E. University that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Buddy West Elementary

Buddy West attendance zone north of W. University that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Buice Elementary

Buice attendance zone.

Reason: No walkway provided. Streets without safe passage for elementary age students.

Carver E.E. Center

Carver attendance zone west of S. Grant Avenue; north of E. and W. 1st Street that is within the 2-mile non-eligibility zone.

Reason: Streets without safe passage for PK students.

Crockett Middle School

Crockett attendance zone west of N.W. Loop 338 that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery with no designated pedestrian crossing.

Dowling Elementary

Dowling attendance zone south of E. 8th and W. 8th Street and West of N. Grant Avenue that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students and Railroad Tracks.

Edward K. Downing Elementary

Edward K. Downing attendance zone south of W. 3rd Street between N. War Admiral Drive and N. Moss Avenue.

Reason: No walkway or safe passage for elementary age students.

Goliad Elementary

Goliad attendance zone west of N. Hwy 385 and south of E. 42nd Street that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Gonzales Elementary

Gonzales attendance zone south of E. 8th Street that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Ireland Elementary

Ireland attendance zone south of E. 42nd Street that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Jordan Elementary

Jordan attendance zone west of N. Hwy 385 that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Noel Elementary

Noel attendance zone west of N.W. Loop 338 and south of W. University that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery with no designated pedestrian crossing.

Odessa High School

Odessa High attendance zone south of 2nd Street between S. Sam Houston Avenue and Williams Avenue.

Reason: Railroad Tracks

Pease Elementary

Pease attendance zone west of N.W. Loop 338 and north of W. University that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery with no designated pedestrian crossing.

Sam Houston Elementary

Sam Houston attendance zone west of N. Hwy 385 and south of E. University that is within the 2-miles non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

San Jacinto Elementary

San Jacinto attendance zone west of N. West County Rd that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Travis Elementary

Travis attendance zone south of I-20 and west of South Crane Avenue.

Reason: Major traffic artery without safe passage for elementary age students.

Zavala Elementary

Zavala attendance zone west of S. County Road W. and south of I-20 that is within the 2-mile non-eligibility zone.

Reason: Major traffic artery without safe passage for elementary age students.

Note: See FFC(EXHIBIT) regarding transportation of students in foster care

Bus Routes

School bus routes will be planned to consider:

1. Student population density;
2. Bus capacity;
3. Traffic routes, including hazardous traffic areas;
4. Economy of operation;
5. Location of authorized bus stops;
6. Conditions of roads and bridges;
7. Student travel time; and
8. Transportation of ineligible students, if authorized by the Board

Busing information will be distributed to parents and students before the first day of school. Transportation will inform parents and students of subsequent schedule changes.

All students who use District Transportation will board buses at authorized stops.

INELIGIBLE
STUDENTS

Transportation for students not eligible for bus service will be granted to students based on the following criteria:

1. The building principal must determine if a hardship exists that prevents or causes extreme difficulty in the parent providing transportation to and from school. Having made this determination, the building principal will send the parent to the Transportation Office with the recommendation form to determine if service is available.
2. Consideration will be given only if space is available on a bus that serves the student's school and residence area. Availability is based on 100% of capacity: seventy-one (71) students on elementary buses and fifty-five (55) students on secondary buses.
3. Permission will be granted on a first come, first serve, non-segregated, non-discriminatory basis as hardship recommendations are received in the Transportation Office.

4. Permission will be revoked at any time the bus reaches maximum capacity. Students who were last granted permission will be the first removed on a non-segregated, non-discriminatory basis. Students who are “bumped” during the semester shall be entitled to a refund of fee for any remaining months of the semester. Fees will be prorated at the rate of \$10.00 per month or any portion of a month.
5. A student will meet the bus at the stop that is closest to his/her address or the bus may make a stop on the way to the school provided the stop is along the legal route and is not within one mile of the school.
6. A fee of \$45.00 per family, per semester, will be charged for the bus service to ineligibles. The fee may be waived for students qualifying for free lunch, or reduced for students qualifying for reduced lunch prices, under the Federal Lunch Program. The reduced fee will be \$20.00 per semester. This fee is due at the beginning of each semester. A five-day grace period will be observed. Service will be discontinued at the end of the grace period if payment for the semester has not been received.
7. Billings, payments, and contracts will be handled at the Transportation Office, 2211 west 10th Street.

Ector County I. S. D. Hazardous Area Designation

Texas Education Code 42.155 (d) A District or county may apply for and on approval of the commissioner receive an additional amount of up to ten percent of its regular transportation allotment to be used for the transportation of children living within two miles of the school they attend who would be subject to hazardous traffic conditions if they walked to school. Each Board of Trustees shall provide to the commissioner the definition of hazardous conditions applicable to the District and shall identify the specific hazardous areas for which the allocation is requested. A hazardous condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition.

[TEA School Transportation Allotment Handbook](#)

6.2 How Does Our District Ensure That Hazardous-Traffic-Area Service is Eligible to Be Reported?

To establish funding eligibility for the transportation of hazardous-traffic-area students, your District's school Board must adopt a local policy that:

- defines the hazardous traffic conditions that apply to the District and exist within two miles of its campuses

and

- identifies the specific hazardous traffic areas within the District that contain the hazardous traffic conditions that the Board has defined (the specific hazardous traffic areas eligible for route service).

Your District must submit a copy of the initial policy to the TEA School Transportation Unit to establish eligibility for service that may be provided as a result of the policy. The Board policy may be in any written format but must be adopted through official Board action. Eligibility is effective as of the date the Board adopts the policy. Eligibility is not retroactive to the beginning of a school year if the policy is adopted after the school year begins. The Board policy may be submitted by mail, email, or fax to the postal address, email address, or fax number provided in Appendix A. For audit purposes, your District must also maintain a copy of the policy and a record of its adoption.

Any subsequent change to the policy must be adopted through official Board action and must be maintained locally for audit purposes. However, your District is not required to submit the revised policy to the TEA.

Ector county I.S.D. Hazardous Area Designation

Less than 2 miles from campuses are:

Blanton Elementary

Blanton attendance zone north of E. 42nd Street east of John Ben Shepperd Pkwy. Blvd., and south of E. University that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Bonham Middle School

Bonham attendance zone south of E. 2nd Street that is within the 2-mile non-eligibility zone.

REASON: Railroad Tracks.

Burleson Elementary

Burleson attendance zone south of Hwy. 302 and West of N. County Rd. that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Burnet Elementary

Burnet attendance zone south of E. University that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Buddy West Elementary

Buddy West attendance zone north of W. University that is within the 2-mile ~~walk~~ non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Carver EE Center

Carver attendance zone ~~north of E. Murphy Street, East of College Avenue, South of Phillips Street, and West of S. Dixie Blvd.~~ west of S. Grant Avenue; north of E. and W. 1st Street that is within the 2-mile non-eligibility zone.

REASON: Streets without safe passage for PK students.

Crockett Middle School

Crockett attendance zone west of N. W. Loop 338 that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery with no designated pedestrian crossing.

Dowling Elementary

Dowling attendance zone south of E. 8th Street and W 8th Street and west of N. Grant Avenue that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students and Railroad Tracks.

Edward K. Downing Elementary

Edward K. Downing attendance zone south of W. 3rd Street between N. War Admiral Drive and N. Moss Avenue.

REASON: No walkway or safe passage for elementary age students.

Goliad Elementary

Goliad attendance zone west of N. Hwy. 385 and south of E. 42nd Street that is within the 2-mile non-eligibility zone,

REASON: Major traffic artery without safe passage for elementary age students.

Gonzales Elementary

Gonzales attendance zone south of E 8th Street that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Ireland Elementary

Ireland attendance zone south of E. 42nds Street that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Jordan Elementary

Jordan attendance zone west of N. Hwy. 385 that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

Lamar E. E. Center

~~Lamar attendance zone north of E. 7th Street, east of Lettie Lee, south of E. 5th Street, West of Jefferson Street.~~

~~REASON: Streets without safe passage for PK students.~~

Noel Elementary

Noel attendance zone west of N. W. Loop 338 and south of W. University that is within the 2 mile walk zone.

REASON: Major traffic artery with no designated pedestrian crossing.

Odessa High School

Odessa High attendance zone south of 2nd Street between S. Sam Houston Avenue and Williams Avenue.

REASON: Railroad Tracks.

Pease Elementary

Pease attendance zone west of N. W. Loop 338 and north of W. University that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery with no designated pedestrian crossing.

Sam Houston Elementary

Sam Houston attendance zone west of N. Hwy. 385 and south of E. University that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.

San Jacinto Elementary

San Jacinto attendance zone west of N. West County Rd. that is within the 2-mile non-eligibility zone,

REASON: Major traffic artery without safe passage for elementary age students.

Travis Elementary

Travis attendance zone south of I-20 and West of South Crane Avenue.

REASON: Major traffic artery without safe passage for elementary age students.

Ector County ISD
068901

TRANSPORTATION MANAGEMENT
STUDENT TRANSPORTATION

CNA
(REGULATION)

Zavala Elementary

Zavala attendance zone west of S. County Road W. and south of I-20 that is within the 2-mile non-eligibility zone.

REASON: Major traffic artery without safe passage for elementary age students.



REQUEST FOR APPROVAL OF AVID CONTRACTS FOR ALL ECISD CAMPUSES AND AVID EXCEL FOR BONHAM, BOWIE, CROCKETT, NIMITZ AND WILSON & YOUNG 2020-2021

Presented for your consideration are the AVID Contracts and AVID Excel Contract for the 2020-2021 school year.

Budget

AVID Excel: \$10,075.00 This is paid with local funds and budgeted for in the coming year.

AVID: \$114,010.00 This is paid with local funds and budgeted for in the coming year.

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-79143
 Client: Ector County Independent School
 District
 Address: PO Box 3912
 Odessa, TX 79760

AVID Center Representative: Amy Chapman
 Phone: (972) 591-2518
 Email: achapman@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Austin Montessori Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Austin Montessori Elem School SUBTOTAL:				\$2,729.00

Barbara Jordan Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Barbara Jordan Elem School SUBTOTAL:				\$2,729.00

Blackshear Magnet Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Blackshear Magnet Elem School SUBTOTAL:				\$2,729.00

Blanton Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Blanton Elementary School SUBTOTAL:				\$2,729.00

Bonham Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Bonham Middle School SUBTOTAL:				\$3,214.00

Bowie Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Bowie Middle School SUBTOTAL:				\$3,214.00

Burluson Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Burluson Elementary School SUBTOTAL:				\$2,729.00

Burnet Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Burnet Elementary School SUBTOTAL:				\$2,729.00

Cameron Dual Lang Magnet Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Cameron Dual Lang Magnet Sch SUBTOTAL:				\$2,729.00

Crockett Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Crockett Middle School SUBTOTAL:				\$3,214.00

Dowling Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Dowling Elementary School SUBTOTAL:				\$2,729.00

Dr Lee Buice Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Dr Lee Buice Elementary School SUBTOTAL:				\$2,729.00

Ector Clg Prep Success Acad				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Ector Clg Prep Success Acad SUBTOTAL:				\$3,214.00

Ector Co Youth Alt Center				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Ector Co Youth Alt Center SUBTOTAL:				\$3,214.00

Edward K Downing Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Edward K Downing Elem School SUBTOTAL:				\$2,729.00

Falcon Early College High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Falcon Early College High Sch SUBTOTAL:				\$3,214.00

Gale Pond Alamo Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Gale Pond Alamo Elem School SUBTOTAL:				\$2,729.00

George Buddy West Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
George Buddy West Elem School SUBTOTAL:				\$2,729.00

George W Bush New Tech Odessa				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
George W Bush New Tech Odessa SUBTOTAL:				\$3,214.00

Goliad Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00

1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Goliad Elementary School SUBTOTAL:				\$2,729.00

Gonzales Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Gonzales Elementary School SUBTOTAL:				\$2,729.00

Hays Magnet Academy				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Hays Magnet Academy SUBTOTAL:				\$2,729.00

Ireland Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Ireland Elementary School SUBTOTAL:				\$2,729.00

Lauro Cavazos Elementary Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Lauro Cavazos Elementary Sch SUBTOTAL:				\$2,729.00

Lyndon B Johnson Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Lyndon B Johnson Elem School SUBTOTAL:				\$2,729.00

Milam Magnet Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Milam Magnet Elementary School SUBTOTAL:				\$2,729.00

Murry Fly Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Murry Fly Elementary School SUBTOTAL:				\$2,729.00

Nimitz Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Nimitz Middle School SUBTOTAL:				\$3,214.00

Noel Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Noel Elementary School SUBTOTAL:				\$2,729.00

Odessa Career Tch Early Clg HS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$485.00	\$0.00
Odessa Career Tch Early Clg HS SUBTOTAL:				\$2,729.00

Odessa High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$485.00	\$0.00
Odessa High School SUBTOTAL:				\$2,729.00

Pease Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Pease Elementary School SUBTOTAL:				\$2,729.00

Permian High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Permian High School SUBTOTAL:				\$3,214.00

Reagan Magnet Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Reagan Magnet Elem School SUBTOTAL:				\$2,729.00

Ross Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Ross Elementary School SUBTOTAL:				\$2,729.00

Sam Houston Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Sam Houston Elementary School SUBTOTAL:				\$2,729.00

San Jacinto Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
San Jacinto Elementary School SUBTOTAL:				\$2,729.00

Travis Magnet Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Travis Magnet Elem School SUBTOTAL:				\$2,729.00

Wilson & Young Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$2,729.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$485.00
Wilson & Young Middle School SUBTOTAL:				\$3,214.00

Zavala Magnet Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$2,729.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Zavala Magnet Elem School SUBTOTAL:				\$2,729.00

TOTAL: \$114,010.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

**Ector County Independent School
District**

Signature: _____

Print

Name: _____

Title: _____

Date: _____

Signature: _____

Print

Name: _____

**Email
Address** _____

Title: _____

Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark][®] or [AVID Trademark][™]. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

AVID: Proven Achievement, Lifelong Advantage

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID provides a foundational systemic approach to individualized student success beginning with AVID elementary instilling schoolwide strategies, tools and skills then transforming to add an elective class in secondary education for those electing or needing more support. Opportunities and education for college readiness activities, events, and knowledge for exploration of personal dreams are frequently provided through a multitude of resources and platforms. As learners complete their public education journey AVID continues with scaffolded support through higher education colleges and universities. Within our community both Odessa College and the University of Texas in the Permian Basin are AVID institutions.

The AVID contract covers curriculum, resources, professional learning, district support, and access to networks of learning opportunities.

Below are further descriptions of each step:

AVID Elementary: By teaching and reinforcing academic behaviors and higher-level thinking at a young age, AVID Elementary teachers create a ripple effect in later grades. Elementary students develop the academic habits they will need to be successful in middle school, high school, and college, in an age-appropriate and challenging way. Children learn about organization, study skills, communication, and self-advocacy. AVID Elementary students take structured notes and answer and ask high-level questions that go beyond routine answers.

AVID Secondary: Our nation's schools are full of students who possess a desire to go to college and the willingness to work hard, but many of them do not truly have the opportunity to be college-ready. These are often the students who will be the first in their families to attend college and are from groups traditionally underrepresented in higher education. AVID Secondary equips teachers and schools with what they need to help these students succeed on a path to college and career success.

To address this need, AVID has developed the AVID Elective course. For one period a day, students receive the additional academic, social, and emotional support that will help them succeed in their school's most rigorous courses.

AVID for Higher Education: AVID for Higher Education (AHE) works with two-year and four-year colleges and universities to implement a holistic approach to accelerating student success.

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-79144
 Client: Ector County Independent School
 District
 Address: PO Box 3912
 Odessa, TX 79760

AVID Center Representative: Hayley Steele
 Phone: (858) 633-0081
 Email: hsteele@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Bonham Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$0.00	\$995.00
Bonham Middle School SUBTOTAL:				\$995.00

Bowie Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$0.00	\$995.00
Bowie Middle School SUBTOTAL:				\$995.00

Crockett Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$0.00	\$995.00
2	AVID Summer Institute Registration Fee	\$925.00	\$150.00	\$1,700.00
Crockett Middle School SUBTOTAL:				\$2,695.00

Nimitz Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$0.00	\$995.00
2	AVID Summer Institute Registration Fee	\$925.00	\$150.00	\$1,700.00
Nimitz Middle School SUBTOTAL:				\$2,695.00

Wilson & Young Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$0.00	\$995.00
2	AVID Summer Institute Registration Fee	\$925.00	\$150.00	\$1,700.00
Wilson & Young Middle School SUBTOTAL:				\$2,695.00

TOTAL: \$10,075.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

**Ector County Independent School
District**

Signature: _____

Print

Name: _____

Title: _____

Date: _____

Signature: _____

Print

Name: _____

**Email
Address** _____

Title: _____

Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark][®] or [AVID Trademark][™]. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



**REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT
BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT AND COMMUNITIES IN SCHOOLS OF THE
PERMIAN BASIN, INC.**

Attached you will find the request for approval of the interlocal agreement between The Ector County Independent School District and Communities in Schools of the Permian Basin, Inc.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

INTERLOCAL AGREEMENT BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

THIS INTERLOCAL AGREEMENT hereinafter referred to as “the Agreement” is made by and between the Ector County Independent School District (hereinafter referred to by name or as “ECISD”), and Communities in Schools of the Permian Basin, Inc. (hereinafter referred to by name or as CISP), pursuant to Chapter 791 of the Texas Government Code.

WHEREAS, Communities In Schools of the Permian Basin, Inc. is a non-profit organization administered by the Texas Education Agency (TEA); and

WHEREAS, the Ector County Independent School District desires to contract with Communities In Schools of the Permian Basin, Inc. to render services to ECISD students participating in the CISP model; and

WHEREAS, Communities In Schools of the Permian Basin, Inc. desires to perform said services;

NOW THEREFORE, the parties enter into the following Agreement:

ARTICLE 1 – CONTRACT TERM

This Agreement for services is effective September 1, 2020, and shall continue through August 31, 2021.

ARTICLE 2 – PURPOSE

The purpose of the Agreement is to provide assistance to ECISD students who are at risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to the Texas Education Code 29.081 (d) 1 through 13 (g).

ARTICLE 3 – SCOPE OF SERVICES

CISP will provide to ECISD during the term hereof, the following projects and services:

- (1) At least one full-time Campus Coordinator, per campus, to assist and case manage 95 ECISD students who are at-risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to Texas Education Code 29.081 (d) 1 through 13 (g). CISP will case manage participating students and will coordinate referrals to and from its partnering agencies. Services provided will fall within the scope of the six (6) components of the CIS model: Supportive Guidance; Health and Human Services; Parent and Family Engagement; Enrichment Activities; College and Career Readiness; and Academic Support. Campus Coordinators will provide services addressing Academics, Attendance, Behavior and Social Services.
- (2) Prevention services will address drug and alcohol and tobacco issues via presentations and educational activities.

- (3) Program offerings that address academic or social development topics and are developed by CISPb and/or partner agencies may be implemented on individual campuses with the respective campus administrator's approval.
- (4) Each Campus Coordinator will be expected to meet the established goal of 95 students per campus by January 31, 2021.

ECISD will provide to CISPb during the term hereof, the following projects and services:

- (1) A computer generated list of students meeting the TEA definition of "at-risk." This list will be supplied to CISPb as soon as possible following the last day of classes in the second semester. CISPb will focus on enrolling students from this list by contacting parents to promote the services available to their children.
- (2) Additional referrals of students meeting the TEA definition of "at-risk" throughout the academic year.
- (3) Ensure teachers and administrators at all participating campuses are familiar with the combined goals of ECISD and CISPb and that all ECISD campus staff work cooperatively with CISPb to ensure the goal of 95 students per campus is met by January 31, 2021.
- (4) Ensure CISPb has adequate access to student data records necessary to assess the eligibility of students for the CIS program, assess student needs, monitor student progress, and to evaluate the effectiveness of service delivery. Such data will include demographics, grades, attendance records, TAKS/STAAR testing, transcripts, behavior referrals, graduation plans, and any other data required to case manage students as required in the TEA Campus Handbook.
- (5) Provide a single point of contact responsible for the facilitation and resolution of problems with the potential to create obstacles to CISPb in meeting expected outcomes.
- (6) Provide space for all campuses served by CIS to include: janitorial services, utilities, maintenance/repair, phones, office furniture, and computer.
- (7) Include CISPb staff in district trainings and seminars related to the combined goals of ECISD and CISPb of retention and graduation of "at-risk" students.

ARTICLE 4 – CAMPUS AND DISTRICT IMPROVEMENT PLANS

ECISD will ensure that CISPb is written into the campus and district improvement plans as a strategy for drop-out prevention.

ARTICLE 5 – SUPERVISION

CISPb as employer of record for the Campus Coordinators will provide day-to-day supervision of work product and behavior as required by CISPb Employee Handbook and the TEA mandated CIS Program Operations Requirements. ECISD, as campus host, will provide feedback to CISPb management on work product and behavior, both positive and negative. CISPb will communicate issues requiring significant disciplinary actions with ECISD when such action is warranted. CISPb remains the final authority on disciplinary measures related to Campus Coordinators when the problem is related to CIS policies and

procedures. Campus administration will be provided monthly reports of each Campus Coordinator's activities. Should a Coordinator's job performance need improvement, CISPb will place the Coordinator on a Performance Improvement Plan designed to best serve the employee, the District, and the students. CISPb will immediately investigate and address any workplace product or behavior the District believes to be disruptive or counter-productive to the Campus educational process.

ARTICLE 6 – EVALUATION COMPONENT

CISPb will provide to ECISD a written report of the program's effectiveness by the November 2021 Board meeting covering the prior contract term. Surveys will be distributed to students, parents, as well as administrative and support staff by April 2021 for evaluation of the current year's services.

ARTICLE 7 – PROGRAM PLACEMENT

The following schools are included in this term's program contract. Number in parentheses, (#), indicates number of positions dedicated to that campus:

- Odessa Senior High School (2)
- Permian Senior High School (2)
- Alternative Education Center (1)
- Bonham Middle School (2)
- Bowie Middle School (1)
- Crockett Middle School (2)
- Nimitz Middle School (1)
- Wilson & Young Medal of Honor Middle School (1)
- Ector College Prep Success Academy (1)

ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the services to be performed by CISPb pursuant to this Agreement, ECISD agrees to pay to CISPb \$350,000.00.

Upon receipt of invoice from CISPb, payment shall be paid in quarterly installments of \$87,500.00 for services rendered for the total sum of \$350,000.00.

ARTICLE 9 – USES OF ECISD INFORMATION AND RECORDS BY CISPb

Authorized representatives of CISPb may access and use information obtained from ECISD's student database systems for the sole purpose of enrolling and case managing ECISD students in the CIS program. CISPb will not release or disclose to the public or any third party such information or records without the prior written consent of the parent(s) of the minor child in question, except as required by the state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of CISPb for the permissible uses stated herein. Said information is considered confidential, and shall not be used by CISPb or any of its employees or agents for private purposes. CISPb acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, CISPb will educate and inform its staff regarding ECISD "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from ECISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.). CISPb further agrees that the

information or records disclosed or obtained pursuant to this Agreement will be destroyed by CISPb after the need for such information ceases to exist.

ARTICLE 10 – TERMINATION

This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent in writing by both parties.
- B. By either party upon thirty (30) days written notice to the other party.
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

ARTICLE 11 – AMENDMENTS

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

ARTICLE 12 – ASSIGNMENT

Neither party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other party.

ARTICLE 13 – LIABILITY AND INDEMNITY

The parties hereto agree to the extent permitted by law, to forever release from liability, indemnify, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, CISPb agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless, ECISD for the acts and/or omissions of any CISPb employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, ECISD agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless CISPb for the acts and/or omissions of any ECISD employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

ARTICLE 14 – NOTICES

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For CISPb: Communities In Schools of the Permian Basin, Inc.
Eliseo Elizondo, Executive Director
PO Box 10532
Midland, TX 79702

For ECISD: Ector County Independent School District
Dr. Scott Muri, Superintendent
802 N. Sam Houston Ave.
Odessa, TX 79761

ARTICLE 15 – APPROPRIATION OF FUNDS


CISPB and ECISD agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. CISPB and ECISD acknowledge that this Agreement is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues available to the paying party, and any future payments are subject to appropriations.

WHEREAS, Communities In Schools of the Permian Basin, Inc. and the Ector County Independent School District agree to the terms as set forth above, this Agreement shall be effective on the date described in Article 1 provided Agreement is fully executed by the proper authorities of each entity, after approval by the governing bodies of such entities.

AGREED TO BY:

COMMUNITIES IN SCHOOLS
OF THE PERMIAN BASIN, INC.

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: 
Eliseo Elizondo, Executive Director

By: _____
Scott Muri, Superintendent

Date: 06-22-20

Date: _____



REQUEST FOR APPROVAL OF APPLICATION OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP) 2020-2021

Attached you will find the request for approval of the application Optional Flexible School Day Program (OFSDP) 2020-2021

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

2020-2021 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).**

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP. (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article I - Parties to Agreement

Provisions of Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Ector County Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

802 N. Sam Houston Street, Odessa, Texas 79761

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

Article III - Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- [] Appendix One, Assurances
- [] Appendix Two, Board Approval
- [] Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
- [] Appendix Four, Contact Sheet
- [] Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).
- and**
2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

8. to comply with all reporting requirements established by the TEA,
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Delma Abalos, School Board President, (432) 333-3614

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. Scott Muri, Superintendent, (432) 456-9879

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:

Month:	July
Day:	21st
Year:	2020
Time:	6:00pm
Location:	802 N. Sam Houston, Odessa, TX 79761

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Delma Abalos, Board President, (432) 333-3614

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. Scott Muri, Superintendent, (432) 456-9879

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three. Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Concisely provide the information below on separate 8 ½" x 11" sheets of paper:

1. Please indicate the number of OFSDP students that will be served per teacher.
2. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.
3. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:
 - a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

NOTE: absences and days present do not exist in the OFSDP program

4. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how student will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	Heather Potts
District Superintendent or Charter School Chief Operations Officer:	Dr. Scott Muri
Mailing Address:	P.O. Box 3912
City, State, Zip Code:	Odessa, TX 79760
Telephone Number:	(432) 456-9729
Alternate Telephone Number:	(432) 456-0000
Fax Number:	(432) 456-9728
Email Address:	heather.potts@ectorcountysd.org

Contact Name:	Nancy Vanley
Email Address:	nancy.vanley@ectorcountysd.org

Contact Name:	Scott Randolph
Email Address:	scott.randolph@ectorcountysd.org

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Appendix Three

Attendance and Compliance Procedures for Proposed Program

1. Number of OFSDP Students Served per Teacher: 30

2. Special Program services for OFSDP:
 - Special Education YES
 - Career Technical Education YES
 - Pregnancy Related Services YES
 - Bilingual Services YES
 - How will services be provided?
Services will be provided during the school day and during the evening by an instructor with the appropriate certification for student's requirements.
 - What will be the Teacher Certification Standard?
The certification that is appropriate when the student is receiving special services.
 - How will the services comply with SAAH?
For each special program, student coding will be determined by the requirements detailed in SAAH.

3. Process for Teacher of Record recording instructional minutes
 - a. Classroom teacher will verify the number of minutes of instruction a student receives each day by a daily log sheet. If a participating student is in a scheduled course, minutes will be determined based on the bell schedule minutes and attendance roll.
 - b. District will make sure the students who do not attend the minimum of 45 minutes per day by recording the entry/exit times with teacher verification. Each campus will have a designated coordinator that will review the daily logs and/or course attendance for participating students.
 - c. District will ensure that OFSDP students do not generate more ADA and will not exceed the 10,800 minutes per course by careful monitoring by the designated coordinator in cooperation with a counselor, registrar, and teachers. Trainings and support will also be provided by the PEIMS department.
 - d. District will ensure compliance with SAAH by training for all staff involved with the SAAH and internal audits from the PEIMS Department and Internal Auditor.
 - e. The Student Detail Audit report will be reviewed by the designator coordinator and PEIMS Department analyst each cycle. An acknowledgment of verification will be required.

4. Students will/will not be attending a community based dropout recovery education program offered online. NO IF SO, include the following (see Appendix 3 template)

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

Click and download the link below to complete the template:

[2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.](#)

*Note: Make sure to include the district number circled in red.

[Once Completed please email the application, Appendix three in MS Excel file format, and Appendix 5 to OPFLEX@tea.texas.gov](#)

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number 068901		ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery										School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)				Credit Recovery Summer Period of Agreement Only for Eligibility Designation 5 not to exceed 30 school days (Reported in TSDS PEIMS Extended Collection 4) A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)			
Line/Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day		
		13 068901002	ODESSA H S	1	2			5	6		100	8/17/2020	5/21/2021	MTWTHFS	240	5/27/2021	6/26/2021	MTWTHF	240
068901003	PERMIAN H S	1	2			5	6		100	8/17/2020	5/21/2021	MTWTHFS	240	5/27/2021	6/26/2021	MTWTHF	240		

OFSDP Year 1 Summary Graduation Data through 7.6.2020

CATEGORY	#	%
GRADUATES	20	35.7
CONTINUERS	28	50
DROP OUTS	8	14.3
TOTAL	56	100

2019-2020 OFSDP Students Year 1 through 7.6.2020

Campus	GRD LVL	At Risk	At Risk Code	Age	M/F	Race	Status	TOTAL MINUTES
OHS	12	YES	1, 2, 3, 12	19	M	H	CONTINUER	600
OHS	12	YES	1, 2, 3, 10	20	M	H	CONTINUER	1,017
OHS	12	YES	3	18	M	H	CONTINUER	965
OHS	12	YES	3, 6	18	F	H	CONTINUER	1,703
OHS	12	YES	2, 12	18	F	H	GRADUATE	7,519
OHS	12	YES	2	18	M	W	GRADUATE	3,888
OHS	12	YES	1, 2, 12	20	M	H	GRADUATE	936
OHS	12	YES	1	19	F	H	GRADUATE	735
OHS	12	YES	2	18	M	H	GRADUATE	1,669
OHS	12	YES	2	18	F	H	GRADUATE	4,115
OHS	12	YES	1, 2, 3	18	F	H	GRADUATE	1,132
OHS COC	12	YES	1, 2, 3, 10	20	F	H	CONTINUER	1,376
OHS COC	11	YES	1, 2, 3	19	F	H	CONTINUER	4,753
OHS COC	09	YES	1, 6, 12	18	F	H	CONTINUER	1,278
OHS COC	12	YES	1, 2, 3	19	M	H	CONTINUER	3,912
OHS COC	12	YES	1, 2, 3, 5	18	F	H	CONTINUER	339
OHS COC	11	YES	1	19	F	H	CONTINUER	8,289
OHS COC	11	YES	1, 12	17	M	W	CONTINUER	3,073
OHS COC	12	YES	2, 3, 12	18	F	H	CONTINUER	2,217
OHS COC	12	YES	1, 2, 3, 12	19	M	H	CONTINUER	372
OHS COC	12	YES	1, 3, 5	18	F	H	CONTINUER	3,357
OHS COC	10	YES	1, 2, 3	19	F	H	CONTINUER	4,582
OHS COC	10	YES	1, 2, 3	18	F	H	CONTINUER	1,083
OHS COC	12	YES	1, 2, 3	19	M	H	CONTINUER	3,280
OHS COC	11	YES	1, 3, 5, 10	19	F	H	CONTINUER	8,432
OHS COC	12	YES	1, 2, 6	19	F	H	CONTINUER	2,453
OHS COC	10	YES	1, 2, 3, 10, 11	19	F	H	CONTINUER	4,683
OHS COC	11	YES	1, 2, 3, 10	17	F	H	CONTINUER	7,347
OHS COC	11	YES	1	19	M	H	CONTINUER	1,856
OHS COC	10	YES	1, 2, 3	18	F	H	CONTINUER	5,803
OHS COC	10	YES	1, 2, 3, 6, 12	17	F	B	CONTINUER	677
OHS COC	11	YES	1, 12	20	F	H	DROP OUT	417
OHS COC	12	YES	1, 2	19	M	W	DROP OUT	5,024
OHS COC	11	YES	1, 2, 3, 10, 12	18	M	H	DROP OUT	4,697
OHS COC	11	YES	1, 2, 3, 10	19	F	H	DROP OUT	180
OHS COC	10	YES	1, 2, 3	19	F	H	DROP OUT	1,624
OHS COC	12	YES	1, 5, 10, 12	19	F	H	GRADUATE	1,546
OHS COC	11	YES	12	19	M	W	GRADUATE	1,160
OHS COC	12	YES	1, 3, 5	20	F	H	GRADUATE	3,400
OHS COC	12	YES	1, 3	18	F	H	GRADUATE	2,036
OHS COC	12	YES	1, 2, 3	19	F	H	GRADUATE	4,131
OHS COC	12	YES	1, 3	19	M	H	GRADUATE	2,021
OHS COC	12	YES	1, 5, 12	20	F	H	GRADUATE	130
OHS COC	12	YES	1, 3	19	F	H	GRADUATE	3,283
OHS COC	12	YES	1, 3	19	F	AI	GRADUATE	2,478
PHS	12	YES	2, 3	17	M	W	GRADUATE	871
PHS	12	YES	1, 2	19	F	H	GRADUATE	510
PHS COC	12	YES	1, 2, 6	19	F	H	CONTINUER	388

Campus	GRD LVL	At Risk	At Risk Code	Age	M/F	Race	Status	TOTAL MINUTES
PHS COC	10	YES	1, 3, 5, 12	20	F	H	CONTINUER	89
PHS COC	11	YES	1, 2, 3, 5	19	F	H	CONTINUER	210
PHS COC	12	YES	1, 3, 10	20	M	H	CONTINUER	3,487
PHS COC	12	YES	1	19	M	W	DROP OUT	1,955
PHS COC	12	YES	12	18	M	W	DROP OUT	218
PHS COC	12	YES	1, 2, 3, 9, 10	20	F	H	DROP OUT	3,509
PHS COC	12	YES	1, 3, 12	21	M	H	GRADUATE	6,040
PHS COC	12	YES	12	18	F	H	GRADUATE	691



**REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS
APPRAISAL CALENDARS FOR 2020-2021**



T-TESS APPRAISAL CALENDAR 2020-2021

T-TESS Orientation & Refresher Window	August 3, 2020 – August 14, 2020
First Day for Walkthroughs	August 12, 2020
First Day for Formal Observation	September 2, 2020
Goal Setting & Professional Development Plan Conferences <i>Deadline *required for teachers in the first year of T-TESS appraisal or teachers new to the district</i>	September 11, 2020 (due)
Late Hires - First Day for Formal Observation	2 weeks after orientation
Last Day for Formal Observations for all New Teachers and those on Probationary Contracts or Growth Plan	December 4, 2020
Last Day for Formal Observations for all other teachers.	March 1, 2021
Late Hires - Goal Setting & PD Plan Conference	Within 6 weeks from the date of Orientation
Goal Setting & PD Plan Part I	September 25, 2020 (due)
Goal Setting & PD Plan Part II and Domain IV Evidence	April 15, 2021 (due)
End of Year Summative Conference	April 30, 2021 (due)
End of Year Written Summative Appraisal	May 14, 2021 (due)

ALL non-renewal recommendations MUST be finalized before January 29, 2021

Current Year			Next Year
Weeks 1-6	Weeks 6 through End-of-Year Conferences	At Least 15 Days Prior to the Last Day of Instruction	Weeks 1-6
Teacher Orientation <small>(No later than the first three weeks of school and at least two weeks before the first observation)</small> Goal-Setting and Professional Development (GSPD) Plan <ul style="list-style-type: none"> - Submitted to the appraiser for approval within six weeks from the day of completion of the orientation. - A GSPD Conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district. 	Teacher Orientation for Late Hires Goal-Setting and Professional Development Plan for Late Hires <ul style="list-style-type: none"> - Submitted to the appraiser within six weeks from the day of the completion of the orientation. Ongoing review of teacher and student data Ongoing review of the GSPD plan to formatively assess progress towards goals, professional development impact, and teacher and student performance Ongoing collection of evidence to support Domain IV <small>Teacher and appraiser</small>	End-of-Year Conferences <ul style="list-style-type: none"> - Review summative scores for Domains I, II and III - Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions - Review results of the performance of the teachers' students - Review potential goals and professional development plans for the next school year <small>Note: Domain 4 is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.</small>	Teacher Orientation for teachers new to T-TESS, the district, and when district policy has changed from the last orientation. <small>(No later than the first three weeks of school and at least two weeks before the first observation)</small> Goal-Setting and Professional Development (GSPD) Plan <ul style="list-style-type: none"> - Returning teachers review the goal(s) established at the EOY Conference to determine if changes are needed, and submit within first six weeks of instruction. - New teachers are guided through the GSPD process to self-assess, develop goals, and establish a professional development plan, then submit within six weeks of the orientation.
Informal observations and walkthroughs with ongoing feedback to support and develop teacher practices Formal observation window established per local policy – Excludes/prohibits observations in the two weeks following the orientation			



T-PESS APPRAISAL CALENDAR 2020-2021

School Site Visits / Informal Assessment	August 12, 2020 – MAY 28, 2021
T-PESS Orientation & Refresher Window	July 6, 2020 – August 12, 2020
T-PESS Orientation – <i>Late Hires</i>	September 28, 2020 – October 5, 2020
Self-Assessment/BOY Goal Setting Window <i>(Must be submitted prior to BOY Goal Setting Conference)</i>	August 12, 2020 – September 16, 2020
Self-Assessment/BOY Goal Setting – <i>Late Hires</i>	Within 3 weeks from the date of Orientation
BOY Goal Setting/Refinement Conference	September 25, 2020 (due)
BOY Goal Setting/Refinement Conference - <i>Late Hires</i>	Within 5 week from the date of orientation
Mid-Year Progress Meeting Window	December 1, 2020 - January 22, 2021
Mid-Year Progress Toward Goal Attainment Form	January 22, 2021 (due)
Artifacts and Evidence Identification and Collection	April 26, 2021 (due)
End of Year Performance Discussion Window	April 27, 2021 - May 14, 2021
Final Evaluation and Goal Setting Meeting	June 25, 2021 (due)

T-PESS TIMELINE						
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Orientation	Self-Assessment Goal Setting	Beginning-of-Year Conference	School Site Visits / Informal Assessment	Mid-Year Conference	Identify and Collect Artifacts and Evidence	End-of-Year Conference and Goal Setting
Prior to the beginning of the school year	Prior to the Goal Setting Conference	By the end of September	Ongoing	Prior to the end of the school year	At or near the end of the school year	End of the school year, once all performance data has been received and analyzed



**REQUEST FOR APPROVAL OF BOARD T-TESS APPRAISAL LIST FOR
2020-2021**

Last Name	First Name	Certification Status	Certification Year
Aguilar	Priscilla	Certified	2020-2021
Aranda	Maribel	Certified	2020-2021
Arrott	Micah	Certified	2020-2021
Avila	Abel	Certified	2020-2021
Banda	Sandra	Certified	2020-2021
Bargas	David	Certified	2020-2021
Baxter Gerid	Rachel	Certified	2020-2021
Bizzell	Jennifer	Certified	2020-2021
Bueno	Erin	Certified	2020-2021
Byrd	Debra	Certified	2020-2021
Byrne	Carla	Certified	2020-2021
Chavez	Jennie	Certified	2020-2021
Conner	Constance	Certified	2020-2021
Crissinger	Mark	Certified	2020-2021
Dannheim	Paula	Certified	2020-2021
Davila	Gisela	Certified	2020-2021
Dominguez Briones	Karime	Certified	2020-2021
Dominguez	Juan	Certified	2020-2021
Fitzgerald	Natalie	Certified	2020-2021
Galindo	Tanya	Certified	2020-2021
Garcia	Anthony	Certified	2020-2021
Gerig	Mitch	Certified	2020-2021
Griffin Brown	Kristi	Certified	2020-2021
Hagood	Tania	Certified	2020-2021
Hancock	Christopher	Certified	2020-2021
Head	Carla	Certified	2020-2021
Helferich	Heidi	Certified	2020-2021

Hendricks	Susan	Certified	2020-2021
Hiner	Misty	Certified	2020-2021
Holguin	Alisha	Certified	2020-2021
Houston	Christopher	Certified	2020-2021
Houston	Tonya	Certified	2020-2021
Hutchins	Mary	Certified	2020-2021
Iker	William	Certified	2020-2021
Johnson	Stacy	Certified	2020-2021
King	Lalonnie	Certified	2020-2021
King	Marissa	Certified	2020-2021
Lara	Susana	Certified	2020-2021
Lerma	Lina	Certified	2020-2021
Limon	Hector	Certified	2020-2021
Loera	Omega	Certified	2020-2021
Lopez Gomez	Claudia	Certified	2020-2021
Lopez	Marcos	Certified	2020-2021
Lujan	Ysmael	Certified	2020-2021
Lumpkin	Lindsey	Certified	2020-2021
Mahana	Jerry	Certified	2020-2021
Mareka	Austin	Certified	2020-2021
Marquez	Crystal	Certified	2020-2021
Marquez	Mauricio	Certified	2020-2021
Marshall	Julie	Certified	2020-2021
Martin	Andrea	Certified	2020-2021
Mata	Josie	Certified	2020-2021
McCalister	Thaddeus	Certified	2020-2021
Mclane	Fallon	Certified	2020-2021
Messick	Andrea	Certified	2020-2021
Miller	Jaime	Certified	2020-2021
Moad	Angie	Certified	2020-2021
Montelongo	Amanda	Certified	2020-2021
Moreno	Efrain	Certified	2020-2021
Norman	Jana	Certified	2020-2021
Norrid	Michelle	Certified	2020-2021

Ochoa	Katy	Certified	2020-2021
Ontiveroz	Richard	Certified	2020-2021
Ortiz	Christopher	Certified	2020-2021
Palmer	Sherry	Certified	2020-2021
Pettigrew	Micah	Certified	2020-2021
Portillo	Adam	Certified	2020-2021
Press	Alicia	Certified	2020-2021
Ramage	James	Certified	2020-2021
Ramirez	Gerardo	Certified	2020-2021
Reddell	Erin	Certified	2020-2021
Regalado	Kristabel	Certified	2020-2021
Rickman	Jessica	Certified	2020-2021
Rickman	Tiffany	Certified	2020-2021
Rivera	Valerie	Certified	2020-2021
Rodriguez	Cynthia	Certified	2020-2021
Roe	Kristen	Certified	2020-2021
Russell	Amy	Certified	2020-2021
Salcido	Betsabe	Certified	2020-2021
Saldibar	Berta	Certified	2020-2021
Sessions Moberly	Elisha	Certified	2020-2021
Smith Redman	Ashley	Certified	2020-2021
Smith	Kamye	Certified	2020-2021
Specter	Tristan	Certified	2020-2021
Straw	Johna	Certified	2020-2021
Straw	Scot	Certified	2020-2021
Styles	Delesa	Certified	2020-2021
Tavarez	Lauren	Certified	2020-2021
Tucker	Lynda	Certified	2020-2021
valderaz	Rose	Certified	2020-2021
Warber	Amanda	Certified	2020-2021
Watts	Megan	Certified	2020-2021
Williamson	Michael	Certified	2020-2021
Willison	Teresa	Certified	2020-2021
Ybarra	Stacey	Certified	2020-2021



Request for Approval of the 2020-2021 Synchronous Instruction Attestation

The district must submit an attestation that it is prepared to offer synchronous instruction before funding will flow for synchronous attendance. Synchronous instruction is defined as two-way, real-time, live, instruction between teachers and students through the computer or other electronic devices or over the phone.

The Superintendent and the Board must attest that the attached commitments are being met as of the date the attestation is submitted.



Digital Framework for Synchronous Learning

Daily Targets for Digital Learning Experiences:

- Teachers will interact with each student once a day through Zoom or Google Meets virtual platforms
- Teachers will design learning that is equitable for students engaged in online learning and offline learning
- Teachers will use a variety of instructional digital tools & experiences to keep students engaged in learning
- Teachers will support both the academic learning of students and the social-emotional needs of students by leveraging technology tools available
- Grading will follow as per board policy

Attendance Verification:

- Teachers provide synchronous virtual learning daily meeting the minimum minutes required by TEA
 - 180 minutes for 3rd – 5th grade students
 - 240 minutes for 6th – 12th grade students
- Students who login are verified as being “present”
- Students submit an assignment daily via Google Classroom, email, or complete a lesson on Imagine Learning
- Teacher check in with students each day through emails, phone calls to students or parents.

Lesson Component	Planning Guidelines/Instructional Practices Asynchronous & Synchronous	Instructional Technology Tools to Consider
E Enter and Welcome Students to Virtual Learning	Consider this your virtual “welcoming” from your classroom door! <ul style="list-style-type: none"> • Create your Google Meet with a waiting room for students to enter upon arrival. • To start learning, allow 2 to 3 students into your Google Meet at a time. • Greet students individually as they enter your Google Meet conference. • Clear, specific online behavioral expectations should be established. 	<ul style="list-style-type: none"> • Google Meet is the video conferencing tool supported by ECISD for teacher/student interactions. • Zoom
C Connect/ Framing the	How will you engage your students’ interest to start this lesson? <ul style="list-style-type: none"> • Provide specific instructions for students on any materials or resources they will need. • “Do Now” to connect with students’ prior knowledge or previous learning for your class. • Get them excited about learning with a hook activity, story, or modeled 	<ul style="list-style-type: none"> • Google Meet • Seesaw/Google Classroom



<p>Learning Objective</p>	<p>example.</p> <ul style="list-style-type: none"> Review agenda - explain what the learning group will be doing today. 	
<p>I Instruction & Modeling</p>	<p>How will your students receive the content for this lesson?</p> <ul style="list-style-type: none"> “I Do” statements with clearly written instruction Short videos provided by core content instructional materials or created by teachers giving the lesson or supplemental content: <ul style="list-style-type: none"> Pre K to 3rd Grade - less than 5 minutes max 4th to 12th Grade - 6 to 9 minutes max Always remind students to pause/rewind as needed! Teacher created presentations embedded into online engagement tools Inclusion support will be provided during instruction and break out rooms can be used to support students in need 	<ul style="list-style-type: none"> Nearpod Peardeck Google Slides/PowerPoint EdPuzzle Discovery Education
<p>S Student Collaboration/Creation</p>	<p>How will your students interact with one another to explore & discuss their learning from this lesson?</p> <ul style="list-style-type: none"> Utilize online tools to create a space for student collaboration with one another about the content Tools should be used for creativity, collaboration, communication & critical thinking Include a variety of opportunities in which students either work together or independently to share with one another Aggressively monitor breakout rooms for understanding/compliance of task Hands on/creating time for students supported by teachers 	<ul style="list-style-type: none"> Flipgrid Video Conferencing with Breakout Rooms Padlet Google Suite for Education Apps Discovery Education
<p>Skill Practice/Spiral Review</p>	<p>What opportunity will students have to practice skills from this lesson or scaffolded skills needed?</p> <ul style="list-style-type: none"> Provide very specific information about accessing these platforms (including student login information) Spiral TEKS from prior year Provide very clear expectations & directions on the assignment. Set clear expectations for engagement - time spent, how teachers will monitor completion, follow up, etc. Aggressive monitoring and assignment must be turned in digitally through the digital platform, Google Classroom, Seesaw or email Inclusion support will be provided during instruction and break out rooms 	<ul style="list-style-type: none"> Imagine Math Imagine Language & Literacy Core Online Portals (HMH, Pearson, STEMscopes, McGraw, Perfection) Discovery Education



	<p>can be used to support students in need of support Determine reteach model based on observation</p>	
<p>D Data Collection/Check for Understanding/ Formative Assessment</p>	<p>How will you know your students' level of understanding or what additional support is needed at the end of this lesson?</p> <ul style="list-style-type: none"> • Exit Tickets (brief final mini-assessment aligned to learning objective) • Align the check for understanding with the TEKS & content delivered. • Before assigning to students, is this a valuable measure of their learning to guide instructional next steps? <p>Determine reteach model based on formative assessments (exit tickets)</p>	<ul style="list-style-type: none"> • Quizizz • EdPuzzle • Google Form • Flipgrid • Chat feature

DRAFT

Part I: Attestations

Student and Family Support

- Districts ensure that all students, including students with disabilities and English Learners, are able to receive instruction via synchronous methods and provide accommodations or resources to support when necessary.
- Student IEPs are followed regardless of learning environment such that students with disabilities receive a Free, and Appropriate Public Education (FAPE).
- Families and students are provided with clear communications about expectations and support for accessing and participating in synchronous instruction
- Families are aware of options for transferring between instructional settings and the design of the synchronous remote options allows for transitions to occur with minimal disruption to continuity of instruction

Educator Support

- Educators are trained and supported to do synchronous instruction on the district chosen platform, including practice with the platform prior to delivery with students.
- Educators receive ongoing, job-embedded support to continuously improve their practice in the synchronous remote setting.

Tech Support and Access

- District IT staff are trained on the platform and can troubleshoot access issues for parents and students when issues arise. A helpdesk or other support line is accessible for parents and students for this purpose.
- Consistent, daily platform is identified by the district for delivery of instruction to students
- Educators have technology equipment that allows them to deliver synchronous remote instruction including proper internet bandwidth and devices with enabled cameras and microphones.

Instructional Framework

- Curriculum is fully aligned to the TEKS and designed to ensure all TEKS are covered by the end of the year
- Instructional schedule meets the minimum number of daily minutes to meet full day funding:
 - 3rd through 5th grade – 180 instructional minutes
 - 6th through 12th grade – 240 instructional minutes
 - PK - 2nd grade are not eligible to earn funding through the synchronous model.
- School grading policies for remote student work are consistent with those used before COVID for on campus assignments



DISCUSSION OF EQUITY TASK FORCE REPORT AND RECOMMENDATIONS

Executive Directors of Leadership will provide an update and presentation on the Equity Task Force Report and Recommendations.



Equity Task Force Report and Recommendations

Team Members

Adam Portillo, AEC Principal

Amanda Warber, AEP Principal

Joyce Collins, RTI Specialist

Nancy Vanley, Executive Director of Guidance & Counseling

Scott Randolph, Director Student Assistant Services (COC)

Patricia Homer, Student Assistance Services Counselor

Carrie Beyer, Student Assistance Services Counselor AEC

Christine Cuellar, Counselor W&Y

Richard Ontiveroz, Permian Assistant Principal

Nathan Pettigrew, AEC Assistant Principal

Juan Dominguez, Permian Assistant Principal

Equity Task Force Committee

- Angela Braziel
- Angela Love-Jackson
- Courtney Halcy
- Danny Servance
- Deja Mcknight
- Keith Bullard
- Natalie Rivera
- Regina Mcknight
- Tim Thomas
- Valaree Hawkins
- Dawn Weaks
- Erica Dangerfield
- Karin Carlson
- Chris Cole

Purpose

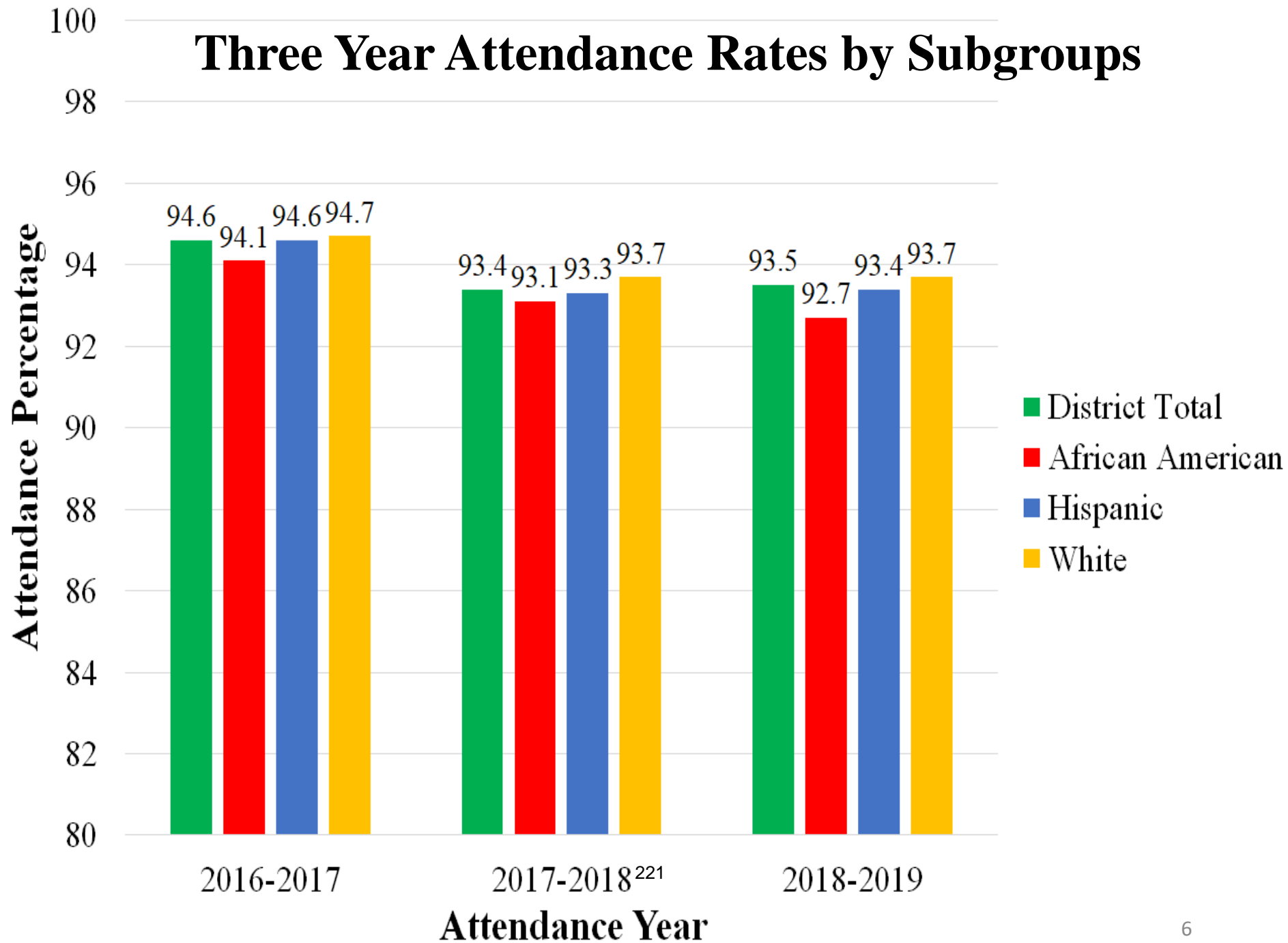
- Interpret ECISD data to discuss disproportionality within subgroups
- Discuss discipline measures and alternative methods that can be utilized with our struggling students to serve as district culture mind shift
- Provide recommendations geared towards student intervention and prevention

Three Year ECISD Population by Subgroups

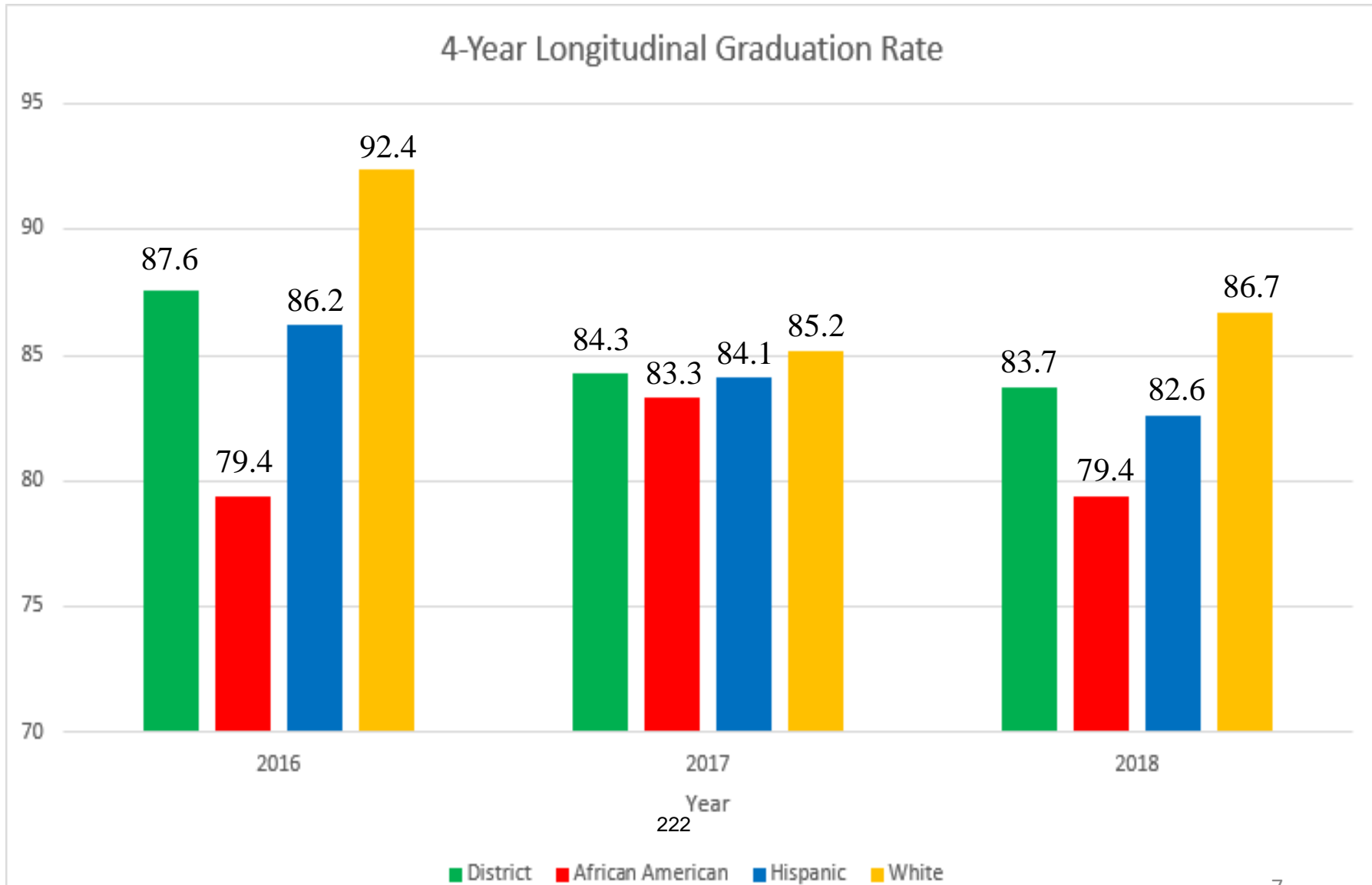
2016-2017 33,636		2017-2018 34,787		2018-2019 35,920		
Hispanic 25,071 74.5%		Hispanic 26,119 75.1%		Hispanic 27,237 75.8%		
White 6,399 19%	African American 1,344 3.9%		White 6,383 18.3%	African American 1,406 4%		
	Two or More 334	Asian 314		Two or More 373	Asian 306	
	American Indian 99	Hawaiian/ Pacific Islander 75		American Indian 107	Hawaiian/ Pacific Islander 93	
				White 6,300 17.5%	African American 1,449 4%	
					Two or More 411	Asian 319
					American Indian 97	Hawaiian/ Pacific Islander 107

220

Three Year Attendance Rates by Subgroups



Four-Year Longitudinal Graduation Rate



Three Year Out of School Student Suspensions by Subgroups

Percentage of Students

20
10
0

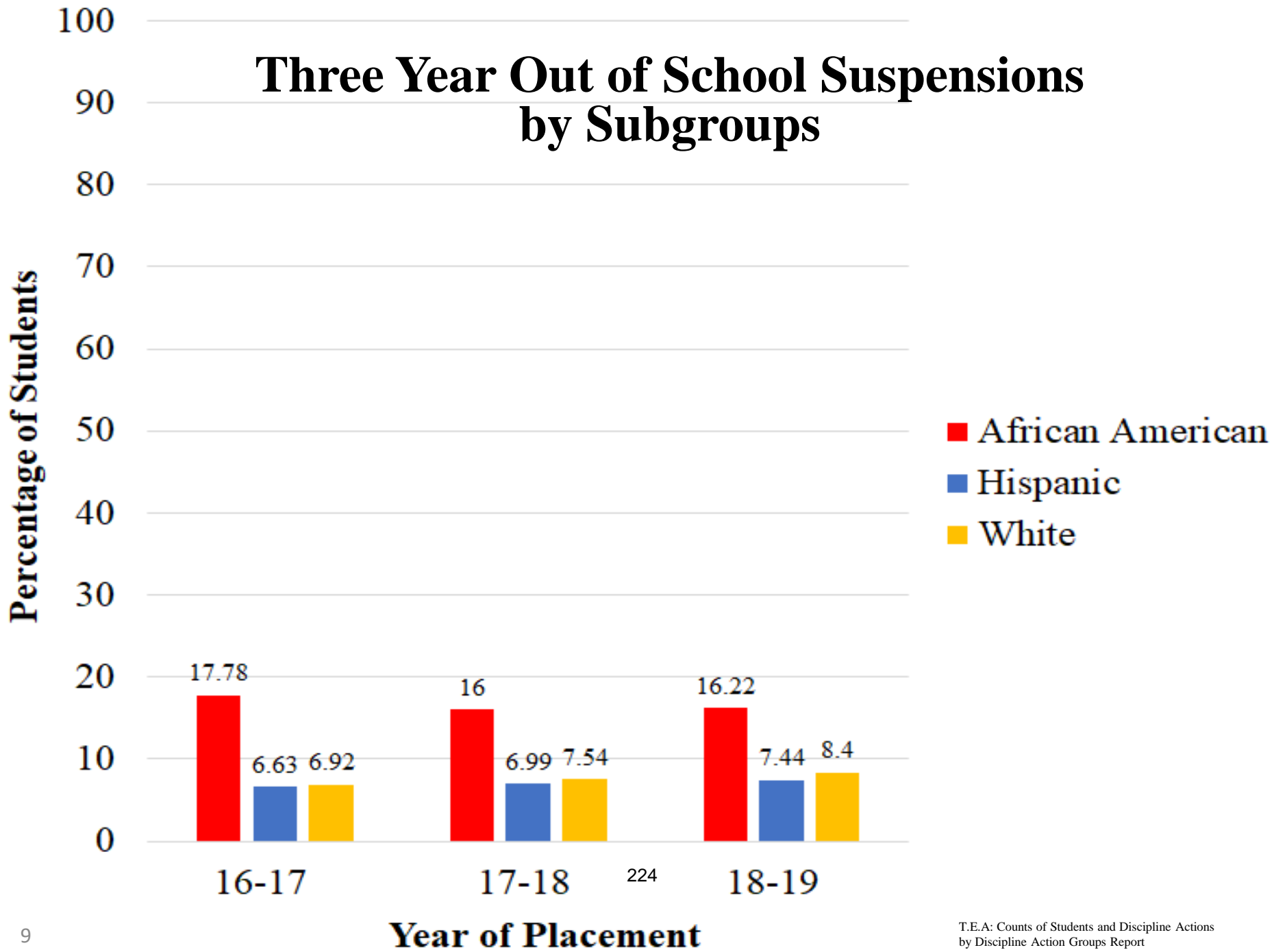
1 2 3 4 5 6 or more

■ 16-17 African American	9	4	1.48	1	0.2	0.7
■ 17-18 African American	7	3.4	1.7	1.4	0.3	0.6
■ 18-19 African American	8	4.21	1.17	1.04	0.21	1.31
■ 16-17 Hispanic	3.98	1.08	0.41	0.21	0.1	0.23
■ 17-18 Hispanic	4.06	1.18	0.46	0.26	0.11	0.28
■ 18-19 Hispanic	4.38	1.3	0.53	0.33	0.15	0.2
■ 16-17 White	4.19	1.19	0.34	0.22	0.08	0.19
■ 17-18 White	4.59	1.41	0.39	0.28	0.03	0.23
■ 18-19 White	5.24	1.41	0.48	0.3	0.16	0.24

223

Times Removed Per Student

Three Year Out of School Suspensions by Subgroups



Three Year In School Student Suspensions by Subgroups

Percentage of Students

20

10

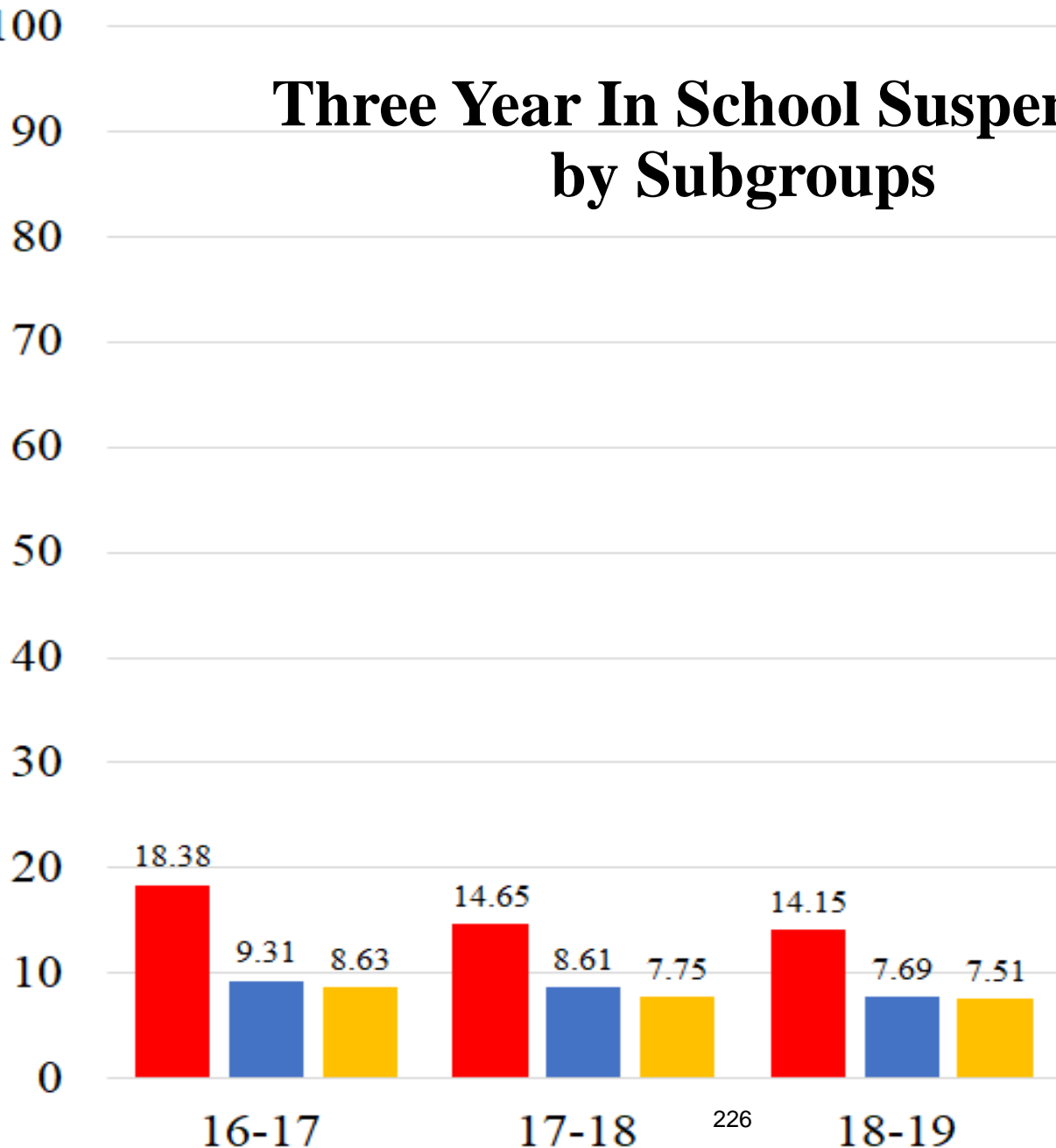
0

	1	2	3	4	5	6 or more
16-17 African American	9.67	3.05	1.64	1.12	0.45	1.49
17-18 African American	6.12	3.34	1.49	1.14	0.71	1.21
18-19 African American	7.18	3.11	1.52	1.1	0.28	0.83
16-17 Hispanic	5.07	1.85	0.77	0.54	0.31	0.57
17-18 Hispanic	4.72	1.59	0.6	0.41	0.24	0.6
18-19 Hispanic	4.32	1.55	0.54	0.38	0.19	0.44
16-17 White	4.83	1.66	0.67	0.48	0.2	0.25
17-18 White	4.34	1.46	0.63	0.42	0.19	0.42
18-19 White	4.6	1.37	0.52	0.27	0.1	0.4

Times Removed Per Student

Three Year In School Suspensions by Subgroups

Percentage of Students



■ African American
■ Hispanic
■ White

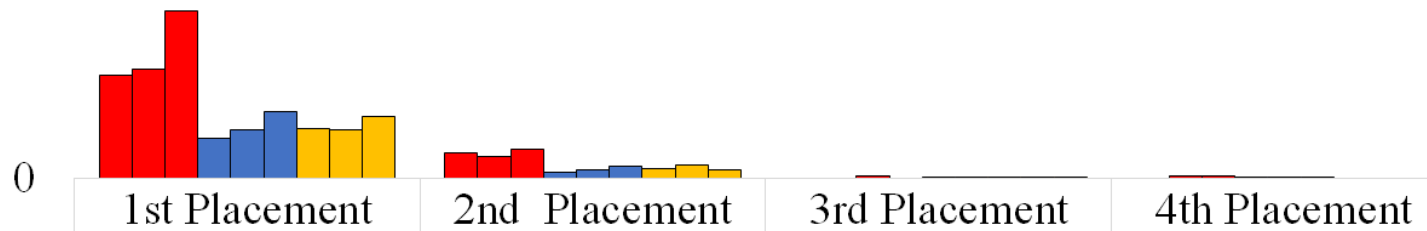
226

Year of Placement

Three Year Discipline Alternative Education Program Student Placements by Subgroups

Percentage of Students

20
10
0



	1st Placement	2nd Placement	3rd Placement	4th Placement
■ 16-17 African American	2.68	0.67	0	0
■ 17-18 African American	2.84	0.57	0	0.07
■ 18-19 African American	4.35	0.76	0.07	0.07
■ 16-17 Hispanic	1.05	0.17	0	0.01
■ 17-18 Hispanic	1.27	0.24	0.02	0.01
■ 18-19 Hispanic	1.74	0.32	0.04	0.02
■ 16-17 White	1.31	0.27	0.02	0
■ 17-18 White	1.25	0.36	0.05	0
■ 18-19 White	1.62	0.22	0.05	0

Times Removed Per Student

Three Year DAEP Placements by Subgroups

Percentage of Students

20

10

0

- African American
- Hispanic
- White

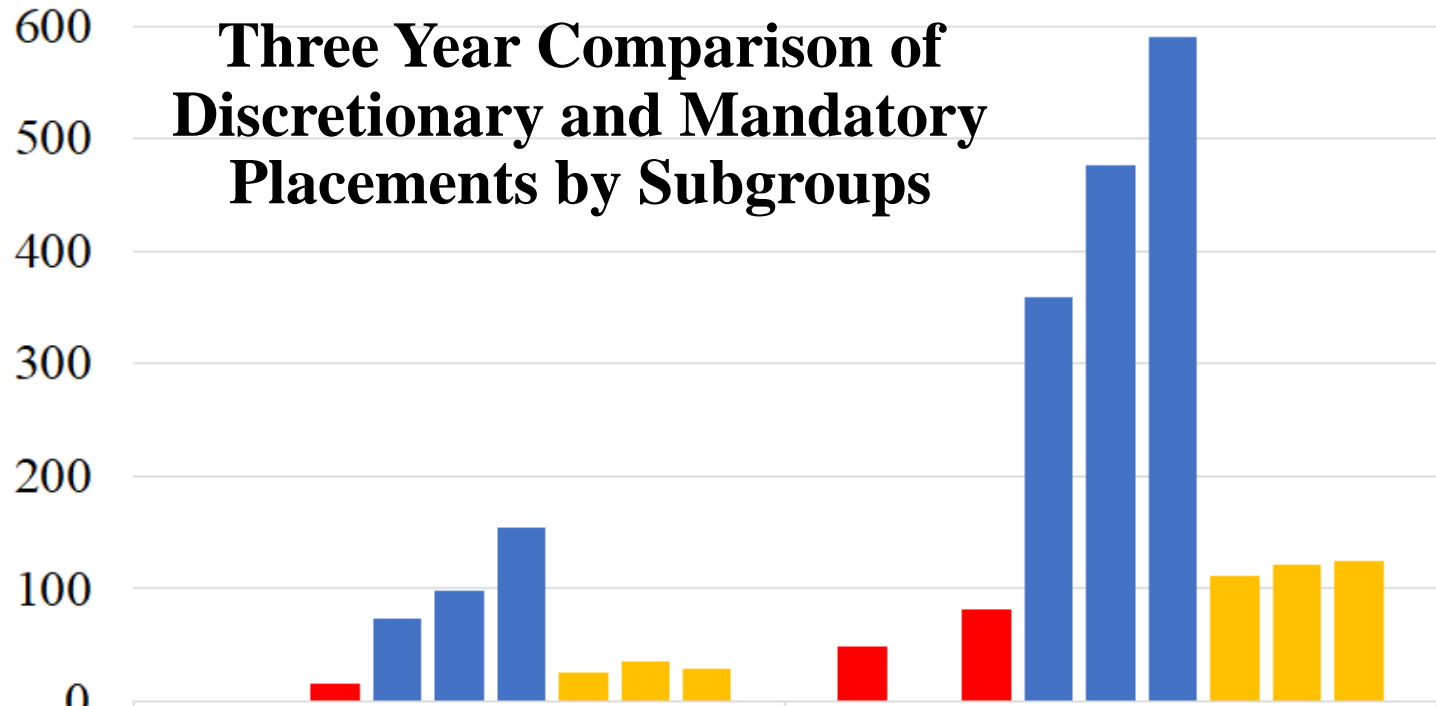
	16-17	17-18	18-19
African American	3.65	4.48	5.66
Hispanic	1.49	1.87	2.35
White	1.88	1.93	2.05

228

Year of Placement

Three Year Comparison of Discretionary and Mandatory Placements by Subgroups

Number of Students



	Discretionary DAEP	Mandatory DAEP
■ 16-17 African American	0 (Reported as N/A)	48
■ 17-18 African American	0 (Reported as N/A)	0 (Reported as N/A)
■ 18-19 African American	16	81
■ 16-17 Hispanic	73	359
■ 17-18 Hispanic	99	476
■ 18-19 Hispanic	155	591
■ 16-17 White	25	112
■ 17-18 White	36	121
■ 18-19 White	29	124

Type of Placements

Three Year Percentage Comparison of Discretionary and Mandatory Placements by Subgroups

Percentage of Students

20

10

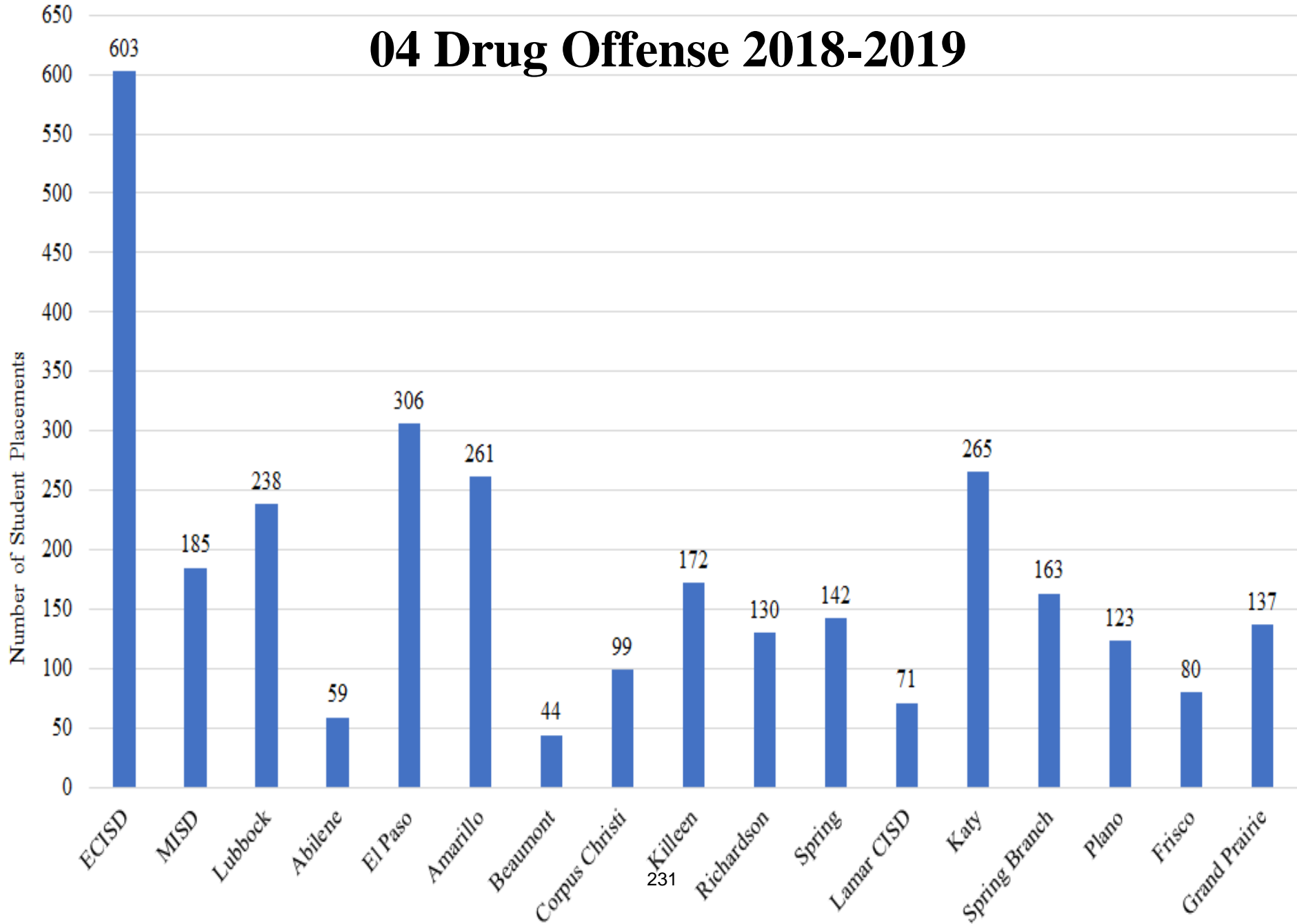
0

	16-17 Discretionary	16-17 Mandatory	17-18 Discretionary	17-18 Mandatory	18-19 Discretionary	18-19 Mandatory
--	------------------------	--------------------	------------------------	--------------------	------------------------	--------------------

■ African American	0	3.6	0	0	1.1	6
■ Hispanic	0.3	1.4	0.37	1.8	0.56	2.2
■ White	0.39	1.7	0.56	1.9	0.46	2

Year and Type of Placement

04 Drug Offense 2018-2019



Texas Districts

Three Year Cumulative STAAR Data by Subgroups

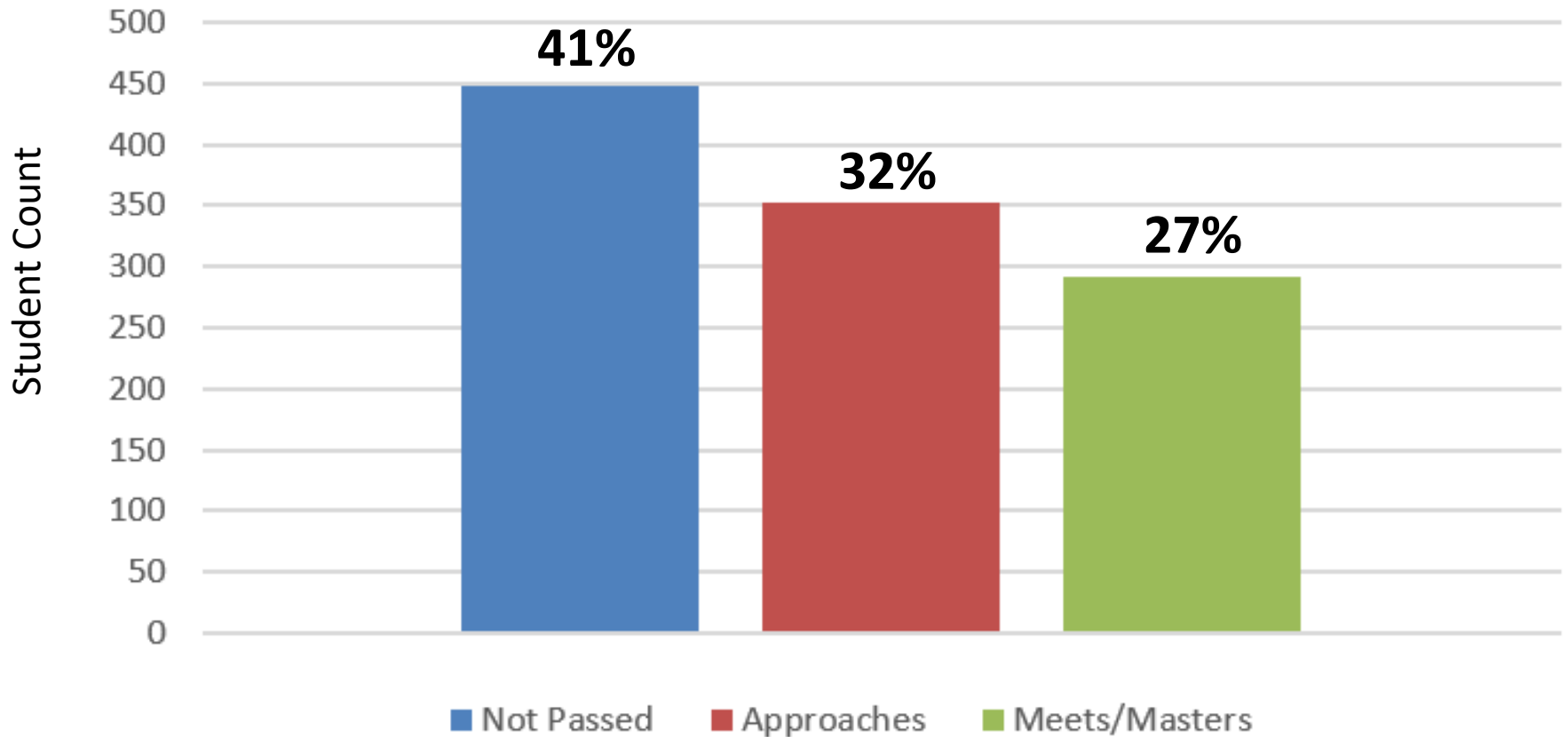
Percent

100
90
80
70
60
50
40
30
20
10
0

	Reading	Math	Writing	Science	Social Studies
16-17 African American	49	52	36	55	52
17-18 African American	49	51	42	56	51
18-19 African American	50	54	38	56	61
16-17 Hispanic	55	62	49	66	57
17-18 Hispanic	58	66	50	69	58
18-19 Hispanic	59	67	51	67	62
16-17 White	68	71	56	81	75
17-18 White	71	73	59	82	73
18-19 White	70	71 ²³²	60	79	76

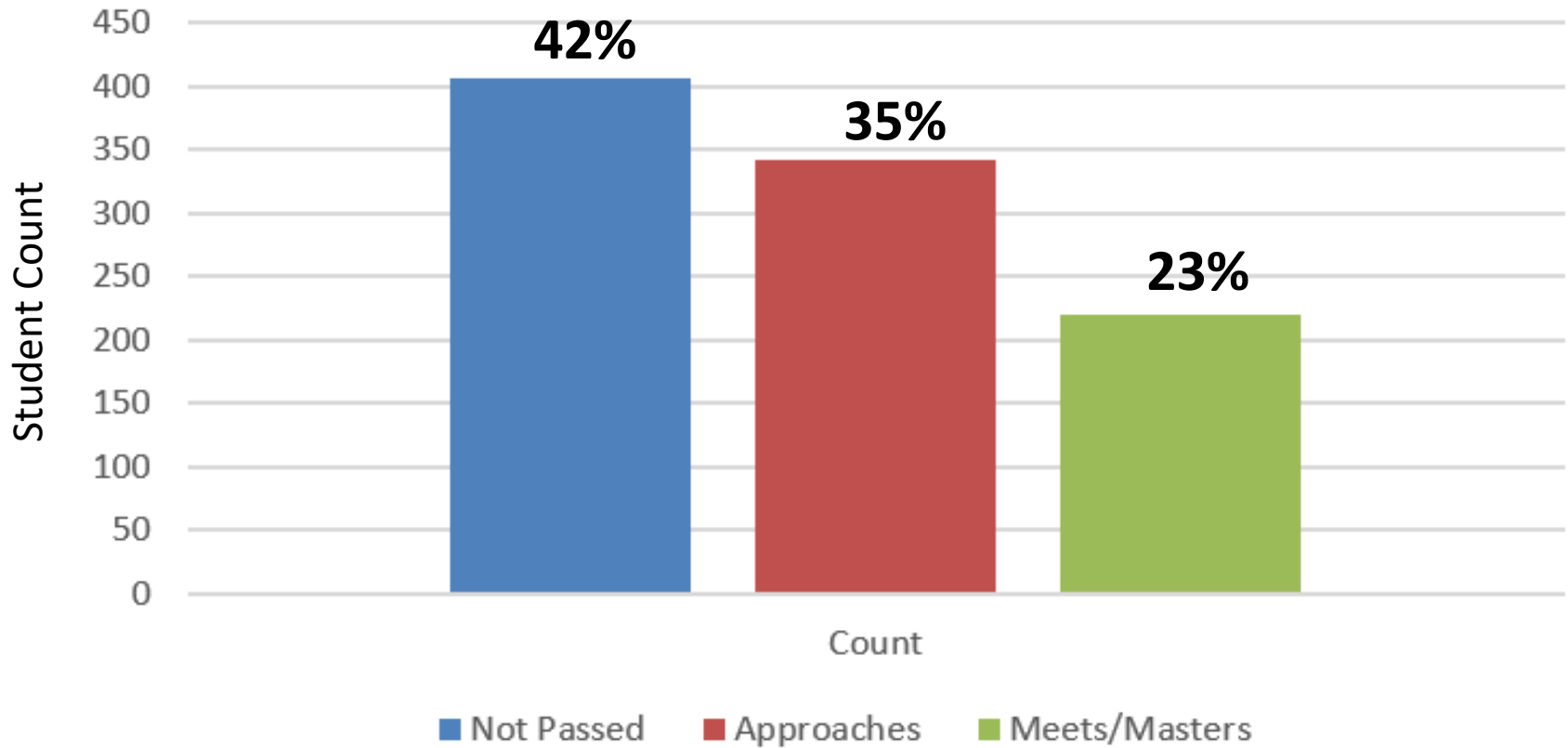
Subject Areas Tested

2019 STAAR Reading / EOC English 1, 2 Results



233

2019 STAAR Math / EOC Algebra 1 Results



234

Data Insights

Mindset:

- Not all students learn academics the same way.
- Why don't we understand that people learn behavior in different ways?
- Why do we use a "one size fits all"?

Unconscious Bias:

- Do we make decisions based on our own background or previous experiences without even realizing it?

Social Emotional:

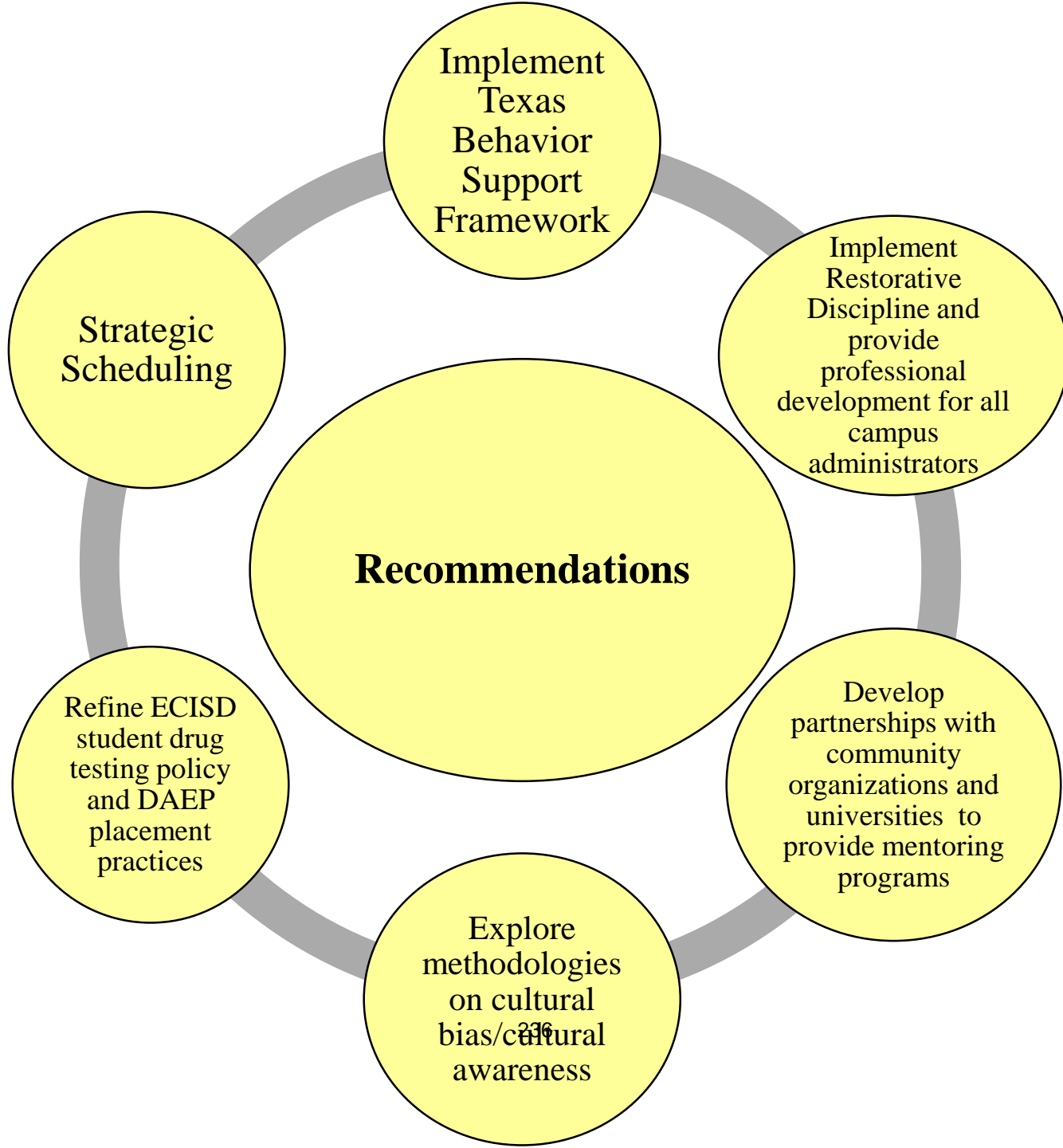
- How do we build teacher relationships with students to support learning and behavior?

Campus Systems:

- Is the TBSI Campus Core Team being utilized as designed?
- Is the RTI process to support student academic and behavior needs being utilized?
- How do we support teachers with classroom management?

District Systems:

- How do comparable districts address student issues that we are struggling with?





DISCUSSION OF ECISD'S OPENING OF SCHOOL PLANS

Superintendent Dr. Scott Muri will provide an update on ECISD's opening of school plans.



INFORMATION ITEMS

- Acknowledgement of Donations
- Financials
- Purchasing Report
- Routine Personnel Report
- Student Handbook



Ector County Independent School District

Memorandum

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: ACKNOWLEDGEMENT OF DONATIONS

DATE: July 21, 2020

From time to time patrons of the school district provide gifts of money or equipment for use by students or staff. We desire to inform you of these gifts and thank donors. The following are gifts from patrons donated during the months of April 2020 thru June 2020.

PERMIAN HIGH SCHOOL			
Donor	Description	Purpose of Donation	VALUE / TOTAL
PHS Baseball Booster Club	Batting Cage Cover	Enhance PHS Baseball Program	\$46,500.00
ODESSA HIGH SCHOOL			
Donor	Description	Purpose of Donation	VALUE/TOTAL
OHS Class of 1970-Buddy Hale	Statue of Broncho	Display in PAC	\$1,600.00
Coca Cola Give-King Solutions	Check	Teacher Appreciation	26.62
DEVELOPMENT			
Donor	Description	Purpose of Donation	VALUE/TOTAL
Chiefs for Change, Inc.	Check	Broadband Internet Services	\$50,000
COMMUNITY OUTREACH CENTER			
Donor	Description	Purpose of Donation	VALUE/TOTAL
Junior League of Odessa, Inc.	Check	Assistance to Homeless Students	\$4,780.00
INNOVATION			
Donor	Description	Purpose of Donation	VALUE/TOTAL
Amarie Doportto	Cash	PICK Education	\$10.00
Juanjose Casas	Cash	PICK Education	10.00
Melissa Hernandez	Check	PICK Education	10.00
SCHOOL NUTRITION			
Donor	Description	Purpose of Donation	VALUE/TOTAL
Erica Brown	Account Balance	Student Balances	\$87.95
Tatiana Lopez	Account Balance	Student Balances	51.55
Marishka Liming	Account Balance	Student Balances	45.95
Brenda Smith	Account Balance	Student Balances	38.95
Kaylyssa Carhart	Account Balance	Student Balances	37.75
Javier Madrid Jr.	Account Balance	Student Balances	33.45
Stacey Mahaffey	Account Balance	Student Balances	32.10
Diane Austin	Account Balance	Student Balance	29.00

Victor Sandoval	Account Balance	Student Balance	26.55
Caci Hays	Account Balance	Student Balance	26.25
Ismelda Villanueva	Account Balance	Student Balances	25.15
Kevin Gray	Account Balance	Student Balances	25.00
Dianne Stevenson	Account Balance	Student Balances	24.10
Krista Quiroz	Account Balance	Student Balances	24.05
Omar Cherrid	Account Balance	Student Balances	23.00
Hollie Carrasco	Account Balance	Student Balances	20.65
Grayson Hankins	Account Balance	Student Balances	19.70
Andrea Fuentes	Account Balance	Student Balances	18.60
Madison Price	Account Balance	Student Balances	18.00
Callie Marsh	Account Balance	Student Balances	17.75
Veronica Rios	Account Balance	Student Balances	17.75
Kimberly Gideon	Account Balance	Student Balances	16.25
Belinda Ramirez	Account Balance	Student Balances	15.75
Elizabeth Winn	Account Balance	Student Balances	14.25
Jennifer Jaramillo	Account Balance	Student Balances	13.45
Daniela Arrieta	Account Balance	Student Balances	11.75
Cecilia Porras	Account Balance	Student Balances	11.50
Jennifer Jaramillo	Account Balance	Student Balances	10.00
Mayra Arroyo	Account Balance	Student Balances	10.00
Amy Anderson	Account Balance	Student Balances	9.35
Joel Guebara	Account Balance	Student Balances	9.25
Georgina Munoz	Account Balance	Student Balances	9.00
Teia McWilliams	Account Balance	Student Balances	9.00
Michael Gates	Account Balance	Student Balances	8.95
Summer Alexander	Account Balance	Student Balances	8.50
Ray Dunston	Account Balance	Student Balances	8.50
Olga Molina	Account Balance	Student Balances	8.30
Pete McGarity	Account Balance	Student Balances	8.25
Geneva Pornan	Account Balance	Student Balances	7.50
Brooklyne Blanchard	Account Balance	Student Balances	7.25
Tiffany Franklin	Account Balance	Student Balances	6.00
Travis Jones	Account Balance	Student Balances	5.75
Virginia Calderon	Account Balance	Student Balances	5.75
Melanie Rodriguez	Account Balance	Student Balances	5.68
Eunice Regalado	Account Balance	Student Balances	5.50
Aiden Loya	Account Balance	Student Balances	5.25
Juliana Lynn	Account Balance	Student Balances	5.05
Latisha Green	Account Balance	Student Balances	4.85
Athyala Chakri	Account Balance	Student Balances	3.75
Brian Ramirez	Account Balance	Student Balances	3.75
Jaslynn Minjarez	Account Balance	Student Balances	3.75
Sonia Contreras	Account Balance	Student Balances	3.25
Betual Delgado	Account Balance	Student Balances	3.00
Briana Urias	Account Balance	Student Balances	3.00
Lauren Vincent	Account Balance	Student Balances	3.00
Stephanie Ward	Account Balance	Student Balances	3.00
Misty Garza	Account Balance	Student Balances	2.75
Cesario Martinez	Account Balance	Student Balances	2.50
Grace Najera	Account Balance	Student Balances	2.50
Melissa Gable	Account Balance	Student Balances	2.50
Kamille Windham	Account Balance	Student Balances	2.35
Alejandro Herrera	Account Balance	Student Balances	2.25
Esmeralda Gonzales	Account Balance	Student Balances	2.25
Roxann Cavazos	Account Balance	Student Balances	2.25
Tonya Chavez	Account Balance	Student Balances	2.25
Lori Molina	Account Balance	Student Balances	2.00
Sammy Payan	Account Balance	Student Balances	2.00
Traci Gregston	Account Balance	Student Balances	2.00
Alexis Urias	Account Balance	Student Balances	1.85
Yolanda Rayos	Account Balance	Student Balances	1.55

Joyce Henegar	Account Balance	Student Balances	1.50
Monica Martinez	Account Balance	Student Balances	1.50
Angel Rodriguez	Account Balance	Student Balances	1.25
Carlos Martinez	Account Balance	Student Balances	1.20
Katherine Chau	Account Balance	Student Balances	1.20
Clarissa Mendoza	Account Balance	Student Balances	1.00
Jessica Jiminez	Account Balance	Student Balances	1.00
Yuri Armendariz	Account Balance	Student Balances	.90
Joe Olivarez	Account Balance	Student Balances	.80
Candace Kiker	Account Balance	Student Balances	.75
Chriselda Flores	Account Balance	Student Balances	.75
Freddie Garcia	Account Balance	Student Balances	.75
Kali Chesnut	Account Balance	Student Balances	.75
Nancy Garcia	Account Balance	Student Balances	.75
Renelle Nava	Account Balance	Student Balances	.75
Roy Wilson	Account Balance	Student Balances	.75
Shannon Goodson	Account Balance	Student Balances	.75
Kelly Little	Account Balance	Student Balances	.70
Christopher Leshaw	Account Balance	Student Balances	.55
Alondra Sanchez	Account Balance	Student Balances	.50
Aubry Adams	Account Balance	Student Balances	.50
Banessa Lujan	Account Balance	Student Balances	.50
Celeste Potter	Account Balance	Student Balances	.50
Cynthia Garcia	Account Balance	Student Balances	.50
Fatima Green	Account Balance	Student Balances	.50
Isela Flores	Account Balance	Student Balances	.50
Jonathan Blain	Account Balance	Student Balances	.50
Larry Dutchover	Account Balance	Student Balances	.50
Makayla Suchil	Account Balance	Student Balances	.50
Maribel Marquez	Account Balance	Student Balances	.50
Michele Hamilton	Account Balance	Student Balances	.50
Monica Faz	Account Balance	Student Balances	.50
Nidza Hinojos	Account Balance	Student Balances	.50
Pearl Jimenez	Account Balance	Student Balances	.50
Roxanne Varela	Account Balance	Student Balances	.50
Terri Notgrass	Account Balance	Student Balances	.45
Andrea Burton	Account Balance	Student Balances	.25
Candice Sandate	Account Balance	Student Balances	.25
Christopher Hancock	Account Balance	Student Balances	.25
Hilda Rodriguez	Account Balance	Student Balances	.25
John Mosby	Account Balance	Student Balances	.25
Linda Longoria	Account Balance	Student Balances	.25
Magaly Marquez	Account Balance	Student Balances	.25
Santa Franco	Account Balance	Student Balances	.25
Tiffani Wright	Account Balance	Student Balances	.25
Vanessa Dunn	Account Balance	Student Balances	.25
Yesenia Dominguez	Account Balance	Student Balances	.25
Yvonne Moreno	Account Balance	Student Balances	.25
Edward Havens	Account Balance	Student Balances	.13
Gabriel Olivas	Account Balance	Student Balances	.10
Norma Casarez	Account Balance	Student Balances	.10
Sandra Velasco	Account Balance	Student Balances	.05

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8269UvaldinaValenzue

ECTOR COUNTY ISD, TX
GENERAL FUND YTD BUDGET REPORT
MAY 31, 2020

P 1
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FOR 2020 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
199 LOCAL MAINTENANCE							
00 GENERAL LEDGER AND REVENUE	-297,534,572	-1,287,677	-298,822,249	-282,716,034.68	1,389,173.07	-17,495,387.39	94.1%
11 INSTRUCTION	172,722,023	-915,733	171,806,290	138,570,463.99	8,373,678.15	24,862,147.86	85.5%
12 INSTRUCTIONAL RES & MEDIA SERV	2,970,587	0	2,970,587	2,429,463.54	140,364.42	400,759.04	86.5%
13 CURRICULUM & STAFF DEVELOPMENT	6,323,058	11,064	6,334,122	5,272,510.00	358,786.88	702,825.12	88.9%
21 INSTRUCTIONAL LEADERSHIP	5,113,000	-4,512	5,108,488	4,573,971.99	247,585.34	286,930.67	94.4%
23 SCHOOL LEADERSHIP	21,424,681	700,068	22,124,749	18,987,616.61	439,467.12	2,697,665.27	87.8%
31 GUID, COUNS & EVALUATION SERVS	12,053,100	-77,812	11,975,288	10,051,068.95	182,263.69	1,741,955.36	85.5%
32 SOCIAL WORK SERVICES	942,952	2,000	944,952	796,686.81	91,337.21	56,927.98	94.0%
33 HEALTH SERVICES	2,775,291	-2,000	2,773,291	2,370,314.91	29,754.08	373,222.01	86.5%
34 STUDENT TRANSPORTATION	9,774,633	0	9,774,633	7,143,063.87	505,699.92	2,125,869.21	78.3%
35 FOOD SERVICE	101,300	0	101,300	116,185.12	.00	-14,885.12	114.7%
36 CO/EXTRACURRICULAR ACTIVITIES	6,381,747	25,765	6,407,512	5,124,404.82	111,515.75	1,171,591.43	81.7%
41 GENERAL ADMINISTRATION	8,137,249	477,324	8,614,573	7,040,251.04	437,005.85	1,137,316.11	86.8%
51 FACILITIES MAINT & OPERATIONS	34,737,896	6,808,699	41,546,595	32,061,936.30	7,078,214.75	2,406,443.95	94.2%
52 SECURITY & MONITORING SERVICES	3,295,190	176,603	3,471,793	2,810,880.58	77,511.61	583,400.81	83.2%
53 DATA PROCESSING SERVICES	6,976,860	3,372,087	10,348,947	5,658,704.25	4,204,792.00	485,450.75	95.3%
61 COMMUNITY SERVICES	1,414,522	0	1,414,522	1,122,972.45	49,342.05	242,207.50	82.9%
71 DEBT SERVICE	500,000	0	500,000	481,389.00	.00	18,611.00	96.3%
81 FACILITIES ACQUISITION & CONST	15,000	0	15,000	6,095.00	.00	8,905.00	40.6%
99 INTERGOVERNMENTAL CHARGES	1,875,483	0	1,875,483	1,368,517.50	506,965.50	.00	100.0%
TOTAL LOCAL MAINTENANCE	0	9,285,876	9,285,876	-36,729,537.95	24,223,457.39	21,791,956.56	-134.7%
TOTAL REVENUES	-299,535,400	-1,287,677	-300,823,077	-282,883,833.08	18,561.47	-17,957,805.39	
TOTAL EXPENSES	299,535,400	10,573,553	310,108,953	246,154,295.13	24,204,895.92	39,749,761.95	
GRAND TOTAL	0	9,285,876	9,285,876	-36,729,537.95	24,223,457.39	21,791,956.56	-134.7%

** END OF REPORT - Generated by VALENZUELA, UVALDINA **

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ECTOR COUNTY ISD, TX
FOOD SERVICE FUND YTD BUDGET REPORT
MAY 31, 2020

P 1
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FOR 2020 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
240 FOOD SERVICE							
00 GENERAL LEDGER AND REVENUE	-16,763,000	0	-16,763,000	-16,470,017.06	.00	-292,982.94	98.3%
35 FOOD SERVICE	15,974,103	-70,500	15,903,603	12,710,342.98	817,521.21	2,375,738.81	85.1%
51 FACILITIES MAINT & OPERATIONS	788,897	70,500	859,397	841,735.28	.00	17,661.72	97.9%
TOTAL FOOD SERVICE	0	0	0	-2,917,938.80	817,521.21	2,100,417.59	100.0%
TOTAL REVENUES	-16,763,000	0	-16,763,000	-16,470,017.06	.00	-292,982.94	
TOTAL EXPENSES	16,763,000	0	16,763,000	13,552,078.26	817,521.21	2,393,400.53	
GRAND TOTAL	0	0	0	-2,917,938.80	817,521.21	2,100,417.59	100.0%

** END OF REPORT - Generated by VALENZUELA, UVALDINA **

06/25/2020 14:38
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ECTOR COUNTY ISD, TX
DEBT SERVICE FUND YTD BUDGET REPORT
MAY 31, 2020

P 1
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FOR 2020 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
511 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-16,500,848	0	-16,500,848	-16,716,263.55	.00	215,415.55	101.3%
71 DEBT SERVICE	13,143,519	0	13,143,519	13,142,368.76	.00	1,150.24	100.0%
TOTAL DEBT SERVICE FUND	-3,357,329	0	-3,357,329	-3,573,894.79	.00	216,565.79	106.5%
TOTAL REVENUES	-16,500,848	0	-16,500,848	-16,716,263.55	.00	215,415.55	
TOTAL EXPENSES	13,143,519	0	13,143,519	13,142,368.76	.00	1,150.24	
GRAND TOTAL	-3,357,329	0	-3,357,329	-3,573,894.79	.00	216,565.79	106.5%

** END OF REPORT - Generated by VALENZUELA, UVALDINA **

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 MONTHLY REPORT OF TAX COLLECTIONS
 FOR THE PERIOD OF JULY 1, 2019 THRU MAY 31, 2020

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2018 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2019	177,517,252.00	(359,297.22)	177,157,954.78	167,777,619.40	1,764,613.82	7,615,721.56		4.30%
DELINQUENT TAX								
2018	5,145,767.36	(278,817.24)	4,866,950.12	2,035,026.47	143,051.53	2,688,872.12	52.25%	55.25%
2017	2,328,152.69	(33,017.31)	2,295,135.38	481,567.67	40,579.24	1,772,988.47	76.15%	77.25%
2016	1,794,552.33	58,090.54	1,852,642.87	363,046.09	22,085.51	1,467,511.27	81.78%	79.21%
2015	1,317,186.22	(36,356.74)	1,280,829.48	221,123.91	11,777.10	1,047,928.47	79.56%	81.82%
2014	1,184,536.18	31,995.67	1,216,531.85	138,624.03	17,055.94	1,060,851.88	89.56%	87.20%
2013	731,093.32	(1,590.93)	729,502.39	59,158.07	3,857.59	666,486.73	91.16%	91.36%
2012	500,229.81	(3,079.33)	497,150.48	30,022.14	1,616.00	465,512.34	93.06%	93.64%
2011	492,930.18	(3,279.14)	489,651.04	25,649.66	771.63	463,229.75	93.97%	94.60%
2010	376,196.78	(2,968.44)	373,228.34	18,004.62	276.64	354,947.08	94.35%	95.10%
2009	360,517.52	(2,677.00)	357,840.52	14,297.23	158.12	343,385.17	95.25%	95.96%
2008	414,944.47	(62,627.68)	352,316.79	12,064.63	232.64	340,019.52	81.94%	96.51%
2007+	1,610,600.33	(27,712.52)	1,582,887.81	93,551.35	988.34	1,488,348.12	92.41%	94.03%
TOTAL DELINQUENT TAX	16,256,707.19	(362,040.12)	15,894,667.07	3,492,135.87	242,450.28	12,160,080.92	80.77%	82.22%
CED # 24 SII TAXES	50,798.24	(1,120.02)	49,678.22	1,170.47	0.00	48,507.75	95.49%	97.64%
TOTAL ALL TAXES	193,824,757.43	(722,457.36)	193,102,300.07	171,270,925.74	2,007,064.10	19,824,310.23		
PENALTY / INTEREST / DISCOUNT						YEAR TO DATE		
				CURRENT P & I	613,018.76	167,686.31	780,705.07	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	1,480,475.24	96,917.21	1,577,392.45	
					0.00			
TOTAL PENALTY / INTEREST / DISCOUNT					2,093,494.00	264,603.52	2,358,097.52	
OTHER COLLECTIONS								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	1,951.68	37.29	1,988.97	
				LATE RENDITION FEES	224,667.79	11,391.71	236,059.50	
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00	
				COSTS COLLECTED	0.00	0.00	0.00	
				SUSPENSE PAYMENTS	0.00	0.00	0.00	
				REFUNDS	0.00	0.00	0.00	
				CASH OVER / (SHORT)	0.00	0.00	0.00	
TOTAL OTHER					226,619.47	11,429.00	238,048.47	
TOTAL SCHOOL					173,591,039.21	2,283,096.62	175,874,135.83	
				GENERAL FUND		DEBT SERVICE		
				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
TOTAL				1,820,407.13	250,361.49	186,656.97	25,671.03	2,283,096.62

PURCHASE (
FO

PO#	VENDOR	AMOUNT
20013474	BRAYCO	\$ 180,000
20013310	PCS REVENUE CONTROL SYST INC	\$ 129,903
20013533	NORRIS PRODUCTS CORPORATION	\$ 51,835

**ORDERS OVER \$50,000
FOR JUNE 2020**

General Comments	APPROVAL PROCESS
COVID Mask/MCH	EMERGENCY PROCUREMENT
POS mobile feeding POS	BUYBOARD CONTRACT #579-19
Nutrition Transport with Insulated Bags	EMERGENCY PROCUREMENT

MEMORANDUM

TO: Dr. Scott Muri, Superintendent of Schools

FROM: Staci Ashley, Executive Director of Human Resources

RE: Routine Personnel Report for June 2020

Date: 7/1/2020

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
NONE			

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
HUGO PEREZ	FOURTH-BILINGUAL	GALE POND ALAMO	6/12/2020
CONNIE JANOUSEK	INSTRUCTIONAL SPECIALIST	TRAVIS ELEMENTARY	6/2/2020
EDITH MANDELL	KINDER REG	GALE POND ALAMO	6/12/2020
SARA K MORENO	FOURTH GRADE REG	GALE POND ALAMO	6/12/2020
HEATHER WOOD	INSTRUCTIONAL SPECIALIST	PEASE ELEMENTARY	6/2/2020

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
CHRISTOPHER MARTINEZ	ASSISTANT BAND DIRECTOR	ECTOR MIDDLE SCHOOL	6/2/2020
MARK EDENS	AG/CONSTRUCTION	PERMIAN HIGH SCHOOL	6/18/2020
MAYRA GARCIA	HEAD BAND DIRECTOR	BOWIE	6/2/2020
NATHALIE NEILL	CTE CULINARY	ADVANCE TECHNICAL CENTER	6/2/2020

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
GREGORY T GIROIR	PSYCHOLOGY LSSP- INTERN	SPED DEPARTMENT	6/1/2020
EVANGELINA T MIJARES	DIAGNOSTICIAN	SPED DEPARTMENT	6/4/2020
JANET H RAINES FLIPPIN	COORDINATOR-CAREER & TECHNOLOGY	CAREER & TECHNOLOGY	6/30/2020
AMYE L COTTON	COORDINATOR-ELAR	CURRICULUM & INSTRUCTION	6/30/2020
CINTHIA P SALINAS GONZALEZ	2 + 1 COORDINATOR	HUMAN RESOURCES DEPT.	6/30/2020
MARIA ANGELINA SHELKEY	IS APPL ANALYST	INFORMATION SYSTEM	6/18/2020
JULIA MEDINA	COUNSELOR	GUIDENCE & COUNSELING	6/26/2020



Student Handbook

2020–21 School Year

Dr. Scott Muri, Superintendent of Schools
802 N. Sam Houston
Odessa, Texas 79761
(432) 456-0000
<http://www.ectorcountyisd.org>

Ector County Independent School District does not discriminate on the basis of gender, age, race, nationality, religion, disability, socioeconomic standing, or non-proficiency in English language skills, in providing educational services for students' benefit.

If you have difficulty accessing the information in this document because of disability, please contact the ECISD Communications Department at 432-456-9019.

Ector County Independent School District Student Handbook

Contents

ECISD Student Handbook.....	1
Preface	12
Accessibility	13
Section One: Parental Rights.....	14
Consent, Opt-Out, and Refusal Rights.....	14
Consent to Conduct a Psychological Evaluation or Provide a Mental Health Care Service.....	14
Consent to Display a Student’s Original Works and Personal Information	14
Consent to Receive Parenting and Paternity Awareness Instruction if a Student is under Age 14	14
Consent to Video or Audio Record a Student when Not Already Permitted by Law	14
Prohibiting the Use of Corporal Punishment.....	15
Limiting Electronic Communications between Students and District Employees.....	15
Objecting to the Release of Directory Information.....	15
Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education (Secondary Grade Levels Only).....	17
Participation in Third-Party Surveys	17
Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation	17
“Opting Out” of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information.....	17
Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction	18
Human Sexuality Instruction.....	18
Reciting a Portion of the Declaration of Independence in Grades 3–12.....	19
Reciting the Pledges to the U.S. and Texas Flags.....	19
Religious or Moral Beliefs	19
Tutoring or Test Preparation.....	19
Right of Access to Student Records, Curriculum Materials, and District Records/Policies	20
Instructional Materials.....	20
Notices of Certain Student Misconduct to Noncustodial Parent.....	20
Participation in Federally Required, State-Mandated, and District Assessments.....	20
Student Records.....	20
Accessing Student Records	20
Authorized Inspection and Use of Student Records	21
Teacher and Staff Professional Qualifications	24
A Student with Exceptionalities or Special Circumstances	24

Ector County Independent School District Student Handbook

Children of Military Families	24
Parental Role in Certain Classroom and School Assignments	25
Multiple-Birth Siblings.....	25
Safety Transfers/Assignments	25
Student Use of a Service/Assistance Animal.....	25
A Student in the Conservatorship of the State (Foster Care)	25
A Student Who Is Homeless.....	26
A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services	27
Special Education Referrals	27
Contact Person for Special Education Referrals.....	28
Section 504 Referrals	28
Contact Person for Section 504 Referrals	28
Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education.....	29
A Student Who Receives Special Education Services with Other School-Aged Children in the Home	29
A Student Who Speaks a Primary Language Other than English.....	29
A Student with Physical or Mental Impairments Protected under Section 504.....	29
Section Two: Other Important Information for Parents and Students.....	30
Absences/Attendance	30
Compulsory Attendance	30
Prekindergarten and Kindergarten.....	30
Ages 6–18.....	30
Age 19 and Older	30
Exemptions to Compulsory Attendance.....	30
All Grade Levels	30
Secondary Grade Levels	31
Failure to Comply with Compulsory Attendance	31
All Grade Levels	31
Students with Disabilities.....	32
Ages 6–18.....	32
Age 19 and Older	32
Attendance for Credit or Final Grade (All Grade Levels).....	32
Official Attendance-Taking Time (All Grade Levels)	33

Ector County Independent School District Student Handbook

Documentation after an Absence (All Grade Levels)	33
Doctor’s Note after an Absence for Illness (All Grade Levels)	33
Driver License Attendance Verification (Secondary Grade Levels Only)	34
Accountability under State and Federal Law (All Grade Levels).....	34
Armed Services Vocational Aptitude Battery Test (Grades 10–12)	34
Awards and Honors (Grades 9-12).....	34
Bullying (All Grade Levels)	34
Career and Technical Education (CTE) Programs (Secondary Grade Levels Only).....	36
Celebrations (All Grade Levels)	37
Child Sexual Abuse, Trafficking, and Other Maltreatment of Children (All Grade Levels).....	37
Warning Signs of Sexual Abuse.....	37
Warning Signs of Trafficking.....	38
Reporting and Responding to Sexual Abuse, Trafficking, and Other Maltreatment of Children	39
Further Resources on Sexual Abuse, Trafficking, and Other Maltreatment of Children	39
Class Rank/Highest-Ranking Student (Secondary Grade Levels Only).....	40
Class Schedules (Secondary Grade Levels Only).....	40
College and University Admissions and Financial Aid (All Grade Levels).....	40
College Credit Courses (Secondary Grade Levels Only).....	41
Communications—Automated (All Grade Levels)	41
Emergency.....	41
Nonemergency	42
Complaints and Concerns (All Grade Levels).....	42
Conduct (All Grade Levels)	42
Applicability of School Rules	42
Campus Behavior Coordinator.....	43
Deliveries	43
Disruption of School Operations	43
Social Events.....	43
Counseling	44
Academic Counseling.....	44
Elementary and Middle/Junior High School Grade Levels	44
High School Grade Levels.....	44
Personal Counseling (All Grade Levels)	45
Course Credit (Secondary Grade Levels Only).....	45
Credit by Examination—If a Student Has Taken the Course/Subject (Grades 6–12).....	45

Ector County Independent School District Student Handbook

Credit by Examination for Advancement/Acceleration—If a Student Has Not Taken the Course/Subject	46
Kindergarten Acceleration	46
Students in Grades 1–5	46
Students in Grades 6–12.....	46
Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)	46
Dating Violence	47
Discrimination.....	47
Harassment.....	47
Sexual Harassment and Gender-Based Harassment.....	48
Retaliation	48
Reporting Procedures.....	49
Investigation of Report.....	49
Discrimination	49
Distance Learning (All Grade Levels)	49
Texas Virtual School Network (TXVSN) (Secondary Grade Levels).....	50
Distribution of Literature, Published Materials, or Other Documents (All Grade Levels).....	50
School Materials.....	50
Nonschool Materials	50
From Students	50
From Others	51
Dress and Grooming (All Grade Levels)	51
Electronic Devices and Technology Resources (All Grade Levels)	53
Possession and Use of Personal Telecommunications Devices, Including Cell Phones, and Other Electronic Devices.....	53
Instructional Use of Personal Telecommunications and Other Electronic Devices	53
Acceptable Use of District Technology Resources	54
Unacceptable and Inappropriate Use of Technology Resources.....	54
End-of-Course (EOC) Assessments	54
English Learners (All Grade Levels).....	54
Extracurricular Activities, Clubs, and Organizations (All Grade Levels).....	55
Standards of Behavior	56
Offices and Elections	56
Fees (All Grade Levels)	56
Final Exam Exemptions (Grades 9-12)	58
Fundraising (All Grade Levels).....	59

Ector County Independent School District Student Handbook

Gang-Free Zones (All Grade Levels).....	59
Gender-Based Harassment.....	59
Grade-Level Classification (Grades 9–12 Only).....	60
Grading Guidelines (All Grade Levels).....	60
Graduation (Secondary Grade Levels Only).....	60
Requirements for a Diploma.....	60
Testing Requirements for Graduation.....	60
Foundation Graduation Program.....	61
Credits Required.....	62
Available Endorsements.....	63
Personal Graduation Plans.....	63
Available Course Options for All Graduation Programs.....	64
Certificates of Coursework Completion.....	64
Students with Disabilities.....	64
Graduation Activities.....	64
Graduation Speakers.....	65
Graduation Expenses.....	65
Scholarships and Grants.....	65
Harassment.....	65
Hazing (All Grade Levels).....	65
Health—Physical and Mental.....	66
Illness (All Grade Levels).....	66
Immunization (All Grade Levels).....	66
Lice (All Grade Levels).....	67
Medicine at School (All Grade Levels).....	67
Asthma and Severe Allergic Reactions.....	68
Steroids (Secondary Grade Levels Only).....	68
Mental Health Support (All Grade Levels).....	69
Physical Activity Requirements.....	69
Elementary School.....	69
Junior High/Middle School.....	70
Temporary Restriction from Participation in Physical Education.....	70
Physical Fitness Assessment (Grades 3–12).....	70
Physical Health Screenings / Examinations.....	70
Athletics Participation (Secondary Grade Levels Only).....	70

Ector County Independent School District Student Handbook

Spinal Screening Program	70
Other Examinations and Screenings (All Grade Levels)	71
Special Health Concerns (All Grade Levels)	71
Bacterial Meningitis (All Grade Levels)	71
Diabetes.....	71
Food Allergies (All Grade Levels).....	71
Seizures (All Grade Levels)	71
Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)...	72
Health-Related Resources, Policies, and Procedures	72
Physical and Mental Health Resources (All Grade Levels)	72
Policies and Procedures that Promote Student Physical and Mental Health (All Grade Levels)	72
School Health Advisory Council (SHAC) (All Grade Levels).....	73
Student Wellness Policy/Wellness Plan (All Grade Levels)	73
Homework (All Grade Levels)	73
Law Enforcement Agencies (All Grade Levels).....	73
Questioning of Students.....	73
Students Taken into Custody	73
Notification of Law Violations.....	74
Leaving Campus (All Grade Levels).....	74
During Lunch.....	75
At Any Other Time during the School Day	75
Lost and Found (All Grade Levels).....	75
Makeup Work	76
Makeup Work Because of Absence (All Grade Levels)	76
DAEP Makeup Work (Grades 9–12).....	76
In-School Suspension (ISS) and Out-of-School Suspension (OSS) Makeup Work (All Grade Levels)	76
.....	76
Alternative Means to Receive Coursework	76
Opportunity to Complete Courses.....	76
Nondiscrimination Statement (All Grade Levels).....	76
Parent and Family Engagement (All Grade Levels)	77
Working Together.....	77
Parking and Parking Permits (Secondary Grade Levels Only)	78
Pledges of Allegiance and a Minute of Silence (All Grade Levels).....	78
Prayer (All Grade Levels).....	79

Ector County Independent School District Student Handbook

Promotion and Retention	79
Elementary and Middle/Junior High Grade Levels	79
High School Grade Levels	80
Release of Students from School	80
Report Cards/Progress Reports and Conferences (All Grade Levels).....	80
Retaliation.....	81
Safety (All Grade Levels).....	81
Accident Insurance	81
Insurance for Career and Technical Education (CTE) Programs	82
Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies	82
Preparedness Training: CPR and Stop the Bleed.....	82
Emergency Medical Treatment and Information	82
Emergency School Closing Information	82
SAT, ACT, and Other Standardized Tests	82
Schedule Changes (Middle/Junior High and High School Grade Levels).....	82
School Facilities	83
Asbestos Management Plan (All Grade Levels).....	83
Food and Nutrition Services (All Grade Levels).....	83
Vending Machines (All Grade Levels)	83
Pest Management Plan (All Grade Levels)	83
Conduct Before and After School (All Grade Levels)	84
Library (All Grade Levels).....	84
Use of Hallways during Class Time (All Grade Levels).....	84
Use by Students Before and After School (All Grade Levels).....	84
Meetings of Noncurriculum-Related Groups (Secondary Grade Levels Only)	84
School-Sponsored Field Trips (All Grade Levels)	84
Searches.....	85
Searches in General (All Grade Levels).....	85
District Property (All Grade Levels)	85
Metal Detectors (All Grade Levels)	85
Telecommunications and Other Electronic Devices (All Grade Levels).....	85
Trained Dogs (All Grade Levels).....	85
Vehicles on Campus (Secondary Grade Levels Only).....	86
Sexual Harassment.....	86
Special Programs (All Grade Levels).....	86
Standardized Testing.....	86

Ector County Independent School District Student Handbook

Secondary Grade Levels.....	86
SAT/ACT (Scholastic Aptitude Test and American College Test)	86
TSI (Texas Success Initiative) Assessment.....	86
STAAR (State of Texas Assessments of Academic Readiness).....	87
Grades 3–8	87
High School Courses End-of-Course (EOC) Assessments.....	87
Students in Foster Care (All Grade Levels).....	88
Students Who are Homeless (All Grade Levels).....	88
Student Speakers (All Grade Levels).....	88
Tardies (All Grade Levels)	88
Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels).....	88
Transfers (All Grade Levels).....	89
Transportation (All Grade Levels)	89
School-Sponsored Trips.....	89
Buses and Other School Vehicles	89
Vandalism (All Grade Levels).....	93
Video Cameras (All Grade Levels).....	93
Visitors to the School (All Grade Levels).....	93
General Visitors.....	93
Unauthorized Persons.....	93
Visitors Participating in Special Programs for Students	94
Business, Civic, and Youth Groups	94
Career Information.....	94
Volunteers (All Grade Levels)	94
Voter Registration (Secondary Grade Levels Only).....	94
Withdrawing from School (All Grade Levels).....	94
Glossary.....	95
Appendix: Freedom from Bullying Policy	98
Student Welfare: Freedom from Bullying	98

Ector County Independent School District Student Handbook

EARLY EDUCATION CENTERS	#	Phone	Address	Principal	Asst. Principal	Secretary
Carver AM: 7:40-11:10 / PM: 11:50-3:20	106	456.1069	600 College 79761	Sherry Palmer	Priscilla Aguilar	Maria Ellis
Lamar AM: 7:40-11:10 / PM: 11:50-3:20	115	456.1159	501 Lettie Lee 79761	Maryjane Hutchins	Andrea Messick	Jeanette Hickey
ELEMENTARY						
Alamo (PK) 7:40-4:20	101	456.1019	801 E. 23rd 79761	Regina Lee	Elisha Moberly	Carrie Carrasco
Austin (PK/U) 7:40-3:20	102	456.1029	901 N. Lee 79761	Tania Hagood	Connie Conner	Nancy Cabral
Blackshear 7:40-3:20, 7:40-4:20 Magnet	127	456.1279	501 S. Dixie 79761	Valerie Rivera	Jennifer Bizzel	Valerie Contreras
Blanton 7:40-3:20 (PK) AM: 7:40-11:10 / PM: 11:50-3:20	125	456.1259	4101 Lynbrook 79762	Stacey Ybarra	Shelley Rash	June Ybarra
Buice 7:40-3:20	133	456.1339	1800 E. 87th 79765	Jessica Rickman	Kristin Ross	Cristina Velasquez
Burleson (U) 7:40-3:20	103	456.1039	3900 N. Golder 79764	Tristan Specter	Samantha Villarreal	Aydee Martinez
Burnet 7:40-3:20	104	456.1049	3511 Maple 79762	Maria Serrano	Yvette Hernandez	Vanessa Ramos
Cameron 7:40-3:20 (PK) 7:40-4:20	105	456.1059	2401 W. 8th 79763	Jacob Bargas	Ana Estrada	Regina Suchil
Cavazos 7:40-3:20	130	456.1309	9301 W. 16th 79763	Amanda Montelongo	Lalonne King Lindsey Lumpkin	Katerina Aguirre
Dowling 7:40-3:20	107	456.1079	1510 E. 17th 79761	Julie Marshall		Lupe Carreon
E. K. Downing 7:40-3:20	131	456.1319	1480 N. Knox 79763	Marcos Lopez	Shenna Wallace Zealia Jenkins	Edith Lizalde
Fly 7:40 - 3:20 (PK) AM: 7:40-11:10 / PM: 11:50-3:20	126	456.1269	11688 W. Westview 79764	Sam Martinez	Josie Mata Jerry Mahana	Rebecca Carman
Goliad 7:40-3:20	110	456.1109	501 E. 52nd 79762	Cristabel Gonzales	Nora Gonzalez	Amy Jones
Gonzales 7:40-3:20	111	456.1119	2700 Disney 79761	Angie Moad	Kristen Roe	Angelica Ball
Hays (U) 7:40-4:20 (PK) 7:40-3:20	112	456.1129	1101 E. Monahans 79761	Paula Dannheim	Brandon Carter	Kathy Craighead
Ireland 7:40-3:20	114	456.1149	4301 Dawn 79762	Katy Ochoa	Rossy Tirado	Sable Corrales
Johnson 7:40-3:20	128	456.1289	6401 Amber 79762	Alisha Holguin		Anna McMeans
Jordan 7:40-3:20	129	456.1299	9400 Rainbow 79765	Scott Houston	Dora Martinez	Isela Samaniego
Milam 7:40-4:20 (PK) 7:40-3:20	116	456.1169	640 College 79761	Natalie Fitzgerald	Claudia Lopez	Lori Valencia
Noel 7:30-3:10	124	456.1249	2200 Newcomb 79764	Jennie Chavez	Raquel Rodriguez	Linda Hernandez
Pease 7:40-3:20 (PK) AM: 7:40-11:10 / PM: 11:50-3:20	117	456.1179	1800 W. 22nd 79763	Kamy Smith	Micah Arrott	Delores Rodriguez
Reagan 7:40-3:20 (PK) AM: 7:40-11:10 / PM: 11:50-3:20	118	456.1189	2321 E. 21st 79761			Mary Servin
Ross 7:40-3:20	119	456.1199	4600 N. Everglade 79762	Susan Hendricks	Adonica Galindo	Billie Gamboa
Sam Houston 7:40-3:20	113	456.1139	300 E. 37th 79762	Crystal Marquez	Mary Fulton	Diane Crawford
San Jacinto 7:40-3:20	121	456.1219	1000 W. 19th 79763	Erin Bueno	Fallon McLane	Sylvia Clark
Travis 7:30-3:10, 7:30-4:10 Magnet	122	456.1229	1400 S. Lee 79761	Amy Russell	Alejandra Garcia	Fernanda Castaneda
West 7:40-3:20	132	456.1329	2225 Sycamore 79763	Gisela Davila	Suzanne Zuniga	Prissilia Joe
Zavala 7:40-3:20, 7:40-4:20 Magnet (PK) AM: 7:40-11:10 / PM: 11:50-3:20	123	456.1239	1201 Clifford 79763	Tanya Galindo	Erin Reddell	Lynn Dodson

Ector County Independent School District Student Handbook

Elementary AEP		456.3176		Amanda Warber		
MIDDLE SCHOOL	#	Phone	Address	Principal	Campus Leadership	Secretary
Bonham (U) 8:30-4:15	042	456.0429	2201 E. 21st 79761	Mareka Austin	Angel Rodriguez, 8th AP William Iker, 7th AP	Anna Valdez
Bowie (U) 8:35-4:20	043	456.0439	500 W. 21st 79761		Jason Watson, 6th AP Mark Crissinger, 8th AP	Sandra Dilger
Crockett 8:35-4:20	044	456.0449	2301 N. Conover 79763	Maribel Aranda	Tonya Houston, 6th AP Senovio Ortiz, 7th AP Terrance Reece, 8th AP	Cynthia Avila
Ector College Prep Success Academy (U) Mon - Thurs: 8:35-5:20 Friday: 11:00-4:20	047	456.0479	809 W. Clements 79763	Mitch Gerig Bobby Bleisch	Robert Syner, Assoc. Jose Porras, 6th AP Norma Parra-Solano, 7th AP Alejandra Garcia, 8th AP	Martha Almaguer
Nimitz (U) 8:35-4:20	046	456.0469	4900 Maple 79762	Teresa Willison	Karime Briones, 8th AP Christian Pugh, 7th AP Ryan Jennische, 6th AP	Daphne Narrell
Wilson & Young (U) 8:30-4:15	045	456.0459	601 E. 38th 79762	Anthony Garcia	Jana Norman, 8th AP Abel Avila, 7th AP Welton Blaylock, 6th AP	Cristina Dominguez

HIGH SCHOOL

CTE Ag Farm			7651 W. Dunn 79763	Carla Byrne, Executive Director of CTE	Randy Gillum, Teacher	
CTE Frost Building & Greenhouse	698	456.6999	104 S. Grandview 79761	Carla Byrne, Executive Director of CTE	Sherman Haller, Campus Supervisor	Jessica Marichalar
CTE New Tech Odessa		456.6982	300 E. 29th 79762	Carla Byrne, Executive Director of CTE	Janet Flippin, CTE Coordinator	Chelsey Salgado
George H.W. Bush New Tech Odessa 8:30-4:20	011	456.6989	300 E. 29th 79762	Gerardo Ramirez	Christopher Hancock	Irene Nunez
OCTECHS 8:30-4:20	014	456-6409	201 W. University 79764 – Learning Resource Center at Odessa College	Karl Miller		Kisa Lee
Odessa Collegiate Academy Mon -Thurs: 8:00 - 3:50 (3:30 - 4:50 OC ONLY) Friday: 8:00-2:28	015	456-6429	201 W. University 79764 – Dedrick Hall at Odessa College	James Ramage		Magen Ramirez
Odessa 8:35-4:25	002	456.0029	1301 N. Dotsy 79763	Mauricio Marquez	Hector Limon Assoc. Prin. Rachel Gerig, Assoc. Prin. Debra Byrd, A-B Stephanie Mora, C-E Trisha Montalvo, F-Ha Abel Avila, He-L Stephen Cross, M-N Thaddeus McCalister, O-Re Christopher Ortiz, Rh-So Tracie Chapa, Sp-Z	Monica Orona
Permian 8:35-4:25	003	456.0039	1800 E. 42nd 79762	Delesa Styles	Ysmael Lujan, Assoc. Prin. Johna Straw, Assoc. Prin. C&I Richard Ontiveroz, A-Car Sheryl Mahaffey, Cas-Fe Vacant, Fl-Ha Scot Straw, He-Luj Megan Watts, Lun-Now Juan Dominguez, Nun-Rio Joe Williamson, Ris-Tay Efrain Moreno, Tea-Z	V. J. Hornung

SPECIAL CAMPUSES

Alternative Center 8:40-4:15	004	456.0049	1299 E. Yukon 79762	Adam Portillo	Susana Lara, AP	Elida Castaneda
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Ector County Independent School District Student Handbook

Youth Center

005

362.6356

1299 E.Yukon 79762

Adam Portillo

Ector County Independent School District Student Handbook

Preface

To Students and Parents:

Welcome to the new school year!

Education is a team effort. Students, parents, teachers, and other staff members working together will make this a successful year.

The Ector County Independent School District (ECISD) Student Handbook is a general reference guide that is divided into two sections:

Section One: Parental Rights describes certain parental rights as specified in state or federal law.

Section Two: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, the topics are further organized by grade level.

Note: Unless otherwise noted, the term “parent” refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Student Handbook is designed to align with law, board-adopted policy, and the Student Code of Conduct, a board-adopted document intended to promote school safety and an atmosphere for learning. The Student Handbook is not meant to be a complete statement of all policies, procedures, or rules in any given circumstance.

In case of conflicts between board policy (including the Student Code of Conduct) and any Student Handbook provision, the district will follow board policy and the Student Code of Conduct.

Therefore, parents and students should become familiar with the ECISD Student Code of Conduct. To review the Code of Conduct, visit the district’s website at www.ectorcountysd.org. State law requires that the Code of Conduct be prominently displayed or made available for review at each campus.

The Student Handbook is updated annually; however, policy adoption and revisions may occur throughout the year. The district encourages parents to stay informed of proposed policy changes by attending board meetings and reviewing newsletter and other communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify the Student Handbook at any time. Notice of revisions will be provided as is reasonably practical.

Although the Student Handbook may refer to rights established through law or district policy, it does not create additional rights for parents and students. It does not, nor is it intended to, represent a contract between any parent or student and the district.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at your child’s campus.

Note: References to board policy codes are included for ease of reference. The hard copy of the district’s official policy manual is available for review in the district administration office, and an unofficial electronic copy is available at www.ectorcountysd.org.

Ector County Independent School District Student Handbook

The policy manual includes:

- Legally referenced (LEGAL) policies that contain provisions from federal and state laws and regulations, case law, and other legal authorities that provide the legal framework for school districts.
- Board-adopted (LOCAL) policies that articulate the board's choices and values regarding district practices.

For questions about the material in this handbook, please contact a teacher, school counselor, or principal.

Complete and return to the student's campus the following forms (provided in the forms packet distributed at the beginning of the year or upon enrollment):

- Acknowledgment of Electronic Distribution of Student Handbook,
- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information,
- Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education (if you choose to restrict the release of information to these entities), and
- Consent/Opt-Out Form for participation in third-party surveys.

[See **Objecting to the Release of Directory Information** on page 15 and **Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation** on page 17 for more information.]

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact the ECISD Communications Department at 432-456-9019.

Section One: Parental Rights

This section describes certain parental rights as specified in state or federal law.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation or Provide a Mental Health Care Service

Unless required under state or federal law, a district employee will not conduct a psychological examination, test, screening, or treatment, without obtaining prior written parental consent.

The district will not provide a mental health care service to a student except as permitted by law.

The district has established procedures for providing a parent with a recommendation for an intervention for a student with early warning signs of mental health concerns or substance abuse or who has been identified as at risk of attempting suicide. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and a possible need for intervention and provide information about available counseling options.

For further information, see **Mental Health Support** on page 69.

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency for child abuse investigations and reports.

Consent to Display a Student's Original Works and Personal Information

Teachers may display a student's work in classrooms or elsewhere on campus as recognition of student achievement without seeking prior parental consent. These displays may include personally identifiable student information. Student work includes:

- Artwork,
- Special projects,
- Photographs,
- Original videos or voice recordings, and
- Other original works.

However, the district will seek parental consent before displaying a student's work on the district's website, a website affiliated or sponsored by the district (such as a campus or classroom website), or in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if a Student is under Age 14

A student under age 14 must have parental permission to participate in the district's parenting and paternity awareness program. This program was developed by the Office of the Texas Attorney General and the State Board of Education (SBOE) to be incorporated into health education classes.

Consent to Video or Audio Record a Student when Not Already Permitted by Law

State law permits the school to make a video or voice recording without parental permission when it:

Ector County Independent School District Student Handbook

- Is to be used for school safety,
- Relates to classroom instruction or a cocurricular or extracurricular activity,
- Relates to media coverage of the school, or
- Relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

Prohibiting the Use of Corporal Punishment

Corporal punishment—spanking or paddling a student—is not permitted in Ector County ISD.

Limiting Electronic Communications between Students and District Employees

The district permits teachers and other approved employees to use electronic communications with students within the scope of professional responsibilities, as described by district guidelines.

For example, a teacher may create a social networking page for his or her class to relay information regarding class work, homework, and tests. A parent is welcome to access such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity must communicate with a student participating in that activity.

The employee is required to include his or her immediate supervisor and the student's parent as recipients on all text messages.

A parent who does not want his or her child to receive one-to-one electronic communications from a district employee should contact the campus principal.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated "directory information" from a student's education records without written consent.

"Directory information" is information that, if released, is generally not considered harmful or an invasion of privacy. Examples include:

- A student's photograph (for publication in the school yearbook);
- A student's name and grade level (for communicating class and teacher assignments);
- The name, weight, and height of an athlete (for publication in a school athletic program);
- A list of student birthdays (for generating schoolwide or classroom recognition),
- A student's name and photograph (posted on a district-approved and managed social media platform); and
- The names and grade levels of students submitted by the district to a local newspaper or other community publication (to recognize the A/B honor roll for a specific grading period.)

Ector County Independent School District Student Handbook

Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of this information. Any objection must be made in writing to the principal within ten school days of the student's first day of instruction for this school year. [See **Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information**, included in the forms packet.]

The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

The district has identified the following as directory information:

- Student name,
- Address,
- Telephone listing,
- Email address,
- Photograph,
- Date and place of birth,
- Major field of study,
- Degrees, honors, and awards received,
- Dates of attendance,
- Grade level,
- Most recent school previously attended,
- Participation in officially recognized activities and sports, and
- Height and weight (if a member of an athletic team).

If a parent objects to the release of the student's information included on the directory information response form, this objection also applies to the use of that information for school-sponsored purposes, such as:

- Honor roll,
- School newspaper,
- Yearbook,
- Recognition activities,
- News releases, and
- Athletic programs.

Note: Review **Authorized Inspection and Use of Student Records** on page 21.

Ector County Independent School District Student Handbook

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education (Secondary Grade Levels Only)

Unless a parent has advised the district not to release his or her student's information, the Every Student Succeeds Act (ESSA) requires the district to comply with requests from military recruiters or institutions of higher education for the student's:

- Name,
- Address, and
- Telephone listing.

[See **Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education**, included in the forms packet.]

Participation in Third-Party Surveys

Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation

The Protection of Pupil Rights Amendment (PPRA) mandates that a student will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

- Political affiliations or beliefs of the student or the student's parent;
- Mental or psychological problems of the student or the student's family;
- Sex behavior or attitudes;
- Illegal, antisocial, self-incriminating, or demeaning behavior;
- Critical appraisals of individuals with whom the student has a close family relationship;
- Legally recognized privileged relationships, such as with lawyers, physicians, and ministers;
- Religious practices, affiliations, or beliefs of the student or parent; or
- Income, except when the information is required by law and will be used to determine the student's eligibility for a program.

A parent can inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey, analysis, or evaluation. [See policy EF(LEGAL) for more information.]

"Opting Out" of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

The PPRA gives parents the right to receive notice and an opportunity to opt a student out of:

- Any survey concerning protected information, regardless of funding.
- Activities involving the collection, disclosure, or use of personal information gathered from the child for the purpose of marketing, selling, or otherwise disclosing that information to others.

Ector County Independent School District Student Handbook

- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of the student.

Exceptions are hearing, vision, or spinal screenings, or any physical examination or screening permitted or required under state law. [See policies EF and FFAA for more information.]

A parent may inspect:

- Protected information surveys of students and surveys created by a third party;
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
- Instructional material used as part of the educational curriculum.

Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction

Human Sexuality Instruction

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) makes recommendations for course materials.

State law requires that the district provide written notice before each school year of the board's decision to provide human sexuality instruction.

State law also requires that instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS):

- Present abstinence from sexual activity as the preferred choice in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;
- Emphasize that abstinence, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to abstain from sexual activity before marriage as the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

Per state law, here is a summary of the district's curriculum regarding human sexuality instruction:

The Life Center's curriculum is entitled "Impact" (5th grade), "YWUDI" (6th, 7th, and 8th grades) and "No Gray" (9th and 10th grades). Texas Tech University's curriculum is entitled "Big Decisions."

A parent is entitled to review the curriculum materials. In addition, a parent may remove his or her child from any part of the human sexuality instruction without academic, disciplinary, or other

Ector County Independent School District Student Handbook

penalties. A parent may also choose to become more involved with the development of this curriculum by becoming a member of the district's SHAC. (See the campus principal for details.)

Reciting a Portion of the Declaration of Independence in Grades 3–12

State law designates the week of September 17 as Celebrate Freedom Week and requires all social studies classes provide:

- Instruction concerning the intent, meaning, and importance of the Declaration of Independence and the U.S. Constitution, and
- A specific recitation from the Declaration of Independence for students in grades 3–12.

Per state law, a student may be excused from recitation of a portion of the Declaration of Independence if:

- A parent provides a written statement requesting that his or her child be excused,
- The district determines that the student has a conscientious objection to the recitation, or
- A parent is a representative of a foreign government to whom the U.S. government extends diplomatic immunity.

[See policy EHBK(LEGAL) for more information.]

Reciting the Pledges to the U.S. and Texas Flags

A parent may request that his or her child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be made in writing.

State law, however, requires that all students participate in one minute of silence following recitation of the pledges.

[See **Pledges of Allegiance and a Minute of Silence** on page 78 and policy EC(LEGAL) for more information.]

Religious or Moral Beliefs

A parent may remove his or her child temporarily from the classroom if a scheduled instructional activity conflicts with the parent's religious or moral beliefs.

The removal may not be used to avoid a test and may not extend for an entire semester. Further, the student must satisfy grade-level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

A teacher may determine that a student needs additional targeted assistance for the student to achieve mastery in state-developed essential knowledge and skills based on:

- Informal observations,
- Evaluative data such as grades earned on assignments or tests, or
- Results from diagnostic assessments.

The school will always attempt to provide tutoring and strategies for test-taking in ways that prevent removal from other instruction as much as possible.

Ector County Independent School District Student Handbook

In accordance with state law and policy EC, without parental permission, districts are prohibited from removing a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the days the class is offered.

Under state law, students with grades below 70 for a reporting period are required to attend tutorial services—if the district offers these services.

[For questions about school-provided tutoring programs contact the student’s teacher, and see policies EC and EHBC.]

Right of Access to Student Records, Curriculum Materials, and District Records/Policies

Instructional Materials

A parent has the right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child’s misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See the Student Code of Conduct and policy FO(Legal) for more information.]

Participation in Federally Required, State-Mandated, and District Assessments

In accordance with the Every Student Succeeds Act (ESSA), a parent may request information regarding any federal, state, or district policy related to his or her child’s participation in required assessments.

Student Records

Accessing Student Records

A parent may review his or her child’s records. These records include:

- Attendance records,
- Test scores,
- Grades,
- Disciplinary records,
- Counseling records,
- Psychological records,
- Applications for admission,

Ector County Independent School District Student Handbook

- Health and immunization information,
- Other medical records,
- Teacher and school counselor evaluations,
- Reports of behavioral patterns,
- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child, as the term “intervention strategy” is defined by law,
- State assessment instruments that have been administered to the child, and
- Teaching materials and tests used in the child’s classroom.

Authorized Inspection and Use of Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights regarding student education records.

For purposes of student records, an “eligible” student is anyone age 18 or older or who attends a postsecondary educational institution. These rights, as discussed here and at **Objecting to the Release of Directory Information** on page 15, are the right to:

- Inspect and review student records within 45 days after the day the school receives a request for access;
- Request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA;
- Provide written consent before the school discloses personally identifiable information from the student’s records, except to the extent that FERPA authorizes disclosure without consent; and
- File a complaint with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements. The office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Ave., S.W.
Washington, DC 20202

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy.

Before disclosing personally identifiable information from a student’s records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance—including grades, test results, and disciplinary records—is considered confidential educational records.

Inspection and release of student records is restricted to an eligible student or a student’s parent—whether married, separated, or divorced—unless the school receives a copy of a court order terminating parental rights or the right to access a student’s education records.

Federal law requires that control of the records goes to the student as soon as the student:

Ector County Independent School District Student Handbook

- Reaches the age of 18,
- Is emancipated by a court, or
- Enrolls in a postsecondary educational institution.

However, the parent may continue to have access to the records if the student is a dependent for tax purposes and, under limited circumstances, when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records without written consent of the parent or eligible student:

- When school officials have what federal law refers to as a "legitimate educational interest" in a student's records.
 - Legitimate educational interest may include:
 - Working with the student;
 - Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
 - Compiling statistical data;
 - Reviewing an educational record to fulfill the official's professional responsibility; or
 - Investigating or evaluating programs.
 - School officials may include:
 - Board members and employees, such as the superintendent, administrators, and principals;
 - Teachers, school counselors, diagnosticians, and support staff (including district health or medical staff);
 - A person or company with whom the district has contracted or allowed to provide a specific institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer);
 - A person appointed to serve on a team to support the district's safe and supportive school program;
 - A parent or student serving on a school committee; or
 - A parent or student assisting a school official in the performance of his or her duties.

FERPA also permits the disclosure of personally identifiable information without written consent:

- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, the Texas Education Agency, the U.S. Secretary of Agriculture's

Ector County Independent School District Student Handbook

office, and Child Protective Services (CPS) caseworkers or, in certain cases, other child welfare representatives.

- To individuals or entities granted access in response to a subpoena or court order.
- To another school, district/system, or postsecondary educational institution to which a student seeks or intends to enroll or in which the student already is enrolled.
- In connection with financial aid for which a student has applied or has received.
- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.
- When the district discloses directory information-designated details. [To prohibit this disclosure, see **Objecting to the Release of Directory Information** on page 15.]

Release of personally identifiable information to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The principal is custodian of all records for currently enrolled students at the assigned school. The superintendent is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wants to inspect the student's records should submit a written request to the records custodian identifying the records he or she wants to inspect.

Records may be reviewed in person during regular school hours. The records custodian or designee will be available to explain the record and to answer questions.

A parent or eligible student who submits a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review the records.

The address of the superintendent's office is 802 N. Sam Houston, Odessa, TX 79761.

The addresses of the principal's offices can be found on the ECISD webpage under the "Our Schools" section at www.ectorcountysd.org.

A parent or eligible student may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights.

A request to correct a student's record should be submitted to the appropriate records custodian. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If after the hearing the records are not amended, the parent or eligible student has 30 school days to place a statement in the student's record.

Ector County Independent School District Student Handbook

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the complaint process found in policy FNG(LOCAL). A grade issued by a teacher can be changed only if, as determined by the board of trustees, the grade is arbitrary, erroneous, or inconsistent with the district's grading guidelines. [See **Report Cards/Progress Reports and Conferences** on page 80, **Complaints and Concerns** on page 42, and Finality of Grades at policy FNG(LEGAL).]

The district's student records policy is found at policy FL(LEGAL) and (LOCAL) and is available at the principal's or superintendent's office or on the district's website at www.ectorcountysd.org.

Note: The parent's or eligible student's right of access to and copies of student records does not extend to all records. Materials that are not considered educational records—such as a teacher's personal notes about a student shared only with a substitute teacher—do not have to be made available.

Teacher and Staff Professional Qualifications

A parent may request information regarding the professional qualifications of his or her child's teachers, including whether the teacher:

- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction,
- Has an emergency permit or other provisional status for which state requirements have been waived, and
- Is currently teaching in the field of discipline of his or her certification.

The parent also has the right to request information about the qualifications of any paraprofessional who may provide services to the child.

A Student with Exceptionalities or Special Circumstances

Children of Military Families

The Interstate Compact on Educational Opportunities for Military Children entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements;
- Grade level, course, or educational program placement;
- Eligibility requirements for participation in extracurricular activities;
- Enrollment in the Texas Virtual School Network (TXVSN); and
- Graduation requirements.

The district will excuse absences related to a student visiting a parent, including a stepparent or legal guardian, who is:

- Called to active duty,
- On leave, or
- Returning from a deployment of at least four months.

Ector County Independent School District Student Handbook

The district will permit **no more than five** excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at [Military Family Resources at the Texas Education Agency](#).

Parental Role in Certain Classroom and School Assignments

Multiple-Birth Siblings

State law permits a parent of multiple-birth siblings (e.g., twins, triplets) assigned to the same grade and campus to request in writing that the children be placed in either the same classroom or separate classrooms.

Written requests must be submitted by the 14th day after the students' enrollment. [See policy FDB(LEGAL) for more information.]

Safety Transfers/Assignments

The board or its designee will honor a parent's request to transfer his or her child to another classroom or campus if the district has determined that the child has been a victim of bullying, including cyberbullying, as defined by Education Code 37.0832.

The board may transfer a student who has engaged in bullying to another classroom. The board will consult with the parent of a child who has engaged in bullying before deciding to transfer the child to another campus.

Transportation is not provided for a transfer to another campus. See the principal for more information.

[See **Bullying** on page 34, and policies FDB and FFI for more information.]

The district will honor a parent's request for the transfer of his or her child to a safe public school in the district if the child attends a school identified by the Texas Education Agency as persistently dangerous or if the child has been a victim of a violent criminal offense while at school or on school grounds.

[See policy FDE for more information.]

The board will honor a parent's request for the transfer of his or her child to another district campus if the child has been the victim of sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for the assault. In accordance with policy FDE, if the victim does not wish to transfer, the board will transfer the assailant.

Student Use of a Service/Assistance Animal

A parent of a student who uses a service/assistance animal because of the student's disability must submit a written request to the principal before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

A Student in the Conservatorship of the State (Foster Care)

A student in the conservatorship (custody) of the state who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the year.

Ector County Independent School District Student Handbook

The district will grant partial course credit by semester when the student only passes one semester of a two-semester course

A student in the conservatorship of the state who is moved outside the district's or school's attendance boundaries—or who is initially placed in the conservatorship of the state and moved outside the district's or school's boundaries—is entitled to remain at the school the student was attending prior to the placement or move until the student reaches the highest grade level at that particular school.

If a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request a diploma from the previous district if the student meets its graduation criteria.

For a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of applications for admission or financial aid;
- Arrange and accompany the student on campus visits;
- Assist in researching and applying for private or institution-sponsored scholarships;
- Identify whether the student is a candidate for appointment to a military academy;
- Assist the student in registering and preparing for college entrance examinations, including (subject to the availability of funds) arranging for the payment of examination fees by the Texas Department of Family and Protective Services (DFPS); and
- Coordinate contact between the student and a liaison officer for students formerly in the conservatorship of the state.

[See **Credit by Examination for Advancement/Acceleration** on page 46, **Course Credit** on page 45, and **A Student in Foster Care** on page 88.]

A Student Who Is Homeless

Children who are homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements;
- Immunization requirements;
- Educational program placement (if the student is unable to provide previous academic records or misses an application deadline during a period of homelessness);
- Credit-by-examination opportunities at any point during the year (if the student enrolled in the district after the beginning of the school year), per State Board of Education (SBOE) rules;
- Awarding partial credit when a student passes only one semester of a two-semester course;
- Eligibility requirements for participation in extracurricular activities; and
- Graduation requirements.

Ector County Independent School District Student Handbook

Federal law allows a student who is homeless to remain enrolled in the “school of origin” or to enroll in a new school in the attendance area where the student is currently residing.

If a student who is homeless in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, state law allows the student to request a diploma from the previous district if the student meets the criteria to graduate from the previous district.

A student or parent who is dissatisfied by the district’s eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

[See **Credit by Examination for Advancement/Acceleration** on page 46, **Course Credit** on page 45, and **Students who are Homeless** on page 88.]

A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school’s overall general education referral or screening system for support services.

This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a **written request** for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than **15 school days** after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the *Notice of Procedural Safeguards*. If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student’s initial evaluation and evaluation report no later than 45 school days from the day it receives a parent’s written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

Ector County Independent School District Student Handbook

There is an **exception** to the 45-school-day timeline. If the district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled *Parent's Guide to the Admission, Review, and Dismissal Process*.

Contact Person for Special Education Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is the appropriate counselor at your child's campus. Please check the ECISD website under the "Our Schools" section for the phone number.

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes:

- Notice,
- An opportunity for a parent or guardian to examine relevant records,
- An impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and
- A review procedure.

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is Heidi Helferich at 432-456-8713.

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 29.]

Visit these websites for information regarding students with disabilities and the family:

- [Legal Framework for the Child-Centered Special Education Process](#)
- [Partners Resource Network](#)
- [Special Education Information Center](#)
- [Texas Project First](#)

Ector County Independent School District Student Handbook

Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

A Student Who Receives Special Education Services with Other School-Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, state law permits the parent or guardian to request that other students residing in the household be transferred to the same campus—if the grade level for the transferring student is offered on that campus.

The student receiving special education services would be entitled to transportation; however, the district is not required to provide transportation to other children in the household.

The parent or guardian should contact the school principal regarding transportation needs prior to requesting a transfer for other children in the home. [See policy FDB(LOCAL) for more information.]

A Student Who Speaks a Primary Language Other than English

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English.

If the student qualifies for these services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state-mandated assessments.

[See **English Learners** on page 54 and **Special Programs** on page 86.]

A Student with Physical or Mental Impairments Protected under Section 504

A student with a physical or mental impairment that substantially limits a major life activity, as defined by law—and who does not otherwise qualify for special education services—may qualify for protections under Section 504 of the Rehabilitation Act.

Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities.

When an evaluation is requested, a committee will be formed to determine whether the student needs services and supports under Section 504 in order to receive a free appropriate public education (FAPE), as defined in federal law.

[See **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 27 and policy FB for more information.]

Section Two: Other Important Information for Parents and Students

This section contains important information on academics, school activities, and school operations and requirements.

It is organized alphabetically to serve as a quick-reference guide. Where applicable, the topics are further organized by grade level.

Parents and children should take a moment together to become familiar with the issues addressed in this section. For guidance on a particular topic, please contact the campus principal at your child's campus. Phone numbers can be found on the ECISD website at www.ectorcountynisd.org under the "Our Schools" section.

Absences/Attendance

Regular school attendance is essential. Absences from class may result in serious disruption of a student's education. The student and parent should avoid unnecessary absences.

Two important state laws—one dealing with compulsory attendance and the other with how attendance affects the award of a student's final grade or course credit—are discussed below.

Compulsory Attendance

Prekindergarten and Kindergarten

Students enrolled in prekindergarten or kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

Ages 6–18

State law requires that a student who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached their 19th birthday, shall attend school, as well as any applicable accelerated instruction program, extended-year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

State law requires a student in kindergarten–grade 2 to attend any assigned accelerated reading instruction program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program based on a diagnostic reading instrument.

A student will be required to attend any assigned accelerated instruction program before or after school or during the summer if the student does not meet the passing standards on the state assessment for his or her grade level and/or applicable subject area.

Age 19 and Older

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If the student incurs more than five unexcused absences in a semester, the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA for more information.]

Exemptions to Compulsory Attendance

All Grade Levels

State law allows exemptions to the compulsory attendance requirements for the following activities and events, as long as the student makes up all work:

Ector County Independent School District Student Handbook

- Religious holy days;
- Required court appearances;
- Activities related to obtaining U.S. citizenship;
- Documented health-care appointments for the student or a child of the student, including absences related to autism services, if the student returns to school on the same day of the appointment and brings a note from the health-care provider;
- For students in the conservatorship of the state,
 - An activity required under a court-ordered service plan; or
 - Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

For children of military families, absences of up to five days will be excused for a student to visit a parent, stepparent, or legal guardian going to, on leave from, or returning from certain deployments.

Secondary Grade Levels

The district will allow junior and senior students to be absent for up to two days per year to visit a college or university, provided this has been;

- Authorized by the board under policy FEA(LOCAL) and the student receives approval from the campus principal,
- Follows campus procedures to verify the visit, and
- Makes up any work missed.

The district will allow a student 17 years old or older to be absent for up to four days during the period the student is enrolled in high school to pursue enlistment in the U.S. armed services or Texas National Guard, provided the student verifies these activities to the district.

The district will allow a student to be absent for up to two days per school year to serve as:

- An early voting clerk, provided the district's board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; or
- An election clerk, if the student makes up any work missed.

The district will allow a student in grades 6–12 to be absent for the purpose of sounding "Taps" at a military honors funeral for a deceased veteran.

Failure to Comply with Compulsory Attendance

All Grade Levels

School employees must investigate and report violations of the compulsory attendance law.

A student absent without permission from school, any class, any required special program, or any required tutorial will be considered in violation of the compulsory attendance law and subject to disciplinary action.

Ector County Independent School District Student Handbook

Students with Disabilities

If a student with a disability is experiencing attendance issues, the student's ARD or Section 504 committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student's individualized education program or Section 504 plan, as appropriate.

Ages 6–18

When a student ages 6–18 incurs three or more unexcused absences within a four-week period, the law requires the school to send notice to the parent.

The notice will:

- Remind the parent of his or her duty to monitor the student's attendance and require the student to attend school;
- Request a conference between school administrators and the parent; and
- Inform the parent that the district will initiate truancy prevention measures, including a behavior improvement plan, school-based community service, referrals to counseling or other social services, or other appropriate measures.

The truancy prevention facilitator for the district can be contacted at the Community Outreach Center at 432-456-8569. For any questions about student absences, parents should contact the facilitator or any other campus administrator.

A court of law may impose penalties against the parent if a school-aged student is deliberately not attending school. The district may file a complaint against the parent if the student incurs ten or more unexcused absences within a six-month period in the same school year.

If a student age 12–18 incurs ten or more unexcused absences within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policies FEA(LEGAL) and FED(LEGAL) for more information.]

Age 19 and Older

After a student age 19 or older incurs a third unexcused absence, the district is required by law to send the student a letter explaining that the district may revoke the student's enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student's enrollment, the district may implement a behavior improvement plan.

Attendance for Credit or Final Grade (All Grade Levels)

To receive credit or a final grade in a class, a student must attend the class at least 90 percent of the days it is offered. A student who attends fewer than 90 percent of the days the class is offered will be referred to the attendance review committee. The committee will determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade. [See policy FEC for more information.]

All absences, excused or unexcused, may be held against a student's attendance requirement. To determine whether there were extenuating circumstances for any absences, the attendance committee will use the following guidelines:

Ector County Independent School District Student Handbook

- If makeup work is completed, absences listed under **Exemptions to Compulsory Attendance** on page 30 will be considered extenuating circumstances.
- A transfer or migrant student incurs absences only after he or she has enrolled in the district.
- The committee will consider the acceptability and authenticity of documented reasons for the student's absences
- The committee will consider whether the student or student's parent had any control over the absences.
- The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
- The student or parent will be given an opportunity to present any information to the committee about the absences and discuss ways to earn or regain credit or a final grade.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

Official Attendance-Taking Time (All Grade Levels)

The district will take official attendance every day at 9:30 *a.m.*

A student absent for any portion of the day, should follow the procedures below to provide documentation of the absence.

Documentation after an Absence (All Grade Levels)

A parent must provide an explanation for any absence upon the student's arrival or return to school. The student must submit a note signed by the parent. The campus may accept a phone call from the parent but reserves the right to require a written note.

A note signed by the student will not be accepted unless the student is age 18 or older or is an emancipated minor under state law.

The campus will document in its attendance records whether the absence is excused or unexcused.

Note: The district is not required to excuse any absence, even if the parent provides a note explaining the absence, unless the absence is an exemption under compulsory attendance laws.

Doctor's Note after an Absence for Illness (All Grade Levels)

Within five (5) days of returning to school, a student absent for more than four (4) consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the absence. Otherwise, the absence may be considered unexcused and in violation of compulsory attendance laws.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the absence to determine whether an absence will be excused or unexcused.

[See policy FEC(LOCAL) for more information.]

Ector County Independent School District Student Handbook

Driver License Attendance Verification (Secondary Grade Levels Only)

A currently enrolled student seeking a driver's license shall submit the Texas Department of Public Safety Verification of Enrollment and Attendance Form (VOE), signed by the parent, to the campus central office at least 10 days before it is needed. The district will issue a VOE only if the student meets class credit or attendance requirements. The VOE form is available at: <https://www.tdlr.texas.gov/driver/forms/VOE.pdf>.

Further information may be found on the Texas Department of Public Safety website: <https://www.dps.texas.gov/driverlicense/teedriver.htm>.

Accountability under State and Federal Law (All Grade Levels)

Ector County ISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of accountability is the dissemination and publication of certain reports and information, including:

- The Texas Academic Performance Report (TAPR) for the district, compiled by the Texas Education Agency (TEA), based on academic factors and ratings;
- A School Report Card (SRC) for each campus in the district, compiled by TEA;
- The district's financial management report, which includes the financial accountability rating assigned to the district by TEA; and
- Information compiled by TEA for the submission of a federal report card that is required by federal law.

Accountability information can be found on the district's website at www.ectorcountyisd.org. Hard copies of any reports are available upon request to the district's administration office.

TEA maintains additional accountability and accreditation information at [TEA Performance Reporting Division](#) and the [TEA homepage](#).

Armed Services Vocational Aptitude Battery Test (Grades 10–12)

A student in grades 10–12 will be offered an opportunity to take the Armed Services Vocational Aptitude Battery test and consult with a military recruiter.

The test shall be offered during the fall semester.

Contact the principal for information about this opportunity.

Awards and Honors (Grades 9-12)

In order for a student in grades 9-12 to receive an academic award, he or she must achieve an overall grade point average of a 90 during the first semester, as well as during the 4th and 5th six-weeks grading cycles.

Bullying (All Grade Levels)

Bullying is defined in state law as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;

Ector County Independent School District Student Handbook

- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. Cyberbullying is defined in state law as bullying that is done through the use of any electronic communication device, including through the use of:

- A cellular or other type of telephone
- A computer
- A camera
- Electronic mail
- Instant messaging
- Text messaging
- A social media application
- An internet website
- Any other internet-based communication tool.

Bullying is prohibited by the district and could include:

- Hazing
- Threats
- Taunting
- Teasing
- Confinement
- Assault
- Demands for money
- Destruction of property
- Theft of valued possessions
- Name-calling
- Rumor-spreading
- Ostracism.

If a student believes that he or she has experienced bullying or witnesses the bullying of another student, the student or parent should notify a teacher, school counselor, principal, or another district employee as soon as possible. Procedures for reporting allegations of bullying may be found on the district's website.

Ector County Independent School District Student Handbook

The administration will investigate any allegations of bullying and related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying.

If an investigation determines that bullying occurred, the administration will take appropriate disciplinary action and may, in certain circumstances, notify law enforcement. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying.

Available counseling options will be provided to the affected individuals, including any student who witnessed the bullying.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon recommendation of the administration, the board may transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the student may also be transferred to another campus in the district.

The parent of a student who has been determined to be a victim of bullying may request that the student be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 25.]

A copy of the district's bullying policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook as an appendix.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments** on page 25, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46, **Hazing** on page 65, policy FFI, the district's Student Code of Conduct, and the district improvement plan, a copy of which can be viewed in the campus office.

Career and Technical Education (CTE) Programs (Secondary Grade Levels Only)

The district offers career and technical education programs in the following areas:

- Agriculture,
- Construction,
- Art,
- A/V Technology,
- Communications,
- Business,
- Education,
- Health Sciences,
- Hospitality and Tourism,
- Information Technology,
- Law and Public Safety,

Ector County Independent School District Student Handbook

- Manufacturing,
- STEM,
- Human Services, and
- Transportation and Logistics.

Admission to these programs is open to all eligible students, except for some dual credit programs implemented in partnership with local colleges. In those cases, there are certain criteria which must be met per the college (SACS, Southern Association of Colleges & Schools). For further information on dual credit requirements, please contact your high school CTE counselor.

District policy prohibits discrimination on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, and activities, as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973 as amended.

District policy also prohibits discrimination on the basis of race, color, national origin, sex, or handicap in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

The district will take steps to ensure that lack of English language skills will not be a barrier to admission or participation in all educational and vocational programs.

[See **Nondiscrimination Statement** on page 76 for the name and contact information for the Title IX coordinator and ADA/Section 504 coordinator, who will address certain allegations of discrimination.]

Celebrations (All Grade Levels)

Although a parent or grandparent may provide food to share for a school-designated function or for a student's birthday, please be aware that children in the school may have severe allergies to certain food products. Therefore, it is imperative to discuss any classroom allergies with the teacher before bringing food to share.

Occasionally, the school or a class may host functions or celebrations tied to the curriculum that involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers to provide food.

[See **Food Allergies** on page 71.]

Child Sexual Abuse, Trafficking, and Other Maltreatment of Children (All Grade Levels)

The district has established a plan for addressing child sexual abuse, trafficking, and other maltreatment of children, which may be accessed at www.ectorcountyisd.org. Trafficking includes both sex and labor trafficking.

Warning Signs of Sexual Abuse

Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual

Ector County Independent School District Student Handbook

conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child.

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has been or is being sexually abused may exhibit physical, behavioral, or emotional warning signs, including:

- Difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches;
- Verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior; or
- Withdrawal, depression, sleeping and eating disorders, and problems in school.

Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46.]

Warning Signs of Trafficking

Child trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Labor trafficking involves forcing a person, including a child, to engage in forced labor or services.

Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches, although traffickers frequently make contact with victims online.

Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude;
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology);
- Tattoos or branding;
- Refillable gift cards;
- Frequent runaway episodes;
- Multiple phones or social media accounts;
- Provocative pictures posted online or stored on the phone;
- Unexplained injuries;
- Isolation from family, friends, and community; and
- Older boyfriends or girlfriends.

Additional warning signs of labor trafficking in children include:

Ector County Independent School District Student Handbook

- Being unpaid, paid very little, or paid only through tips;
- Being employed but not having a school-authorized work permit;
- Being employed and having a work permit but clearly working outside the permitted hours for students;
- Owing a large debt and being unable to pay it off;
- Not being allowed breaks at work or being subjected to excessively long work hours;
- Being overly concerned with pleasing an employer and/or deferring personal or educational decisions to a boss;
- Not being in control of his or her own money;
- Living with an employer or having an employer listed as a student's caregiver; and
- A desire to quit a job but not being allowed to do so.

Reporting and Responding to Sexual Abuse, Trafficking, and Other Maltreatment of Children

Anyone who suspects that a child has been or may be abused, trafficked, or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has experienced sexual abuse or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Children may be more reluctant to disclose sexual abuse than physical abuse and neglect and may only disclose sexual abuse indirectly. As a parent or trusted adult, it is important to be calm and comforting if your child or another child confides in you. Reassure the child that he or she did the right thing by telling you.

If your child is a victim of sexual abuse, trafficking, or other maltreatment, the school counselor or principal will provide information on counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs.

To find out what services may be available in your county, see [Texas Department of Family and Protective Services, Programs Available in Your County](#).

Reports of abuse, trafficking, or neglect may be made to the CPS division of the DFPS at 1-800-252-5400 or on the web at [Texas Abuse Hotline Website](#).

Further Resources on Sexual Abuse, Trafficking, and Other Maltreatment of Children

The following websites might help you become more aware of child abuse and neglect, sexual abuse, trafficking, and other maltreatment of children:

- [Child Welfare Information Gateway Factsheet](#)
- [KidsHealth, For Parents, Child Abuse](#)
- [Office of the Texas Governor's Child Sex Trafficking Team](#)
- [Human Trafficking of School-aged Children](#)
- [Child Sexual Abuse: A Parental Guide from the Texas Association Against Sexual Assault](#)

Ector County Independent School District Student Handbook

- [National Center of Safe Supportive Learning Environments: Child Labor Trafficking](#)

Class Rank/Highest-Ranking Student (Secondary Grade Levels Only)

The weighted grade system is used in the district to calculate class rank [i.e., weighted numerical average or weighted grade point average (GPA)]. See Course Description Guide for details.

When a student transfers semester grades for courses that would be eligible under the Tier One category and the district has accepted the credit, the district shall include the grades in the calculation of class rank. When a student transfers semester grades for courses that would be eligible to receive additional weight under the district's weighted grade system, the district shall assign additional weight to the grades based on the categories and grade weight system used by the district.

For the purpose of determining honors to be conferred during graduation activities, the district shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fall semester of the senior year. For the purpose of applications to institutions of higher education, the district shall also calculate class rank as required by state law. The district's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See policy EIC for more information.]

Class Schedules (Secondary Grade Levels Only)

All students are expected to attend school for the entire school day and maintain a full class schedule. Exceptions may be made occasionally by the campus principal for students in grades 9–12 who meet specific criteria and receive parental consent to enroll in less than a full-day schedule.

[See **Schedule Changes** on page 82 for information related to student requests to revise their course schedule.]

College and University Admissions and Financial Aid (All Grade Levels)

For two school years following graduation, a district student who graduates as valedictorian or in the top ten percent of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program (a student must graduate with at least one endorsement and must have taken Algebra II as one of the four required math courses); or
- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

The student is ultimately responsible for meeting the admission requirements of the university or college, including timely submission of a completed application.

Should a college or university adopt an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

The University of Texas at Austin may limit the number of automatically admitted students to 75 percent of the University's enrollment capacity for incoming resident freshmen. During the summer and fall 2020 terms and spring 2021 term, the University will admit the top six percent

Ector County Independent School District Student Handbook

of a high school's graduating class who meet the above requirements. Additional applicants will be considered by the University of through a holistic review process.

As required by law, the district will provide written notice concerning automatic college admission, the curriculum requirements for financial aid, and the benefits of completing the requirements for automatic admission and financial aid. Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-Ranking Student** on page 40 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 60 for information associated with the foundation graduation program.]

[See **Students in the Conservatorship of the State (Foster Care)** on page 25 for information on assistance in transitioning to higher education for students in foster care.]

College Credit Courses (Secondary Grade Levels Only)

Students in grades 9–12 may earn college credit through the following opportunities:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), International Baccalaureate (IB), or college preparatory;
- Enrollment in AP or dual credit courses through the Texas Virtual School Network (TXVSN);
- Enrollment in courses taught in conjunction and in partnership with Odessa College and the University of Texas – Permian Basin, which may be offered on or off campus;
- Enrollment in courses taught at other colleges or universities; and
- Certain Career and Technical Education (CTE) courses.

All these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school counselor for more information. Depending on the student's grade level and the course, a state-mandated end-of-course assessment may be required for graduation.

Not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

Communications—Automated (All Grade Levels)

Emergency

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. An emergency situation may include early dismissal, delayed opening, or restricted access to the campus due to severe weather, another emergency, or a security threat. It is crucial to notify your child's school when a phone number changes.

[See **Safety** on page 81 for information regarding contact with parents during an emergency situation.]

Ector County Independent School District Student Handbook

Nonemergency

Your child's school will request that you provide contact information for the school to send information specific to your child, your child's school, or the district. If you provide a phone number for this purpose, please notify the school's administration office immediately if your number changes.

The district or school may generate automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related to the school's mission, so prompt notification of any change in contact information will be crucial.

Standard messaging rates of your wireless phone carrier may apply.

If you have specific requests or needs related to how the district contacts you, please contact your child's principal. [See **Safety** on page 81 for information regarding contact with parents during an emergency.]

Complaints and Concerns (All Grade Levels)

Usually student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal.

For those complaints and concerns that cannot be resolved informally, the board has adopted a Student and Parent Complaints/Grievances policy FNG(LOCAL). This policy can be viewed in the district's policy manual, available online at www.ectorcountysd.org. The complaint forms can be accessed *online* at www.ectorcountysd.org or at the principal's or superintendent's office.

- To file a formal complaint a parent or student should complete and submit the complaint form.
- In general, the written complaint form should be completed and submitted to the campus principal in a timely manner.
- If the concern is not resolved, a parent or student may request a conference with the superintendent.
- If the concern is still unresolved, the district provides a process for parents and students to appeal to the board of trustees.

Conduct (All Grade Levels)

Applicability of School Rules

The board has adopted a Student Code of Conduct that defines standards of acceptable behavior—both on and off campus, as well as on district vehicles—and outlines consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules.

During summer instruction, the Student Handbook and Student Code of Conduct in place for the school year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

Ector County Independent School District Student Handbook

Campus Behavior Coordinator

Each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator can be obtained by contacting the appropriate campus principal.

Deliveries

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch, for the student to pick up from the front office during a passing period or lunch.

Disruption of School Operations

Disruption of school operations is not tolerated and may constitute a misdemeanor offense. As identified by state law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.

Disruption of classes or other school activities while on or within 500 feet of district property includes:

- Making loud noises;
- Trying to entice a student away from, or to prevent a student from attending, a required class or activity; and
- Entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct.

Interference with the transportation of students in vehicles owned or operated by the district is also considered a disruption.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event and will not be readmitted.

A parent interested in serving as a chaperone for any school social events should contact the campus principal.

Ector County Independent School District Student Handbook

Counseling

The district has a comprehensive school counseling program that includes:

- A guidance curriculum to help students develop their full educational potential, including the student's interests and career objectives;
- A responsive services component to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk;
- An individual planning system to guide a student as the student plans, monitors, and manages the student's own educational, career, personal, and social development; and
- Systems to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students.

The district will make a preview of the program, including all materials and curriculum, available to parents to review during school hours.

Academic Counseling

Elementary and Middle/Junior High School Grade Levels

The school counselor will provide information to students and parents about college and university admissions and the importance of planning for postsecondary education, including appropriate coursework and financial aid availability and requirements.

In either grade 7 or 8, each student will receive instruction on how best to prepare for high school, college, and a career.

High School Grade Levels

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures.

Each year, high school students will be provided information on anticipated course offerings for the next school year, how to make the most of academic and career and technical education (CTE) opportunities, and the importance of postsecondary education.

The school counselor will also provide information each year a student is enrolled in high school regarding:

- The importance of postsecondary education;
- The advantages of earning an endorsement and completing the foundation program with the distinguished level of achievement;
- The disadvantages of pursuing a high school equivalency exam (GED) as opposed to earning a high school diploma;
- Financial aid eligibility and how to apply for financial aid;
- Automatic admission to state-funded Texas colleges and universities;
- Eligibility requirements for the TEXAS Grant;

Ector County Independent School District Student Handbook

- Availability of district programs that allow students to earn college credit;
- Availability of tuition and fee assistance for postsecondary education for students in foster care; and
- Availability of college credit awarded by institutions of higher education to veterans and military service members for military experience, education, and training.

Additionally, the school counselor can provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry-recognized certificates and licenses.

Personal Counseling (All Grade Levels)

The school counselor is available to assist students with a wide range of personal, social, and family concerns, including emotional or mental health issues and substance abuse. A student who wishes to meet with the school counselor should visit the campus counseling center. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

If your child has experienced trauma, contact the school counselor for more information.

[See **Mental Health Support** on page 69, and **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children and Dating Violence** on page 37.]

Course Credit (Secondary Grade Levels Only)

A student at any grade level enrolled in a high school course will earn credit for the course only if the final grade is 70 or above. For a two-part (two-semester, 1-credit course), the student's grades from both halves (semesters) will be averaged and credit will be awarded if the combined average is 70 or above. If the student's combined average is less than 70, the student will be awarded credit only for the half (semester) with the passing grade.

Credit by Examination—If a Student Has Taken the Course/Subject (Grades 6–12)

A student who has previously taken a course or subject but did not receive credit or a final grade for it may, in circumstances determined by the principal or attendance committee, be permitted to earn credit or a final grade by passing an examination approved by the district's board of trustees on the essential knowledge and skills defined for that course or subject.

Examples of prior instruction include incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a nonaccredited school. The opportunity to earn credit by examination after the student has had prior instruction is sometimes referred to as "credit recovery."

If the student is granted approval to take an examination for this purpose, the student must score at least 70 on the examination to receive credit for the course or subject.

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an examination.

[See the school counselor and policy EHDB(LOCAL) for more information.]

Credit by Examination for Advancement/Acceleration—If a Student Has Not Taken the Course/Subject

A student will be permitted to earn credit by examination for an academic course or subject area for which the student had no prior instruction for advancement or to accelerate to the next grade level.

The examinations offered by the district are approved by the district's board of trustees. Testing windows for these examinations will be published in district publications and on the district's website. A student may take a specific examination only once per testing window.

The only exceptions to the published testing windows will be for examinations administered by another entity or to accommodate a student experiencing homelessness or a student involved in the foster care system.

When another entity administers an examination, the student and the district must comply with the testing schedule of the other entity.

If a student plans to take an examination, the student or parent must register with the school counselor no later than 30 days prior to the scheduled testing date. [See policy EHDC for more information.]

Kindergarten Acceleration

Students in Grades 1–5

A student in elementary school is eligible to accelerate to the next grade level if:

- The student scores at least an 80 on each examination in the subject areas of language arts, mathematics, science, and social studies;
- A district administrator recommends that the student be accelerated; and
- The student's parent gives written approval of the grade advancement.

Students in Grades 6–12

A student in grade 6 or above is eligible to earn course credit with;

- A passing score of at least 80 on an examination approved by the board; or
- A scaled score of 50 or higher on an examination administered through the College Level Examination Program (CLEP), or
- A score of 3 or higher on an AP examination, as applicable.

A student may take an examination to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)

Students learn best, and their welfare is best served, in a school environment that is free from dating violence, discrimination, harassment, and retaliation.

Ector County Independent School District Student Handbook

Students are expected to treat peers and district employees with courtesy and respect, avoid offensive behaviors, and stop those behaviors as directed. District employees are likewise expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly address inappropriate and offensive behaviors that are based on a person's race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office and in the superintendent's office, or on the district's website at www.ectorcountysd.org. [See policy FFH for more information.]

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship or any of the person's past or subsequent partners. This type of conduct is considered harassment if it is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to:

- Physical or sexual assaults;
- Name-calling;
- Put-downs;
- Threats to hurt the student, the student's family members, or members of the student's household;
- Destroying property belonging to the student;
- Threats to commit suicide or homicide if the student ends the relationship;
- Threats to harm a student's past or current dating partner;
- Attempts to isolate the student from friends and family;
- Stalking; or
- Encouraging others to engage in these behaviors.

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to:

Ector County Independent School District Student Handbook

- Offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation;
- Threatening, intimidating, or humiliating conduct;
- Offensive jokes, name-calling, slurs, or rumors;
- Physical aggression or assault;
- Graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or
- Other kinds of aggressive conduct such as theft or damage to property.

Sexual Harassment and Gender-Based Harassment

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but are not limited to:

- Touching private body parts or coercing physical contact that is sexual in nature;
- Sexual advances;
- Jokes or conversations of a sexual nature; and
- Other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact that a reasonable person would not construe as sexual in nature, such as comforting a child with a hug or taking the child's hand. However, romantic, sexual, and other inappropriate social relationships between students and district employees are prohibited, even if consensual.

Gender-based harassment includes physical, verbal, or nonverbal conduct based on a student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity.

Gender-based harassment can occur regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity. Examples of gender-based harassment directed against a student may include, but are not limited to:

- Offensive jokes, name-calling, slurs, or rumors;
- Physical aggression or assault;
- Threatening or intimidating conduct; or
- Other kinds of aggressive conduct such as theft or damage to property.

Retaliation

Retaliation against a person who makes a good-faith report or participates in an investigation of discrimination, harassment, or dating violence is prohibited. A person who makes a false claim, offers false statements, or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Ector County Independent School District Student Handbook

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See policy FFH(LOCAL) and (EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report, the district will determine whether the allegations, if proven, constitute prohibited conduct as defined by policy FFH. If not, the district will refer to policy FFI to determine whether the allegations, if proven, constitute bullying, as defined by law and policy FFI. If the alleged prohibited conduct also meets the statutory and policy definitions for bullying, an investigation of bullying will also be conducted. [See **Bullying** on page 34]

The district will promptly notify the parent of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parent of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

Investigation of Report

Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

To the extent possible, the district will respect the privacy of the student. However, limited disclosures may be necessary to conduct a thorough investigation and comply with law.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume its investigation at the conclusion of the agency's investigation.

During the course of an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action and, in some cases, corrective action will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

Discrimination

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46.]

Distance Learning (All Grade Levels)

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and

Ector County Independent School District Student Handbook

alternative methodologies such as mail, satellite, internet, video-conferencing, and instructional television.

The distance learning opportunities available to district students can be found by contacting the appropriate school counselor.

If a student wishes to enroll in a correspondence course or a distance learning course that is not provided through the Texas Virtual School Network (TXVSN), as described below, to earn credit in a course or subject, the student must receive permission from the principal prior to enrolling in the course or subject. If the student does not receive prior approval, the district may not recognize and apply the course or subject toward graduation requirements or subject mastery.

Texas Virtual School Network (TXVSN) (Secondary Grade Levels)

The Texas Virtual School Network (TXVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in a course offered through the TXVSN to earn course credit for graduation.

Depending on the TXVSN course in which a student enrolls, the course may be subject to the “no pass, no play” rules. [See **Extracurricular Activities, Clubs, and Organizations** on page 55.] In addition, a student who enrolls in a TXVSN course for which an end-of-course (EOC) assessment is required must still take the corresponding EOC assessment.

A parent may ask questions or request that their child be enrolled in a TXVSN course by contacting the school counselor. Unless an exception is made by the campus principal, a student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.

A copy of policy EHDE addressing distance learning will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact the appropriate campus principal.

Distribution of Literature, Published Materials, or Other Documents (All Grade Levels)

School Materials

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, newspapers, yearbooks, brochures, flyers, etc.

All school publications are under the supervision of a teacher, sponsor, and the principal.

Nonschool Materials

From Students

Students must obtain prior approval from the campus principal before selling, posting, circulating, or distributing more than ten (10) copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any nonschool material must include the name of the sponsoring person or organization. Approval will be granted or denied within two school days.

The campus principal has designated specific campus areas as the location for approved nonschool materials to be placed for voluntary viewing or collection by students. [See policy FNAA for more information.]

Ector County Independent School District Student Handbook

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes nonschool material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

[See policy FNG(LOCAL) for student complaint procedures.]

From Others

No person or group will sell, circulate, distribute, or post on any district premises written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that is not sponsored by the district or by a district-affiliated school-support organization, except as permitted by policy GKDA.

To be considered for distribution, any nonschool material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the District Communications Officer for prior review. The District Communications Office will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies DGBA or GF for more information.]

The campus principal has designated specific campus areas as the location for approved nonschool materials to be placed for voluntary viewing or collection.

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with policy FNAB(LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All nonschool materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Dress and Grooming (All Grade Levels)

The district's dress code teaches grooming and hygiene, prevents disruption, and minimizes safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

- The district prohibits pictures, symbols, emblems, or writing on clothing, accessories (i.e. jewelry, rings or belt buckles) and in hair design, including, but not limited to, shaved or cut eyebrows and shaved images in hair that:
 - Are lewd, offensive, vulgar, or obscene;
 - Advertise or depict tobacco products, alcoholic beverages, drugs, or any other illegal substance;
 - Refer to satanic, cult, or gang activities; and/or
 - Represent death and dismemberment and/or violence.

Ector County Independent School District Student Handbook

- Clothing (dresses, skirts, shorts, skorts) must be no shorter than five inches from the top of the kneecap.
- Form fitting, too tight clothing will not be allowed.
- Students will not be permitted to wear see-through clothing or have bare midriffs, bare shoulders, or backless fashions.
- Tank tops, muscle shirts, or clothing with spaghetti straps or strapless garments may be worn only with a full t-shirt (with sleeves) underneath.
- Undergarments may not be worn as outerwear.
- Pants, shorts, and slacks must be worn at the natural waist (no more than one size larger than natural waist size).
- Student must wear shoes at all times. Taps, metal plates, or cleats on shoes will not be permitted. Specifically prohibited footwear are bathroom slippers, footwear not intended for outdoor wear, and shoes equipped with roller blades/wheels. Flip flops are acceptable.
- Extremely torn clothing will not be permitted. All clothing must be hemmed.
- Students will be required to wear their hair well-groomed and clean at all times. Extreme modes of hair design and color will not be permitted; mohawks are permitted as long as they are under 2 inches in height.
- Sponsors of extracurricular activities may set individual dress and appearance standards with the approval of the principal.
- The wearing of cheerleading uniforms during the school day is at the principal's discretion.
- Students may not wear hats, caps, sweat bands, visors, head coverings or bandanas in the building (neither males nor females). Bandanas are not allowed on campus.
- Sunshades may not be worn in the building or classroom, unless prescribed by a physician for indoor use.
- Clothing items which present a concern for safety may not be worn (i.e. chains, dog collars).
- Any disruptive, unsafe, or distractive mode of clothing, eyewear, tattoos, or appearance that adversely impacts the education process is not acceptable.
- BELTS MUST BE WORN APPROPRIATELY IN BELT LOOPS AND AT THE NATURAL WAIST.

At Secondary Campuses (Middle and High School) ONLY:

- Beginning with the 2020-21 school year, all ECISD middle and high schools will allow only clear or mesh backpacks in the school.

At High School Campuses ONLY:

- Leggings, jeggings, and yoga pants must be opaque and accompanied by appropriate top coverings to the mid-thigh.
- Piercings are permitted (lights and chains are prohibited).

Ector County Independent School District Student Handbook

Standardized attire policy on individual campuses must be followed. Standardized attire policy takes precedence over dress code.

Students who violate the dress code will be referred to the principal's office. The final decision regarding a dress code violation is at the discretion of the campus principal.

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school. If not corrected, the student may be assigned to in-school suspension for the remainder of the day, until the problem is corrected, or until a parent or designee brings an acceptable change of clothing to the school. Repeated offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Electronic Devices and Technology Resources (All Grade Levels)

Possession and Use of Personal Telecommunications Devices, Including Cell Phones, and Other Electronic Devices

The district permits students to possess personal cell phones for safety purposes; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for approved instructional purposes. [For graphing calculator applications on computing devices, see **Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials** on page 88.]

A student must have approval to possess other personal telecommunications devices such as laptops, tablets, or other portable computers.

Students are not permitted to possess or use personal electronic devices at school unless prior permission has been obtained. Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

The use of cell phones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated. The parent may pick up the confiscated telecommunications device from the principal's office.

Confiscated telecommunications devices that are not retrieved by the student or the student's parent will be disposed of after the notice required by law. [See policy FNCE for more information.]

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 85 and policy FNF for more information.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.

Instructional Use of Personal Telecommunications and Other Electronic Devices

Students must obtain prior approval to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook).

Ector County Independent School District Student Handbook

All personal devices must be turned off during the instructional day when not in use for approved instructional purposes. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Acceptable Use of District Technology Resources

District-owned technology resources may be issued to individual students for instructional purposes. Use of the district's network systems and equipment is restricted to approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether on district-owned or personally owned equipment, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content—commonly referred to as “sexting”—will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement.

This type of behavior may constitute bullying or harassment, as well as impede future endeavors of a student. We encourage parents to review with their child the ["Before You Text" Sexting Prevention Course](#), a state-developed program that addresses the consequences of sexting.

Any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct. In some cases, the consequence may be expulsion.

End-of-Course (EOC) Assessments

[See **Graduation** on page 60 and **Standardized Testing** on page 86.]

English Learners (All Grade Levels)

A student who is an English learner is entitled to receive specialized services from the district. A Language Proficiency Assessment Committee (LPAC), consisting of both district personnel and at least one parent representative, will determine whether the student qualifies for services. The student's parent must consent to any services recommended by the LPAC. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

To determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

Ector County Independent School District Student Handbook

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing** on page 86, may be administered to an English learner up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to English learners who qualify for services.

If a student is considered an English learner and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Extracurricular Activities, Clubs, and Organizations (All Grade Levels)

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships.

Some extracurricular activities may include off-campus events. Students are required to use transportation provided by the district to and from the events. Exceptions may only be made with the approval of the activity's coach or sponsor. [See **Transportation** on page 89.]

Eligibility for many of these activities is governed by state law and the rules of the University Interscholastic League (UIL), a statewide association overseeing interdistrict competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students and parents can access the UIL Parent Information Manual at [UIL Parent Information Manual](#). A hard copy can be provided by the coach or sponsor of the activity on request.

To report alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at (512) 463-9581 or curriculum@tea.texas.gov.

[See [UIL Texas](#) for additional information on all UIL-governed activities.]

Student safety in extracurricular activities is a priority of the district. Parents are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

Generally, a student who receives a grade below 70 at the end of a grading period in any academic class may not participate in extracurricular activities for at least three school weeks.

However, if a student receives a grade below 70 at the end of a grading period in an Advanced Placement (AP) or International Baccalaureate (IB) course, or an honors or dual credit course in English language arts, mathematics, science, social studies, economics, or languages other than English, the student remains eligible for participation in all extracurricular activities.

In addition, the following applies to all extracurricular activities:

- A student who receives special education services and who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse but may not participate in any competitive activity.

Ector County Independent School District Student Handbook

- A student is allowed in a school year up to thirteen (13) absences not related to post-district competition, a maximum of five (5) absences for post-district competition prior to state, and a maximum of two (2) absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.
- An absence for participation in an activity that has not been approved will be considered an unexcused absence.

Standards of Behavior

Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by board policy will apply in addition to any consequences specified by the organization's standards of behavior.

Offices and Elections

Certain clubs, organizations, and performing groups will hold elections for student officers. These groups include: Cheerleading, Student Council, National Honor Society, Class Board, Students in Philanthropy, Fine Arts, and other groups including this requirement in their by-laws and or constitution.

Fees (All Grade Levels)

Basic educational program materials are provided at no charge to a student. However, a student is expected to provide his or her own supplies, such as pencils, paper, erasers, and notebooks. A student may also be required to pay certain other costs, fees, or deposits, including:

- Materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations.
- Admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.
- Voluntarily purchased student health and accident insurance.
- Musical instrument rental and uniform maintenance, when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books.
- Fees for driver training courses.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.

Ector County Independent School District Student Handbook

- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles** on page 89.]
- A fee not to exceed \$50 for an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program for the student to meet the 90 percent attendance requirement. The fee will be charged only if the parent or guardian signs a district-provided request form.
- In some cases, a fee for a course taken through the Texas Virtual School Network (TXVSN).

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the campus principal. [See policy FP for more information.]

Ector County ISD Fees and Student Fines					
		Grades 6 - 8		Grades 9 - 12	
Class	Description	Per Year	Per Semester	Per Year	Per Semester
Cosmetology I	Cosmetology Kit Purchase			\$800	
Cosmetology II	Cosmetology Kit Purchase			\$600	
Welding @ Frost	Safety and Equipment/Uniform			\$80	
Culinary Arts	Uniform			\$80	
LVN I Fall	Uniform/Equipment/Name Tag			\$512	
LVN I Spring	Skills Equipment/ATI Subscription			\$495	
LVN I Summer	Tuition			\$192	
LVN I Summer	Clinical Liability Insurance			\$20	
LVN II Fall	ATI Subscription x 2 Courses			\$670	
LVN II Fall	Pinning Cost			\$110	
LVN II Spring	Jurisprudence & BON Application			\$125	
LVN II Spring	Clinical Liability Insurance			\$20	
LVN II Summer	Post Graduate Summer Tuition			\$540	
LVN II Summer	Post Graduate Clinical Liability			\$20	
LVN II Summer	Post Graduate NCLEX/Pearson Fees			\$200	
Fashion Design	Sewing Kits			\$30	
Welding @ OC	Safety and Equipment/Uniform/Supplies			\$350	
Fire Academy	Partial Tuition (3 semester)				\$150
Fire Academy	Uniform			\$50	
EMT	Partial Tuition (1 semester)				\$150
EMT	Uniform			\$250	

Ector County Independent School District Student Handbook

CNA	CPR Training			\$12	
Art MS	Supplies	\$20			
Art 1	Supplies	\$25		\$25	
Art 2	Supplies			\$35	
Art 3	Supplies			\$35	
Art 4	Supplies			\$35	
AP Art 3	Supplies			\$35	
AP Studio Art	Supplies			\$35	
Summer Strength and Conditioning		\$50		\$50	
Description			Fine		
Torn Pages in Textbook or Library book			\$1 per page (>5 pages, replacement cost)		
Writing or erased Textbook or Library book pages			\$1 per page (>5 pages or text is illegible, replacement cost)		
Liquid Damage of Textbooks or Library book			Replacement Cost		
Vulgar Defacement of Textbook or Library book			Replacement Cost		
Lost Textbook or Library book			Replacement Cost		
Macbook NTO (graduate)			\$250		
Laptop purchase OCTECH and Odessa Collegiate Academy (graduate)			\$30		
Macbook Repair/Lost/Damaged/Unrepairable (NTO)			Market value of the device with depreciation \$400-\$1100		
P.E. Replacement Lock			\$6.00		
I.D. Cards/Temporary			\$2.00		
I.D. Cards/ Replacement			\$5.00		
Parking Permits			\$35.00		
AP Exam			\$40 (charge waived if on free or reduced lunch)		
SAT			\$54.50		

Final Exam Exemptions (Grades 9-12)

Exemptions are a privilege to be earned by students attending ECISD high schools. A student may earn exemption status for one or more spring final exams in accordance with this policy.

- Seniors are eligible to be exempt from all exams
- Juniors are allowed up to four exemptions
- Sophomores are allowed up to three exemptions
- Freshmen are allowed up to two exemptions.

The following guidelines apply to determine eligibility for a spring final exam exemption:

- Course average of 90 - 100 with no more than four absences (excused and unexcused)

Ector County Independent School District Student Handbook

- Course average of 85 - 89 with no more than three absences (excused and unexcused)
- Course average of 80 - 84 with no more than two absences (excused and unexcused)
- Each course is independent. Attendance and grade requirements must be met for the course or courses for which a student is requesting an exemption.
- Students must be in attendance on the day of the final exam or they forfeit their exemption.
- Students must meet the campus requirements related to submission deadlines and verification procedures for securing their exemptions.
- Students are encouraged to monitor their attendance throughout the school year. Absences will be counted from August 11, 2020 – May 27, 2021.

The following types of absences do not counting against attendance for exemption purposes:

- Religious Holy Days
- School related / extracurricular activities
- College Visits (up to two days only)

Final Exam Exemption Policy for Advanced Courses:

A student must take the AP/IB exam in order to exempt a teacher's final exam. If the student does not sit for the AP/IB exam, then he/she must take the teacher's final exam for the class. If a student does take the AP/IB exam and wishes to exempt the corresponding final exam, then he/she must still meet all the same grade, attendance, and discipline requirements that are in effect for non-AP classes.

No final exam exemptions allowed for Online / Dual Credit Courses.

Students who meet the exemption criteria still have an opportunity to take their final exam to increase their overall average.

Fundraising (All Grade Levels)

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations. [See policies FJ and GE for more information.]

Gang-Free Zones (All Grade Levels)

Certain criminal offenses, including gang-related crimes, will be enhanced to the next-highest category of offense if they are committed in a gang-free zone. Gang-free zones include a school bus and any location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

Gender-Based Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46.]

Ector County Independent School District Student Handbook

Grade-Level Classification (Grades 9–12 Only)

After the ninth grade, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
5	Grade 10 (Sophomore)
11	Grade 11 (Junior)
17	Grade 12 (Senior)

Grading Guidelines (All Grade Levels)

Approved grading guidelines for each grade level or course will be communicated to students and their parents by the classroom teacher. These guidelines establish:

- The minimum number of assignments, projects, and examinations required for each grading period;
- How the student’s mastery of concepts and achievement will be communicated (i.e., letter grades, numerical averages, checklist of required skills, etc.);
- Circumstances under which a student will be allowed to redo an assignment or retake an examination the student originally failed; and
- Procedures for a student to follow after an absence.

[See **Report Cards/Progress Reports and Conferences** on page 80 for additional information on grading guidelines.]

Graduation (Secondary Grade Levels Only)

Requirements for a Diploma

A student must meet the following requirements to receive a high school diploma from the district:

- Complete the required number of credits established by the state and any additional credits required by the district;
- Complete any locally required courses in addition to the courses mandated by the state;
- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law; and
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE).

Testing Requirements for Graduation

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on EOC assessments in:

- English I,

Ector County Independent School District Student Handbook

- English II,
- Algebra I,
- Biology, and
- U.S. History.

A student who does not achieve a sufficient score will have opportunities to retake an assessment.

State law allows a student to meet EOC requirements by substituting satisfactory performance on norm-referenced national standardized assessments or on the state-developed assessment used for entrance into Texas public universities. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation in the applicable content area. This may require the student's participation outside normal school operating times.

In limited circumstances, a student who fails to demonstrate proficiency on two or fewer of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[See **Standardized Testing** on page 86.]

Foundation Graduation Program

Every Texas public school student will graduate under the foundation graduation program. The foundation graduation program features endorsements, which are paths of interest that include:

- Science, Technology, Engineering, and Mathematics (STEM);
- Business and Industry;
- Public Service;
- Arts and Humanities; and
- Multidisciplinary Studies.

Endorsements earned by a student will be noted on the student's transcript.

A student can complete the foundation graduation program with a "distinguished level of achievement," which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits.

A **Personal Graduation Plan** will be completed for each high school student, as described on page 63.

State law prohibits a student from graduating solely under the foundation graduation program without an endorsement unless, after the student's sophomore year, the student and student's parent are advised of the specific benefits of graduating with an endorsement and submit written permission to the school counselor for the student to graduate without an endorsement. A student who wishes to attend a four-year university or college after graduation must carefully

Ector County Independent School District Student Handbook

consider whether graduation under the foundation program without an endorsement will satisfy the admission requirements of the student's desired college or university.

A student graduating under the foundation graduation program can also earn performance acknowledgments on his or her transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB examination, on certain national college preparatory and readiness or college entrance examinations, or for earning a license or certificate recognized at the state, national, or international level. The school counselor can provide more information about these acknowledgments.

A student is not required to complete an Algebra II course to graduate under the foundation graduation program, and the district will annually notify a student's parent of this fact. However, not taking Algebra II will make a student ineligible for automatic admission to four-year public universities and colleges in Texas and for certain financial aid and grants while attending those institutions.

A school district will permit a student to satisfy the curriculum requirements for graduation under the foundation program with the distinguished level of achievement, including an endorsement, by successfully completing courses in the core curriculum of a public Texas institution of higher education. Please see your counselor for more information.

Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language Arts	4	4
Mathematics	3	4
Science	3	4
Social Studies, including Economics	4	4
Physical Education	1	1
Languages other than English	2	2
Fine Arts	1	1
Professional Communications	.5	.5
Electives	3.5	5.5
Total	22 credits	26 credits

Ector County Independent School District Student Handbook

Additional considerations apply in some course areas, including:

- **Mathematics.** To obtain the distinguished level of achievement under the foundation graduation program, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits. A student's completion of the distinguished level of achievement is a requirement to be considered for automatic admission to a Texas four-year college or university and will be included on a student's transcript.
- **Physical education.** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.
- **Languages other than English.** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits.
 - A student may satisfy one of the two required credits by successfully completing in elementary school a dual language immersion program or a course in American Sign Language.
 - In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

Available Endorsements

A student must specify upon entering grade 9 which endorsement he or she wishes to pursue.

Personal Graduation Plans

A personal graduation plan will be developed for each high school student.

The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement. Attainment of the distinguished level of achievement entitles a student to be considered for automatic admission to a public four-year college or university in Texas, depending on his or her rank in class.

The school will review personal graduation plan options with each student entering grade 9 and his or her parent. Before the end of grade 9, a student and his or her parent will be required to sign off on a personal graduation plan that promotes college and workforce readiness, promotes career placement and advancement, and facilitates the transition from secondary to postsecondary education.

The student's personal graduation plan will outline an appropriate course sequence based on the student's choice of endorsement.

Please review [TEA's Graduation Toolkit](#).

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

Ector County Independent School District Student Handbook

Available Course Options for All Graduation Programs

Each spring, the district will update students on the courses required or offered in each curriculum area so students can enroll for the upcoming school year.

Note: The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for a course in the required curriculum other than fine arts or career and technical education (CTE), the district will offer the course the following year either by teleconference or at the school from which the transfers were requested.

Certificates of Coursework Completion

A certificate of coursework completion will not be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

Students with Disabilities

Upon the recommendation of the admission, review, and dismissal (ARD) committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her individualized education program (IEP) and in accordance with state rules.

A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. The student may then remain enrolled to complete the IEP and earn his or her high school diploma but will only be allowed to participate in one graduation ceremony.

[See policy FMH(LEGAL) for more information.]

ARD committees will make instructional and assessment decisions for students with disabilities who receive special education services in accordance with state law. A student who receives special education services may earn an endorsement under the foundation program. If the student's curriculum requirements for the endorsement were modified, the student's ARD committee will determine whether the modified curriculum is sufficiently rigorous to earn the endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment to earn an endorsement.

Graduation Activities

Graduation activities will include:

- Rehearsals (required),
- Commencement, and
- Project Graduation.

Students who are eligible to graduate but are assigned to a disciplinary alternative education program at the end of the school will be allowed to participate in the graduation ceremony and related graduation activities, in accordance with the guidelines of the Student Code of Conduct.

Ector County Independent School District Student Handbook

The following students and student groups shall be recognized at graduation ceremonies:

- Top 10 honor graduates

Graduation Speakers

Certain graduating students will be given an opportunity to speak at graduation ceremonies.

A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See the Student Code of Conduct and policy FNA(LOCAL) for more information.]

[For student speakers at other school events, see **Student Speakers** on page 88.]

Graduation Expenses

Because students and parents will incur expenses to participate in the traditions of graduation—such as the purchase of invitations, senior ring, cap and gown, and senior picture—both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Fees** on page 56.]

Scholarships and Grants

Students who have a financial need according to federal criteria and who complete the foundation graduation program may be eligible under the TEXAS Grant Program and the Teach for Texas Grant Program for scholarships and grants toward tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions.

Contact the school counselor for information about other scholarships and grants available to students.

Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46.]

Hazing (All Grade Levels)

Hazing is defined as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Ector County Independent School District Student Handbook

The district will not tolerate hazing. Disciplinary consequences for hazing will be in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal or superintendent.

[See **Bullying** on page 34 and policies FFI and FNCC for more information.]

Health—Physical and Mental

Illness (All Grade Levels)

When your child is ill, please contact the school to let us know he or she will not be attending that day.

State rules require schools to exclude students with certain illnesses from school for certain periods of time. For example, if a child has a fever over 100 degrees, he or she must stay out of school until fever-free for 24 hours without use of fever-reducing medications. Students with diarrheal illnesses must stay home until they are diarrhea-free without use of diarrhea-suppressing medications for 24 hours.

A full list of conditions for which the school must exclude children can be obtained from the school nurse.

If a student becomes ill during the school day, and the school nurse determines that the child should go home, the nurse will contact the parent.

The district is required to report certain contagious (communicable) diseases or illnesses to the Texas Department of State Health Services (TDSHS) or our local/regional health authority. The school nurse can provide information from TDSHS on these notifiable conditions.

The school nurse is available to answer any questions for parents who are concerned about whether or not their child should stay home.

Immunization (All Grade Levels)

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized.

For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. This form may be obtained by writing the DSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347; or online at [Affidavit Request for Exemption from Immunization](#). The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are:

- Diphtheria, tetanus, and pertussis;
- Rubeola (measles), mumps, and rubella;
- Polio;
- Hepatitis A;

Ector County Independent School District Student Handbook

- Hepatitis B;
- Varicella (chicken pox); and
- Meningococcal.

The school nurse can provide information on immunization requirements. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. registered and licensed physician stating that, in the doctor's opinion, the immunization required is medically contraindicated or poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a lifelong condition.

As noted at **Bacterial Meningitis** on page 71, entering college students must also, with limited exception, furnish evidence of having received a bacterial meningitis vaccination within the five years prior to enrolling in and attending classes at an institution of higher education. A student wanting to enroll in a dual credit course taken off campus may be subject to this requirement.

[See the DSHS website: [Texas School & Child Care Facility Immunization Requirements](#) and policy FFAB(LEGAL) for more information.]

Lice (All Grade Levels)

Head lice is very common among children. Although not an illness or a disease, it spreads easily through head-to-head contact during play, sports, nap time, and when children share things like brushes, combs, hats, and headphones.

If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to determine whether the student needs to be picked up from school and to discuss a treatment plan using an FDA-approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student undergoes one treatment, the parent should contact the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments, how best to get rid of lice, and how to prevent their return.

The district will provide notice to parents of elementary school students in the affected classroom without identifying the student with lice.

More information on head lice can be obtained from the DSHS website [Managing Head Lice in School Settings and at Home](#).

[See policy FFAA for more information.]

Medicine at School (All Grade Levels)

If a student must take medication during school hours, the student's parent must provide the medication. All medication, whether prescription or nonprescription, must be kept in the nurse's office and be administered by the nurse or another authorized district employee. A student may be authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student. District employees will not give a student prescription medication, nonprescription medication, herbal substances,

Ector County Independent School District Student Handbook

anabolic steroids, or dietary supplements, except that authorized employees, in accordance with policy FFAC, may administer:

- Prescription medication in the original, properly labeled container, provided by the parent, along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container.
- Nonprescription medication in the original, properly labeled container, provided by the parent along with a written request. **Note:** Insect repellent is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

Students whose schedules provide for regular time spent outdoors, including for recess and physical education classes, should apply sunscreen before coming to school.

At the elementary level, a student's teacher or other district personnel will apply sunscreen to the student's exposed skin if the student brings the sunscreen to school and asks for help applying it. A student at this level may apply his or her own sunscreen if the student is able to do so.

At the secondary level, a student may possess and apply sunscreen when necessary. If the student needs assistance with sunscreen application, please address the need with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through communication with the school nurse so that the district is made aware of any safety and medical issues.

Asthma and Severe Allergic Reactions

A student with asthma or severe allergic reaction (anaphylaxis) may possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed health-care provider. The student must also demonstrate to his or her health-care provider and the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

See also **Food Allergies** on page 71.

Steroids (Secondary Grade Levels Only)

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for physician-prescribed medical use only.

Body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Ector County Independent School District Student Handbook

Mental Health Support (All Grade Levels)

The district has implemented programs to address the following mental health, behavioral health, and substance abuse concerns:

- Mental health promotion and early intervention;
- Building skills to manage emotions, establish and maintain positive relationships, and engage in responsible decision-making;
- Substance abuse prevention and intervention;
- Suicide prevention, intervention, and postvention (interventions after a suicide in a community);
- Grief, trauma, and trauma-informed care;
- Positive behavior interventions and supports;
- Positive youth development; and
- Safe, supportive, and positive school climates.

If a student has been hospitalized or placed in residential treatment for a mental health condition or substance abuse, the district has procedures to support the student's return to school. Please contact the district's mental health liaison for further information.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication that is intended to alter perception, emotion, mood, or behavior.

A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [See policy FFEB for more information.]

For related information, see:

- **Consent to Conduct a Psychological Evaluation or Provide a Mental Health Care Service** on page 14 for the district's procedures for recommending a mental health intervention and the mental health liaison's contact information;
- **Counseling** on page 44 for the district's comprehensive school counseling program;
- **Physical and Mental Health Resources** on page 72 for campus and community mental and physical health resources; and
- **Policies and Procedures that Promote Student Physical and Mental Health** on page 72 for board-adopted policies and administrative procedures that promote student health.

Physical Activity Requirements

Elementary School

The district will ensure that students in full-day prekindergarten–grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

Ector County Independent School District Student Handbook

For additional information on the district's elementary school student physical activity programs and requirements, please see the principal.

Junior High/Middle School

The district will ensure that students in middle or junior high school will engage in at least 225 minutes of moderate or vigorous physical activity within each two-week period for at least four semesters, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's junior high and middle school student physical activity programs and requirements, please see the principal.

Temporary Restriction from Participation in Physical Education

Students who are temporarily restricted from participation in physical education will not actively participate in skill demonstration but will remain in class to learn the concepts of the lessons.

Physical Fitness Assessment (Grades 3–12)

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to the campus principal to obtain the results of his or her child's physical fitness assessment conducted during the school year.

Physical Health Screenings / Examinations

Athletics Participation (Secondary Grade Levels Only)

For certain extracurricular activities, a student must submit certification from an authorized health-care provider. The certification must state that the student has been examined and is physically able to participate in the relevant program, including:

- A district athletics program.
- District marching band.
- Any district extracurricular program identified by the superintendent.

This examination is required to be submitted annually to the district.

Students should be aware of the rare possibility of sudden cardiac arrest, which in athletes is usually caused by a previously unsuspected heart disease or disorder. A student may request an electrocardiogram (ECG or EKG) to screen for such disorders, in addition to his or her required physical examination.

See the UIL's explanation of [sudden cardiac arrest](#) for more information.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature at an early stage, when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities. Spinal screening is non-invasive and conducted in accordance with the most recent, nationally accepted and peer-reviewed standards.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. As appropriate, students will be referred for follow-up with their physician.

Ector County Independent School District Student Handbook

For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, contact the superintendent or see policy FFAA(LEGAL).

Other Examinations and Screenings (All Grade Levels)

Students are required to undergo a risk assessment for Type 2 diabetes at the same time the district screens students for hearing and vision issues or for abnormal spinal curvatures.

[See policy FFAA for more information.]

Special Health Concerns (All Grade Levels)

Bacterial Meningitis (All Grade Levels)

Please see the district's website at www.ectorcountysd.org for information regarding meningitis.

Note: DSHS requires at least one meningococcal vaccination on or after a student's 11th birthday, unless the student received the vaccine at age 10. Also note that entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

[See **Immunization** on page 66.]

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL) for more information.]

Food Allergies (All Grade Levels)

Parents should notify the district when a student has been diagnosed with a food allergy, especially an allergy that could result in dangerous or life-threatening reactions either by inhalation, ingestion, or skin contact with the particular food. It is important to disclose the food to which the student is allergic as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis" found on the DSHS website at [Allergies and Anaphylaxis](#).

When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, individual care plans will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed at www.ectorcountysd.org.

[See **Celebrations** on page 37 and policy FFAF for more information.]

Seizures (All Grade Levels)

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district

Ector County Independent School District Student Handbook

before the beginning of the school year, upon enrollment of the student, or as soon as practicable following diagnosis of a seizure disorder.

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 29 and contact the school nurse for more information.]

Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)

Students are prohibited from possessing or using any type of tobacco product, electronic cigarette (e-cigarette), or any other electronic vaporizing device while on school property or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies FNCD and GKA for more information.]

Health-Related Resources, Policies, and Procedures

Physical and Mental Health Resources (All Grade Levels)

Parents and students in need of assistance with physical and mental health concerns may contact the following campus and community resources:

- The appropriate campus nurse, and/or
- The appropriate school counselor.

Policies and Procedures that Promote Student Physical and Mental Health (All Grade Levels)

The district has adopted board policies that promote student physical and mental health. (LOCAL) policies on the topics below can be found in the district's policy manual, available at <https://pol.tasb.org/Home/Index/421>.

- Food and nutrition management: CO, COA, COB
- Wellness and Health Services: FFA
- Physical Examinations: FFAA
- Immunizations: FFAB
- Medical Treatment: FFAC
- Communicable Diseases: FFAD
- School-Based Health Centers: FFAE
- Care Plans: FFAF
- Crisis Intervention: FFB
- Trauma-informed Care: FFBA
- Student Support Services: FFC
- Student Safety: FFF

Ector County Independent School District Student Handbook

- Child Abuse and Neglect: FFG
- Freedom from Discrimination, Harassment, and Retaliation: FFH
- Freedom from Bullying: FFI

In addition, the District Improvement Plan details the district's strategies to improve student performance through evidence-based practices that address physical and mental health.

The district has developed administrative procedures as necessary to implement the above policies and plans.

Please contact the PE and Health Department at 432-456-0988 for further information regarding these procedures and access to the District Improvement Plan.

School Health Advisory Council (SHAC) (All Grade Levels)

During the preceding school year, the district's School Health Advisory Council (SHAC) held eight (8) meetings. Additional information regarding the district's SHAC is available from the www.ectorcountysd.org.

[See **Human Sexuality Instruction** on page 18 and policies BDF and EHAA. for more information.]

Student Wellness Policy/Wellness Plan (All Grade Levels)

To encourage healthy habits in our students, the district has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement it. You are encouraged to contact the ECISD PE and Health Department with questions about the content or implementation of the district's wellness policy and plan.

Homework (All Grade Levels)

Guidelines concerning the assignment and grading of homework vary by campus. Please contact the appropriate campus principal for the specific policy at a particular campus.

Law Enforcement Agencies (All Grade Levels)

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, including without parental consent, if necessary, if it is part of a child abuse investigation. In other circumstances, the principal will:

- Verify and record the identity of the officer or other authority and ask for an explanation of the need to question the student at school.
- Ordinarily make reasonable efforts to notify the parents, unless the interviewer raises what the principal considers to be a valid objection.
- Ordinarily be present for the questioning or interview, unless the interviewer raises what the principal considers to be a valid objection.

Students Taken into Custody

State law requires the district to permit a student to be taken into legal custody:

Ector County Independent School District Student Handbook

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity where the child may have engaged in conduct indicating a need for supervision, such as running away.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services (CPS), Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive from a juvenile court to take a student into custody.

Before a student is released to a legally authorized person, the principal will verify the person's identity and, to the best of his or her ability, will verify the person's authority to take custody of the student.

The principal will immediately notify the superintendent and will attempt to notify the parent, unless the legally authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a legally authorized person, any notification will most likely be after the fact.

Notification of Law Violations

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who is thought to have committed certain offenses or who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors.
- All appropriate district personnel regarding a student who is required to register as a sex offender.

[See policy FL(LEGAL) for more information.]

Leaving Campus (All Grade Levels)

Remember that student attendance is crucial. Appointments should be scheduled outside of school hours if possible. Absent extenuating circumstances, students will not regularly be released before the end of the school day.

Ector County Independent School District Student Handbook

State rules require parental consent before any student leaves campus for any part of the school day.

For students in elementary and middle school, a parent or authorized adult must come to the office and show identification to sign the student out. A campus representative will ask the student to report to the office. For safety purposes and stability of the learning environment, we cannot allow any unescorted adult to go to the classroom or other area to pick up the student. If the student returns to campus the same day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.

The same process applies to students in high school. If the student's parent authorizes the student to leave campus unaccompanied, a note provided by the parent must be submitted to the main office no later than two hours prior to the student's need to leave campus. A phone call from the parent may be accepted, but the school may ultimately require a note for documentation purposes. The student must sign out through the main office and sign in upon his or her return if the student returns the same day.

If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school.

Unless the parent directs district personnel to release the student unaccompanied, the parent or other authorized adult must follow the sign-out procedures listed above. If a student is permitted by his or her parent to leave campus unaccompanied, the nurse will document the time of day the student was released. Under no circumstances will a student in elementary or middle school be released unaccompanied.

If a student is 18 years of age or is an emancipated minor, the student may sign him- or herself out of school. Documentation regarding the reason for the absence will be required.

During Lunch

Permian High School and Odessa High School are open campuses for students in grade 12 only. Students are provided sufficient time to eat lunch on campus in the cafeteria. However, students in grade 12 at PHS and OHS are allowed to leave campus for lunch, but are expected to return on time for classes following their assigned lunch period. Administrators caution seniors to leave campus for lunch only with the permission of their parents. New Tech Odessa, OCTECHS, and Falcon ECHS are closed campuses for student lunch periods and students are not allowed to leave campus without following campus procedures.

At Any Other Time during the School Day

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

Lost and Found (All Grade Levels)

A lost and found collection box is located in the campus office. A student who loses an item should check the lost and found box. The district discourages bringing personal items of high monetary value to school, as the district is not responsible for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

Ector County Independent School District Student Handbook

Makeup Work

Makeup Work Because of Absence (All Grade Levels)

A teacher may assign makeup work to a student who misses class based on instructional objectives and the needs of the student in mastering the essential knowledge and skills or meeting subject or course requirements.

The student will be responsible for obtaining and completing the makeup work within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

The student is encouraged to speak with his or her teacher if the student knows of an absence ahead of time so that the teacher and student may plan any makeup work. Please remember the importance of student attendance at school and that, even though absences may be excused or unexcused, all absences account for the 90 percent threshold regarding the state laws surrounding “attendance for credit or final grade.” [See **Attendance for Credit or Final Grade** on page 32.]

A student involved in an extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with timelines approved by the principal and previously communicated to students.

DAEP Makeup Work (Grades 9–12)

If a high school student is enrolled in a foundation curriculum course at the time of removal to a disciplinary alternative education program (DAEP), he or she will have an opportunity to complete the course before the beginning of the next school year. The district may provide the opportunity to complete the course through an alternative method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FOCA(LEGAL) for more information.]

In-School Suspension (ISS) and Out-of-School Suspension (OSS) Makeup Work (All Grade Levels)

Alternative Means to Receive Coursework

While a student is in ISS or OSS, the district will provide the student with all course work for the student’s foundation curriculum classes that the student misses as a result of the suspension.

Opportunity to Complete Courses

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FO(LEGAL) for more information.]

Nondiscrimination Statement (All Grade Levels)

In its efforts to promote nondiscrimination and as required by law, the district does not discriminate on the basis of race, religion, color, national origin, gender, sex, disability, age, or

Ector County Independent School District Student Handbook

any other basis prohibited by law in providing education services, activities, and programs, including Career and Technical Education (CTE) programs. The district provides equal access to the Boy Scouts and other designated youth groups. The following district representatives have been designated to coordinate compliance with these legal requirements:

- Title IX Coordinator for concerns regarding discrimination on the basis of sex, including sexual harassment or gender-based harassment: Director of Human Resources/Title IX Coordinator, 432-456-9349.
- ADA/Section 504 Coordinator for concerns regarding discrimination on the basis of disability: Leslie Wilson, Executive Director of Special Education, 432-456-8719.
- All other concerns regarding discrimination: See the superintendent, Dr. Scott Muri, 432-456-9879.

[See policies FB, FFH, and GKD for more information.]

Parent and Family Engagement (All Grade Levels)

Working Together

Experience and research tell us that a child succeeds in education with good communication and a strong partnership between home and school. A parent's involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child on a daily basis to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling** on page 44.]
- Attending scheduled conferences and requesting additional conferences as needed. To schedule a telephone or in-person conference with a teacher, school counselor, or principal, please call the school office at the appropriate campus for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences** on page 80.]
- Becoming a school volunteer. [See **Volunteers** on page 94 and policy GKG for more information.]
- Participating in campus parent organizations. Parent organizations include: PTA, PTO, Volunteers in Public Schools (VIPS), various booster clubs, and other campus-based organizations.

Ector County Independent School District Student Handbook

- Serving as a parent representative on the district-level or campus-level planning committees that develop educational goals and plans to improve student achievement. Contact 432-456-8769 and see policies BQA and BQB, for more information.]
- Serving on the School Health Advisory Council (SHAC) and assisting the district in aligning local community values with health education instruction and other wellness issues. [See **School Health Advisory Council (SHAC)** on page 71 and policies BDF, EHAA, FFA for more information.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.
- Attending board meetings to learn more about district operations. Regular board meetings are held each month at the Ector County ISD Administration Building. An agenda for a regular or special meeting is posted no later than 72 hours before each meeting online at www.ectorcountyisd.org. [See policies BE and BED for more information.]

Parking and Parking Permits (Secondary Grade Levels Only)

A student must present a valid driver's license and proof of insurance to be eligible for a parking permit.

Students must request a parking permit and pay a fee of \$35.00 to park in a school parking lot. So long as space is available, parking permits may be issued throughout the year.

Students will not be permitted to:

- Speed.
- Double-park.
- Park across a white or yellow line.
- Park in a fire lane.
- Sit in parked cars during school hours.

Students may be subject to disciplinary action for violation of these rules. The district may tow cars that are parked in violation of these rules.

Pledges of Allegiance and a Minute of Silence (All Grade Levels)

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags** on page 19.]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others.

In addition, state law requires that each campus provide for the observance of one minute of silence in remembrance of those who lost their lives on September 11, 2001, at the beginning of the first class period when September 11 falls on a regular school day.

Ector County Independent School District Student Handbook

[See policy EC for more information.]

Prayer (All Grade Levels)

Each student has a right to pray individually, voluntarily, and silently or to meditate in school in a manner that does not disrupt school activities. The school will not encourage, require, or coerce a student to engage in or refrain from such prayer or meditation during any school activity.

Promotion and Retention

A student will be promoted only on the basis of academic achievement or proficiency. In making promotion decisions, the district will consider:

- Teacher recommendation,
- Grades,
- Scores on criterion-referenced or state-mandated assessments, and
- Any other necessary academic information as determined by the district.

In addition, at certain grade levels a student—with limited exceptions—will be required to pass the State of Texas Assessments of Academic Readiness (STAAR) if the student is enrolled in a public Texas school on any day between January 1 and the date of the first administration of the STAAR.

Elementary and Middle/Junior High Grade Levels

In grades 1-8, promotion to the next grade level is earned with an overall average of 70 or above on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas, and a grade of 70 or above in language arts, mathematics, and either science or social studies.

To be promoted to grade 6, students enrolled in grade 5 must perform satisfactorily on the mathematics and reading sections of the grade 5 assessment in English or Spanish.

To be promoted to grade 9, students enrolled in grade 8 must perform satisfactorily on the mathematics and reading sections of the grade 8 assessment in English.

If a student in grade 5 or 8 is enrolled in a high-school credit course with a corresponding end-of-course (EOC) assessment, the student will not be subject to the promotion requirements described above for the relevant grade 5 or 8 assessment. The student will instead take the corresponding EOC assessment.

If a student in grades 3–8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

[See **Standardized Testing** on page 86.]

A student in grade 5 or 8 will have two opportunities to retake a failed assessment. If a student fails a second time, a grade placement committee consisting of the principal or designee, the teacher, and the student's parent will determine the additional special instruction the student will receive. After a third failed attempt, the student will be retained; however, the parent can appeal this decision to the committee.

Ector County Independent School District Student Handbook

For the student to be promoted based on standards previously established by the district, the decision of the committee must be unanimous and the student must complete additional special instruction before beginning the next grade level. Whether the student is retained or promoted, an educational plan for the student will be designed to enable the student to perform at grade level by the end of the next school year. [See policy EIE for more information.]

Certain students—some with disabilities and some classified as English learners—may be eligible for exemptions, accommodations, or deferred testing. An admission, review, and dismissal (ARD) committee meeting will be convened if a student receiving special education services in grade 5 or 8 fails to meet satisfactory performance after the first STAAR administrations in reading or math. For more information, see the principal, school counselor, or special education director.

A student at or above grade 3 who does not perform satisfactorily on his or her state-mandated examinations will participate in special instructional programs designed to improve performance. The district will notify the parent of their child's participation in this program. The student may be required to participate in this instruction before or after normal school hours or outside of the normal school year. Failure of a student to attend these programs may result in violations of required school attendance as well as the student not being promoted to the next grade level.

For a middle-school student who does not perform satisfactorily on his or her state-mandated examinations, a school official will prepare a personal graduation plan (PGP). School officials will also develop a PGP for a middle-school student who is determined by the district to be unlikely to earn a high school diploma within five years of high school enrollment. The plan will, among other items, identify the student's educational goals, address the parent's educational expectations for the student, and outline an intensive instruction program for the student. [See the school counselor and policy EIF(LEGAL) for more information.] For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

[See **Personal Graduation Plans** on page 63 for information related to the development of personal graduation plans for high school students.]

High School Grade Levels

To earn credit in a course, a student must receive a grade of at least 70 based on course-level standards.

A student in grades 9–12 will be advanced a grade level based on the number of course credits earned. [See **Grade Level Classification** on page 60.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 60 and **Standardized Testing** on page 86.]

Release of Students from School

[See **Leaving Campus** on page 74.]

Report Cards/Progress Reports and Conferences (All Grade Levels)

Report cards with each student's performance and absences in each class or subject are issued at least once every six (6) weeks.

At the end of the first three weeks of a grading period **OR** during the fourth week of a nine-week grading period, parents will receive a progress report if their child's performance in English language arts, mathematics, science, or social studies is near or below 70 or is below the

Ector County Independent School District Student Handbook

expected level of performance. If a student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent will be asked to schedule a conference with the teacher. [See **Working Together** on page 77 for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the superintendent pursuant to the board-adopted policy. Grading guidelines are designed to reflect each student's relative mastery of each assignment. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See **Grading Guidelines** on page 60 and policy EIA(LOCAL) for more information.]

Questions about grade calculation should first be discussed with the teacher. If the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70.

Report cards and unsatisfactory progress reports must be signed by the parent and returned to the school within five (5) days. The district may communicate academic information about a student electronically, including for progress reporting purposes. An electronic signature will be accepted by the district, but parents are entitled to request a handwritten signature of acknowledgment instead.

Retaliation

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46.]

Safety (All Grade Levels)

Student safety on campus, at school-related events, and in district vehicles is a high priority of the district. The cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.
- Follow all behavioral standards in this handbook and the Student Code of Conduct or set by district employees.
- Remain alert to any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member, and promptly report any incidents to a district employee.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

Ector County Independent School District Student Handbook

Insurance for Career and Technical Education (CTE) Programs

If the board purchases accident, liability, or automobile insurance coverage for students or businesses involved in the district's CTE programs, the district will notify the affected students and parents.

Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies

Periodically, the school will conduct preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Preparedness Training: CPR and Stop the Bleed

The district will annually offer instruction in CPR at least once to students enrolled in grades 7–12. The instruction can be provided as part of any course and is not required to result in CPR certification.

The district will annually offer students in grades 7–12 instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see [Homeland Security's Stop the Bleed](#) and [Stop the Bleed Texas](#).

Emergency Medical Treatment and Information

If a student has a medical emergency at school or a school-related activity when the parent cannot be reached, the school may have to rely on previously provided written parental consent to obtain emergency medical treatment, and information about allergies to medications, foods, insect bites, etc. Therefore, all parents are asked each year to complete an emergency care consent form. Parents should contact the school nurse to update emergency care information (name of doctor, emergency phone numbers, allergies, etc.).

Emergency School Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information in the event that the district needs to notify parents of early dismissal, delayed opening, or restricted access to a campus because of severe weather, a security threat, or another emergency cause.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number changes.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways: local news agencies, ParentLink, Facebook, Twitter, and at www.ectorcountyisd.org.

[See **Communications-Automated, Emergency** on page 41.]

SAT, ACT, and Other Standardized Tests

[See **Standardized Testing** on page 86.]

Schedule Changes (Middle/Junior High and High School Grade Levels)

Guidelines concerning the schedule changes vary by campus. Please contact the appropriate campus principal or school counselor for the specific policy at a particular campus.

Ector County Independent School District Student Handbook

School Facilities

Asbestos Management Plan (All Grade Levels)

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's asbestos management plan is available in the central administrative office. If you have any questions or would like to examine the district's plan in more detail, please contact the ECISD Operations Office the district's designated asbestos coordinator, at 432-456-9569.

Food and Nutrition Services (All Grade Levels)

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

Some students are eligible for free and reduced-price meals based on financial need. Information about a student's participation is confidential. The district may share information such as a student's name and eligibility status to help enroll eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent requests the student's information not be disclosed.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

See the Cafeteria Manager at your child's school to apply for free or reduced-price meal services.

[See policy CO for more information.]

Parents should continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student may continue to purchase meals according to the grace period set by the school board. The district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals.

If the district is unable to work out an agreement with the student's parent on replenishment of the meal account and payment of any outstanding balance, the student will receive a meal. The district will make every effort to avoid bringing attention to the student.

Vending Machines (All Grade Levels)

The district has adopted and implemented the state and federal policies for food service, including guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the campus principal. [See policy FFA for more information.]

Pest Management Plan (All Grade Levels)

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, periodic indoor and outdoor pesticide use is sometimes necessary to ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs

Ector County Independent School District Student Handbook

will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area.

Parents who have questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact the campus principal or the district's IPM coordinator, at 432-580-6833.

Conduct Before and After School (All Grade Levels)

Teachers and administrators have full authority over student conduct at before- or after-school activities. Whether a school activity is on or off district premises, students are subject to the same rules of conduct that apply during the instructional day. Misbehavior will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

Library (All Grade Levels)

The library is open for independent student use only during times established by the campus principal.

Use of Hallways during Class Time (All Grade Levels)

During class times, loitering or standing in the halls is not permitted, and a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

Use by Students Before and After School (All Grade Levels)

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

Students must leave campus immediately after dismissal of school in the afternoon, unless the student is involved in an activity under the supervision of a teacher or other authorized employee or adult.

Meetings of Noncurriculum-Related Groups (Secondary Grade Levels Only)

Student-organized, student-led noncurriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

School-Sponsored Field Trips (All Grade Levels)

The district periodically takes students on field trips for educational purposes.

A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

Ector County Independent School District Student Handbook

The district may require a fee for student participation in a field trip to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need.

Searches

Searches in General (All Grade Levels)

In the interest of promoting student safety and drug-free schools, district officials may occasionally conduct searches.

District officials may search students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion or voluntary consent or pursuant to district policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations.

District Property (All Grade Levels)

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in district property.

Students are responsible for any item found in district property provided to the student that is prohibited by law, district policy, or the Student Code of Conduct.

Metal Detectors (All Grade Levels)

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

Telecommunications and Other Electronic Devices (All Grade Levels)

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal electronic devices will be conducted in accordance with law, and the device may be confiscated to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See **Electronic Devices and Technology Resources** on page 53 and policy FNF(LEGAL) for more information.]

Trained Dogs (All Grade Levels)

The district may use trained dogs to screen for concealed, prohibited items, including drugs, alcohol, and weapons. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal

Ector County Independent School District Student Handbook

belongings in an area that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

Vehicles on Campus (Secondary Grade Levels Only)

If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the district will contact the student's parents. If the parents also refuse to permit the vehicle to be searched, the district may turn the matter over to law enforcement. The district may contact law enforcement even if permission to search is granted.

Sexual Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 46.]

Special Programs (All Grade Levels)

The district provides special programs for gifted and talented students, students who are homeless, students in foster care, bilingual students, migrant students, English learners, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact the campus principal.

The Texas State Library and Archives Commission's [Talking Book Program](#) provides audiobooks free of charge to qualifying Texans, including students with visual, physical, or reading disabilities such as dyslexia.

Standardized Testing

Secondary Grade Levels

SAT/ACT (Scholastic Aptitude Test and American College Test)

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. These assessments are usually taken at the end of the junior year. Students are encouraged to talk with the school counselor early during their junior year to learn about these assessments and determine the appropriate examination to take. The Preliminary SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT.

Note: These assessments may qualify a student to receive a performance acknowledgment on the student's transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

TSI (Texas Success Initiative) Assessment

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The TSI assesses the reading, mathematics, and writing skills that freshmen-level students need to perform effectively as undergraduates in Texas public colleges and universities. This assessment may also be required before a student enrolls in a dual credit course offered through the district. Achieving certain benchmark scores on this assessment may also waive certain end-of-course assessment requirements in limited circumstances.

Ector County Independent School District Student Handbook

STAAR (State of Texas Assessments of Academic Readiness)

Grades 3–8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- Reading, annually in grades 3–8
- Writing, including spelling and grammar, in grades 4 and 7
- Science in grades 5 and 8
- Social Studies in grade 8

State law requires successful performance on the reading and math assessments in grades 5 and 8 for a student to be promoted to the next grade level. A student may be exempt from this requirement if:

- The student is enrolled in a reading or math course intended for students above the student's current grade level; or
- The student is enrolled in a special education program and the admission, review, and dismissal (ARD) committee concludes the student has made sufficient progress in his or her individualized education plan (IEP). [See **Promotion and Retention** on page 79.]

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain state-established criteria as determined by the student's ARD committee.

STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

High School Courses End-of-Course (EOC) Assessments

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments is required for graduation, unless waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment. The windows occur in the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have opportunities to retake the assessment.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student's ARD committee.

An admission, review, and dismissal (ARD) committee for a student receiving special education services will determine whether successful performance on the EOC assessments will be

Ector County Independent School District Student Handbook

required for graduation within the parameters identified in state rules and the student's personal graduation plan (PGP).

[See **Graduation** on page 60.]

Students in Foster Care (All Grade Levels)

In an effort to provide educational stability, the district will provide enrollment and registration assistance, as well as other educational services throughout the student's enrollment, to any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care).

Please contact the Community Outreach Center, which has been designated as the district's foster care liaison, at 432-456-8569 with any questions.

[See **Students in the Conservatorship of the State** on page 25.]

Students Who are Homeless (All Grade Levels)

A parent is encouraged to inform the district if his or her child is experiencing homelessness. District staff can share resources that may be able to assist families.

For more information on services for students who are homeless, contact the district's homeless education liaison, *Scott Randolph*, at the Community Outreach Center located at 301 E. Clements, Odessa, TX 79762, or call 432-456-8569.

[See **A Student Who is Homeless** on page 26.]

Student Speakers (All Grade Levels)

The district provides students the opportunity to introduce the following school events: *football games and opening announcements and greetings for the school day*. If a student meets the eligibility criteria and wishes to introduce one of the school events listed above, the student should submit his or her name in accordance with policy FNA(LOCAL).

[See **Graduation** on page 60 for information related to student speakers at graduation ceremonies and policy FNA(LOCAL) regarding other speaking opportunities.]

Tardies (All Grade Levels)

At the elementary level, the 7:40 a.m. bell indicates the beginning of the school day (The bell for Noel & Travis is at 7:30 a.m.) Students entering the classroom after the first bell will be considered tardy. All tardies will be posted to the student attendance accounting system.

Three tardies will result in loss of perfect attendance.

At the secondary level, a student who is tardy to class by more than 15 minutes will be counted absent. A student who is tardy to class by more than 15 minutes will be assigned to detention hall. Repeated instances of tardiness will result in more severe disciplinary action, in accordance with the Student Code of Conduct.

Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels)

The district provides textbooks and other approved instructional materials to students free of charge for each subject or class. Students must treat any books with care and place covers on them, as directed by the teacher. The district may also provide electronic textbooks and technological equipment to students, depending on course objectives.

Ector County Independent School District Student Handbook

If a student needs a graphing calculator for a course and the district does not provide one, the student may use a calculator application with graphing capabilities on a phone, laptop, tablet, or other computing device.

A student who is issued a damaged item should report the damage to the teacher.

Any student who does not return an item or returns an item in an unacceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage is paid for by the parent. However, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

Transfers (All Grade Levels)

The principal is authorized to transfer a student from one classroom to another.

[See **Safety Transfers/Assignments** on page 25, **Bullying** on page 34, and **Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services** on page 27, for other transfer options.]

Transportation (All Grade Levels)

School-Sponsored Trips

Students who participate in school-sponsored trips are required to use school-provided transportation to and from the event. However, in accordance with campus procedures, a parent may provide written consent for his or her child to ride with or be released after the event to the parent or another adult designated by the parent. [See **School-sponsored Field Trips** on page 84.]

Buses and Other School Vehicles

The district makes school bus transportation available to all students living two or more miles from school and to any students who are experiencing homelessness. This service is provided at no cost to students.

Bus routes and stops will be designated annually. Any subsequent changes will be posted at the school and on the district's website. For the safety of the driver and all passengers, students must board district vehicles only at authorized stops and drivers must unload passengers only at authorized stops.

The district has identified the following areas where hazardous traffic conditions and/or a high risk of violence exist for students who live within two miles of the campus:

- Blanton Elementary
 - Blanton attendance zone north of E. 42nd Street, east of John Ben Sheppard Pkwy. Blvd, and south of E. University that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Bonham Middle School
 - Bonham attendance zone south of E. 2nd Street that is within the 2 mile walk zone.
 - Reason: Railroad Tracks.
- Burleson Elementary

Ector County Independent School District Student Handbook

- Burleson attendance zone south of Hwy. 302 and West of N. County Rd. W. that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Burnet Elementary
 - Burnet attendance zone south of E. University that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Buddy West Elementary
 - Buddy West attendance zone north of W. University that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Buice Elementary
 - Buice attendance zone.
 - Reason: No walkway provided. Streets without safe passage for elementary age students.
- Carver E.E. Center
 - Carver attendance zone north of E. Murphy Street, East of College Avenue, South of Phillips Street, and West of S. Dixie Blvd.
 - Reason: Streets without safe passage for PK students.
- Crockett Middle School
 - Crockett attendance zone west of N.W. Loop 338 that is within the 2 mile walk zone.
 - Reason: Major traffic artery with no designated pedestrian crossing.
- Dowling Elementary
 - Dowling attendance zone south of E. 8th and W. 8th Street that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students and Railroad Tracks.
- Edward K. Downing Elementary
 - Edward K. Downing attendance zone south of W. 3rd Street between N. War Admiral Drive and Moss Avenue.
 - Reason: No walkway or safe passage for elementary age students.
- Goliad Elementary
 - Goliad attendance Zone west of N. Hwy 385 and south of E. 42nd Street that is within the 2 mile walk zone.

Ector County Independent School District Student Handbook

- Reason: Major traffic artery without safe passage for elementary age students.
- Gonzales Elementary
 - Gonzales attendance zone south of E. 8th Street that is within the 2 mile zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Ireland Elementary
 - Ireland attendance zone south of E> 42nd. Street that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Jordan Elementary
 - Jordan attendance zone west of N. Hwy 385 that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- Lamar E.E. Center
 - Lamar attendance zone north of E. 7th Street, east of Lettie Lee, south of E. 5th Street, west of Jefferson Street.
 - Reason: Streets without safe passage for PK students.
- Noel Elementary
 - Noel attendance zone west of N.W. Loop 338 and south of W. University that is within the 2 mile walk zone.
 - Reason: Major traffic artery with no designated pedestrian crossing.
- Odessa High School
 - Odessa High attendance zone south of 2nd Street between S. Sam Houston Avenue and Williams Avenue.
 - Reason: Railroad Tracks
- Pease Elementary
 - Pease attendance zone west of N.W. Loop 228 and north of W. University that is within the 2 mile walk zone.
 - Reason: Major traffic artery with no designated pedestrian crossing.
- Sam Houston Elementary
 - Sam Houston attendance zone west of N. Hwy. 385 and south of E. University that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.
- San Jacinto Elementary
 - San Jacinto attendance zone west of N. West County Rd that is within the 2 mile walk zone.

Ector County Independent School District Student Handbook

- Reason: Major traffic artery without safe passage for elementary age students.
- Travis Elementary
 - Travis attendance zone south of I-20 and west of South Crane Avenue
 - Reason: Major traffic artery without safe passage for elementary age students.
- Zavala Elementary
 - Zavala attendance zone west of S. County Road W. and south of I-20 that is within the 2 mile walk zone.
 - Reason: Major traffic artery without safe passage for elementary age students.

Because students in these areas might encounter hazardous traffic conditions or be subject to a high risk of violence when walking to and from school, the district will provide transportation to these students. Please contact the ECISD Transportation Department for additional information.

A parent may designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated location must be an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, contact the ECISD Transportation Department at 432-456-9869.

Students are expected to assist district staff in ensuring that buses and other district vehicles are clean and safe. When riding in district vehicles, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.
- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the Student Code of Conduct, including loss of the privilege to ride in a district vehicle.

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Ector County Independent School District Student Handbook

Vandalism (All Grade Levels)

Littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Video Cameras (All Grade Levels)

For safety purposes, the district uses video and audio recording equipment to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings as needed and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice before placing a video camera in a classroom or other setting in which a child receives special education services. For more information or to request the installation and operation of this equipment, speak with the principal or the Executive Director of Special Education, who the district has designated to coordinate the implementation of and compliance with this law.

[See policy EHBAF(LOCAL) for more information.]

Visitors to the School (All Grade Levels)

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the main office and comply with all applicable district policies and procedures. All visitors should be prepared to show identification.

Individuals may visit classrooms during instructional time only with approval of the principal and teacher. Visitors may not interfere with instruction or disrupt the normal school environment.

All visitors are expected to demonstrate the highest standards of courtesy and conduct. Disruptive behavior will not be permitted.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer has the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL).

[See the Student Code of Conduct.]

Ector County Independent School District Student Handbook

Visitors Participating in Special Programs for Students

Business, Civic, and Youth Groups

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

Career Information

ECISD high school campuses may invite representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

Volunteers (All Grade Levels)

The district invites and appreciates the efforts of volunteers who are willing to serve our district and students.

If you are interested in volunteering, please contact the Community Liaison Coordinator at 432-456-9012 for more information and to complete an application.

The district does not require state criminal history background checks for volunteers who are parents, guardians, or grandparents of a child enrolled in the district.

Subject to exceptions in accordance with state law and district procedures, other volunteers will be subject to a state criminal history background check, and the volunteer must pay all costs for the background check.

Voter Registration (Secondary Grade Levels Only)

A student who is eligible to vote in any local, state, or federal election may obtain a voter registration application at the main campus office.

Withdrawing from School (All Grade Levels)

To withdraw a student under age 18 from school, the parent or guardian must submit a written request to the principal specifying the reasons for withdrawal and the final day the student will be in attendance. Withdrawal forms are available from the principal's office.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

Ector County Independent School District Student Handbook

Glossary

Accelerated instruction is an intensive supplemental program designed to help an individual student acquire the knowledge and skills required at his or her grade level. It is required when a student does not meet the passing standard on a state-mandated assessment.

ACT, or the American College Test, is one of the two most frequently used college or university admissions examinations. The test may be required for admission to certain colleges or universities.

ACT-Aspire is designed as a preparatory and readiness assessment for the ACT. This is usually taken by students in grade 10.

ARD stands for admission, review, and dismissal. The ARD committee convenes for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

Attendance review committee is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

CPS stands for Child Protective Services.

DAEP stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

DFPS stands for the Texas Department of Family and Protective Services.

DPS stands for the Texas Department of Public Safety.

EOC (end-of-course) assessments are state-mandated and are part of the STAAR program. Successful performance on EOC assessments are required for graduation. These examinations will be given in English I, English II, Algebra I, Biology, and U.S. History.

ESSA is the federal Every Student Succeeds Act.

FERPA refers to the federal Family Educational Rights and Privacy Act, which grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 years of age or older directs the school not to release directory information.

IEP stands for individualized education program and is the written record prepared by the ARD committee for a student with disabilities who is eligible for special education services. .

IGC is the individual graduation committee, formed in accordance with state law, to determine a student's eligibility to graduate when the student has failed to demonstrate satisfactory performance on no more than two of the required state assessments.

ISS refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

Ector County Independent School District Student Handbook

PGP stands for personal graduation plan, which is required for high school students and for any student in middle school who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

PSAT is the preparatory and readiness assessment for the SAT. It also serves as the basis for the awarding of National Merit Scholarships.

SAT refers to the Scholastic Aptitude Test, one of the two most frequently used college or university admissions examinations. The test may be required for admissions to certain colleges or universities.

SHAC stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to help ensure that local community values and health issues are reflected in the district's health education instruction, as well as assist with other student and employee wellness issues.

Section 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

STAAR is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

STAAR Alternate 2 is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

STAAR Spanish is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

State-mandated assessments are required of students at certain grade levels and in specified subjects. Except under limited circumstances, students must perform successfully on some state-mandated assessments to be promoted and students must pass the STAAR EOC assessments to graduate. Students have multiple opportunities to take the tests, if necessary, for promotion or graduation.

Student Code of Conduct is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle; sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP; and outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

TAC stands for the Texas Administrative Code.

TEA stands for the Texas Education Agency, which oversees primary and secondary public education in Texas.

TELPAS stands for the Texas English Language Proficiency Assessment System, which assesses the progress that English learners make in learning the English language and is administered for those who meet the participation requirements in kindergarten–grade 12.

Ector County Independent School District Student Handbook

TSI stands for the Texas Success Initiative, an assessment designed to measure the reading, mathematics, and writing skills that entering college-level freshmen students should have if they are to be successful in undergraduate programs in Texas public colleges and universities.

TXVSN stands for the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors and are equivalent in rigor and scope to a course taught in a traditional classroom setting.

UIL refers to the University Interscholastic League, the statewide, voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

Ector County Independent School District Student Handbook

Appendix: Freedom from Bullying Policy

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit [https://pol.tasb.org/Policy/Download/421?filename=FFI\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/421?filename=FFI(LOCAL).pdf). Below is the text of Ector County ISD's policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on *November 17, 2017*.

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples:

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples:

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report:

Ector County Independent School District Student Handbook

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report:

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format:

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying:

Ector County Independent School District Student Handbook

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline:

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action:

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers:

The principal or designee shall refer to FDB for transfer provisions.

Counseling:

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct:

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.