

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 March 23, 2021, beginning at 6:00 PM.

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. Special Presentations:
 - Recognition of ECISD Nursing Director
 - Recognition of State Board of Education Employer for Education Excellence Gold Award
 - Recognition of United Way Top Fundraisers
 - TASB Purchasing Cooperative BuyBoard Rebate
6. Opening Remarks by Superintendent
7. Public Comment
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A. Possible Action Concerning Level III Grievance Hearing - Lashaun Perkins	106

16. Adjournment



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 DELETION OF BOARD POLICY GNC(LOCAL): RELATIONS WITH EDUCATIONAL ENTITIES COLLEGES AND UNIVERSITIES

DATE: March 23, 2021

Discussion of Deletion of Board Policy GNC(LOCAL): Relations with Educational Entities Colleges and Universities – This policy has not been updated/revised since 2002. As we build our pipeline work as part of the Strategic Plan, we will be adding in other partnerships for internships. When we began working with TASB on this revision, they recommended deletion of this policy and moving all the language to Administrative Regulation.

Administrative Recommendation:

Approval of Deletion of Board Policy GNC(LOCAL)

Student Teachers

Student teacher placement shall be coordinated between the representative of the sending university and the participating campus principals. Final placement of all student teachers shall be approved by the Superintendent or designee. A list of the student teachers, the participating campuses, and the coordinating teachers to whom they have been assigned shall be provided by the university and maintained in the office of the Superintendent or designee.

Persons wishing to student teach or complete an administrative internship in the District shall have on file in the District:

1. Verification of a recent criminal history background check.
2. Completion of sexual harassment training.
3. Results of a recent drug test.

Student teachers and interns shall be held to the standards outlined in the Code of Ethics and Standard Practices for Texas Educators.

Student teachers who fail to abide by the District policies, rules, and administrative regulations may be dismissed by the Superintendent at any time during the course of the teacher education program.

Interns

Graduate students seeking administrative or counselor certification shall be permitted to participate in internship programs designed jointly by the District and by the college or university offering academic credit for the internship.

During the period of the internship, interns shall be subject to all policies, rules, and administrative regulations of the District and the office or campus to which the intern has been assigned.

Department heads and principals may recommend dismissal at any time of interns who fail to abide by these policies, rules, and administrative regulations.

Interns shall have the right to appeal dismissal in accordance with hearing procedures established in administrative regulations.

Each intern, whether full-time or part-time, shall enter into a written agreement, prepared jointly by the District and the institution offering academic credit for the internship, specifying:

1. Length of internship.
2. Job description.
3. Where appropriate, special arrangements to provide individualized intern education.



BUDGET REVENUE DISCUSSION

Discussion with the Board regarding revenue projections for 2021-2022.



LEGISLATIVE UPDATE

Dr. Scott Muri, Superintendent of Schools will provide a Legislative update.



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:

February 02, 2021 – Team Building Training
February 09, 2021 – Board Workshop Meeting
February 23, 2021 – Regular Board Meeting

AT A BOARD OF TRUSTEES/SUPERINTENDENT ANNUAL TEAM BUILDING TRAINING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD BY VIDEOCONFERENCE OR TELEPHONE CALL AT 5:00 P.M., FEBRUARY 2, 2021, WITH THE FOLLOWING MEMBERS:

Present:

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

Absent:

School Officials: Scott Muri

Others: Albert Anchondo

25359 **Meeting Called to Order:** Delma Abalos, Board President, called the Board of Trustees Meeting to order at 5:00 p.m.

(Christopher Stanley joined at approximately 5:15 p.m. and was present for the remainder of the meeting.)

25360 **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 Delma Abalos, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

25361 **Opening Remarks by Superintendent:**

There were no opening remarks.

25362 **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)*

There were no public comments.

25363 **Board of Trustees will participate in Annual Team Building Training with Center for Reform of School Systems (CRSS):** The Board of Trustees and Superintendent Scott R. Muri participated in an Annual Team Building Training led by Cathy Mincberg President and CEO of the Center for Reform of School Systems (CRSS).

No action required.

25364 **Adjournment:** Delma Abalos, Board President adjourned the Board meeting at 8:00 p.m.

Board President
Delma Abalos

Board Secretary
Dr. Steve brown

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., FEBRUARY 9, 2021, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Carol Gregg (Virtually)
Tammy Hawkins
Nelson Minyard
Dr. Donna Smith
Christopher Stanley

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Staci Ashley, Dr. Lilia Náñez, Jason Osborne, Deborah Ottmers, Alicia Syverson, Dr. Kellie Wilks, Patrick Young

Others: Mike Atkins, Robert Cedillo, Ashley Osborne, Andrea Martin, Dr. Corey Seymour, Alicia Press, Celeste Potter, Robin Garcia, Carey Davis, Seth Rau, Ray Dominguez, Albert Anchondo, Mary Franco

25365 **Meeting Called to Order:** Delma Abalos, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

25366 **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 Delma Abalos, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

25367 **Opening Remarks by Superintendent:** In Dr. Muri's opening remarks he pointed out that Monday is the bad weather make-up day for the snow day we took in October; however, it looks like it could become a bad weather day itself! He reminded parents to please keep their eye on the weather forecast and look for announcements from the school district. But, he said, as of right now, Monday, February 15, is a regular school day for all of our students.

25368 **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)*

There were no public comments.

25369 **Presentation and Discussion of Middle School Turnaround Partner:**
Trustees heard a presentation from Third Future Schools, the potential new charter partner for Ector Middle School. Third Future is a four-year old network and runs schools in Colorado and Texas (Midland). CEO Mike Miles and Executive Director of Schools Zack Craddick of Third Future told the ECISD board they have a unique instructional model and a track record of success. They said, with a focus on rigorous academics and extracurricular activities, all Third Future Schools are on track to attain approximately 1.5 times the growth of the average student in the U.S. made prior to COVID. They said some of the key features of the Third Future model are learning how to learn, developing personal habits of success, setting high expectations for all students and giving students valuable experiences (such as electives, labs and travel). Also, the model focuses on differentiated, personalized learning for students; learning at or above grade level every day; and highly competitive educator salaries with embedded professional development, coaching and support. Additionally, the doors of the school are open 6:30 a.m. until 5:00 p.m. for families. Trustees questioned Third Future leaders on facility operations, parent engagement, methods of teaching during COVID, curriculum, teacher attrition, discipline data, financial management, make-up of the network’s independent board, and the transition timeline.

No action required.

25370 **Strategic Plan Quarterly Board Update:** Special Assistant to Superintendent Albert Anchondo opened this item for discussion. Trustees received the quarterly update on the progress of three strategic plan initiatives that are underway.

First, ECISD has worked in several ways to provide home internet connectivity to families. Since last May, our District has: worked in partnership with two local internet providers (Sparklight and Grande) to identify families within their service areas who need service and to provide that service, free of charge for one year; purchased and provided wireless hotspots for families who need and request it; is replacing wireless hotspots at 25 of our poorest schools that will give the connectivity to the area immediately around the school; and partnered with SpaceX to utilize satellite technology to provide internet in one rural section of the county. All of these include grant money from outside entities who want to be part of these efforts to support students. ECISD is also part of a community task force to develop long-term solutions to the broadband internet connectivity issue.

Second, our District has begun a series of efforts to cultivate talent pipelines in order to “grow our own” teachers and develop the next generation of leaders. Examples of teacher training programs are the teacher academy for high school students (a Career & Technical Education pathway), Opportunity Culture which includes teacher residents (college students), and the Odessa Pathway to Teaching which is an alternative certification program run by

ECISD. In terms of training leaders, the Emerging Leader Academy gives teachers the opportunity to train to become assistant principals, and the Aspiring Leader Academy, and a planned Principal Residency, are designed to train those interested in becoming principals.

Third, our ECISD team is working to make Blended Learning a system-wide practice; Blended Learning defined as a student having some control, in some manner, over his or her own learning. It enables personalized learning for all students. Teach to One, which is the core math curriculum at three of our middle schools is one example of Blended Learning in ECISD. The Raising Blended Learners grant at two elementary campuses is another example, this one focusing on early childhood literacy. Ongoing Blended Learning professional development is available for any teachers interested in getting started and then further developing their skills in this area.

No action required.

25371 **Development Office Presentation**: Director of Development & Education Foundation Celeste Potter presented this item for discussion. Trustees were provided with an overview of its activities and new scope of work. Formerly called the Education Foundation, the Development Office has now broadened its scope of work to include the Education Foundation, Volunteers, Partnerships, and grant writing. In all efforts, the department supports ECISD's strategic plan through research of issues and solutions, creating awareness of the District's needs, building community collaboration and lasting partnerships. A few (and only a few) examples of the Development Office's work over the past year are 25 new Little Free Libraries placed across our District; Bookworm vending machines placed inside schools; the Bookworms reading program impacting more than 6,000 students in Pre-kindergarten through 1st grade; a blanket drive for students; and delivery of school meals to students learning from home during this pandemic (388 volunteers delivered 44,800 meals to more than 3,000 children). The Development Office plans to continue growing the Bookworms Literary Program and finding ways to connect the community and our District to serve the needs of our students and staff.

No action required.

25372 **Discussion of TASB Policy Update 116**: Executive Director of Leadership Dr. Corey Seymour presented this item for discussion. This is the first reading of TASB Policy Update 116. Suggested revisions to five local policies come at the recommendation of the Texas Association of School Boards (TASB). This policy will be on the February 16, 2021 agenda for a second reading and a vote.

No action required.

25373 **Legislative Update:** Superintendent of Schools Dr. Scott Muri presented this item for discussion. Dr. Muri reminded Trustees the Texas Legislature is now back in session but January, February and March are usually pretty slow in regard to any changes. He told Trustees the budget projections are better than originally anticipated before the session started. Broadband connectivity is also another big issue and the State has looked at the work done in ECISD as a model for other communities to pursue. Dr. Muri added there is a discussion among legislators to cancel the administration of STAAR testing this spring; as of today, the state plans administer the tests but not to count them for any accountability purposes.

No action required.

25374 **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.] Consultation with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

There was no closed session.

25375 **Closing Remarks by Superintendent:**

There were no closing remarks.

25376 **Adjournment:** Delma Abalos, Board President, adjourned the Board meeting at 8:56 p.m.

Board President
Delma Abalos

Board Secretary
Dr. Steve Brown

AT A REGULAR 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., FEBRUARY 23, 2021, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Carol Gregg (Virtual)
Tammy Hawkins (Virtual)
Nelson Minyard
Dr. Donna Smith
Christopher Stanley

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Staci Ashley, Dr. Stephanie Howard, Dr. Lilia Náñez, Jason Osborne, Deborah Ottmers, Alicia Syverson

Others: Mike Atkins, Dr. Stacy Johnson, Carla Byrne, Lisa Wills, Annette Macias, Alicia Press, Alicia Syverson, Robert Cedillo, Dr. Corey Seymour, Mareka Austin, Danny Barrera, Marcos Montes, Fred Stormer, Chris Grammer, Wesley Burnett, Richard Schwope, Albert Anchondo, Mary Franco

25377 **Meeting Called to Order:** Delma Abalos, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

25378 **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.

25379 **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Dr. Donna Smith, Board Member.

25380 **Invocation:** The Invocation was led by Dr. Steve Brown, Board Secretary.

25381 **Special Presentations:**

Recognition of Academic All-State Athletes: The Texas Girls Coaches Association Academic All-State honors student-athletes who are a graduating student who is a varsity participant in good standing and of good moral character with a grade point average of 94 or above. The following group of students earned this honor:

Odessa HS
Odalís Lujan

Permian HS Volleyball
Natalia Abila
Bethani Fierro
Monica Hinojos

Honorable Mention Academic All-State

Odessa HS Football
Timothy Avila

Permian HS Football
Timothy Avila
Austin Jacobo
Bobby Lopez

2nd Team Academic All-State

Odessa HS Football
Clifford Gordan

TMEA All State Musicians: Recognition of seven students who earned All-State Musicians Honors from the Texas Music Educators Association.

All-State Band

Alex Lozano, PHS Senior | Bass Trombone
Dillon Martin, PHS Senior | Alto Saxophone
Aidan Caballero, PHS Junior | Percussion
Shaun Price, PHS Freshman | French Horn

All-State Choir

Paige Byford, OHS Sophomore | Soprano 1
Caitlin Fitzgerald, OHS Sophomore | Soprano 2
Justus Davis, OHS Freshman | Tenor 1

25382 **Opening Remarks by Superintendent:** In Dr. Muri's opening comments, he presented student data from the most recent MAP (Measure of Academic Progress) assessment. He reminded Trustees, the MAP assessment is given three times each year (September, January and April) to show students' growth. This data is one of the ways we monitor the progress of our strategic plan initiatives. Dr. Muri called it a good compliment to STAAR and End of Course exams. The data show students in kindergarten, 1st and 2nd grade grew but did not reach projected growth marks in math, while students in grades 3-8 met or exceeded those projections. In reading, students in kindergarten through 6th grade grew but did not reach projected growth marks, while 7th and 8th graders met it. Dr. Muri also presented a brief summary of MAP scores in Opportunity Culture classrooms compared to non-O.C. classrooms. O.C. classrooms scored higher in reading and math at many grade levels (K-8).

25383 **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)*

There was no public comment.

Board Policy

- 25384** **Discussion of and Request for Approval of TASB Local Policy Update 116:** Moved by Minyard, seconded by Brown to approve TASB Local Policy Update 116 as presented.

Motion unanimously approved

Action Items

- 25385** **Discussion and Possible Action to Accept for Consideration an Application for an Appraised Value Limitation on Qualified Property from Nacero TX 1 LLC, assess a Large Project Application Fee, authorize the Superintendent to review the Application for completeness, submit such Application to the Comptroller and Take Other Action Incident Thereto:** Moved by Brown, seconded by Smith that the Board accept for consideration Nacero TX 1 LLC's Application for an Appraised Value Limitation on Qualified Property, assess a Large Project Application Fee of \$125,000, and authorize the Superintendent to review the Application and upon a determination that such Application is complete, that it be submitted to the Comptroller as set out in Chapter 313 of the Texas Tax Code as presented.

Motion unanimously approved.

- 25386** **Discussion and Possible Action to Accept for Consideration an Application for an Appraised Value Limitation on Qualified Property from 1PointFive P1 LLC, assess a Large Project Application Fee, authorize the Superintendent to review the Application for completeness, submit such Application to the Comptroller and Take Other Action Incident Thereto:** Moved by Brown, seconded by Stanley that the Board accept for consideration 1PointFive P1 LLC's Application for an Appraised Value Limitation on Qualified Property, assess a Large Project Application Fee of \$100,000, and authorize the Superintendent to review the Application and upon a determination that such Application is complete, that it be submitted to the Comptroller as set out in Chapter 313 of the Texas Tax Code as presented.

Motion unanimously approved.

- 25387** **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Smith, seconded by Brown to approve Purchases over \$50,000 as presented.

Motion unanimously approved.

- 25388** **Discussion of and Request for Approval of the Quarterly Investment Report:** Moved by Smith, seconded by Stanley to approve the Quarterly Investment Report as presented.

Motion unanimously approved. 18

25389 **Discussion of and Request for Approval of Contract with Ector County Elections Office to Conduct May 1, 2021 Joint Election:** Moved by Smith, seconded by Minyard to approve the Contract with Ector County Elections Office to Conduct May 1, 2021 Joint Election as presented.

Motion unanimously approved.

25390 **Discussion of and Request for Approval of Teaching Academy Dual Credit Matrix Crosswalk:** Moved by Smith, seconded by Brown to approve the Teaching Academy Dual Credit Matrix Crosswalk as presented.

Motion unanimously approved.

25391 **Discussion of and Request for Approval of Early Childhood Pre-K 4 and Pre-K 3 Textbook Adoption:** Moved by Brown, seconded by Stanley to approve the Early Childhood Pre-K 4 and Pre-K 3 Textbook Adoption as presented.

Motion unanimously approved.

25392 **Discussion of and Request for Approval of 2021-2022 Academic Calendars:** Moved by Smith, seconded by Brown to approve the 2021-2022 Academic Calendars as presented.

Motion unanimously approved.

25393 **Discussion of and Request for Approval of Middle School Turnaround Partner:** Moved by Minyard, seconded by Stanley to approve the Middle School Turnaround Partner as presented. Third Future Schools was approved as the new charter partner for Ector Middle School.

Motion unanimously approved.

25394 **Discussion of and Request for Approval of Resolution of the Board of Trustees of ECISD: Remote Learning and Pay of Employees Plan:** Moved by Minyard, seconded by Brown to approve the Resolution of the Board of Trustees of ECISD: Remote Learning and Pay of Employees Pay Plan as presented.

Motion unanimously approved.

25395 **Discussion of and Request for Approval of TEA Waiver for Remote Learning and School Closure:** Moved by Brown, seconded by Minyard to approve the TEA Waiver for Remote Learning and School Closure as presented.

Motion unanimously approved.

25396 **Consent Agenda:** Moved by Smith, seconded by Brown to approve the Consent Agenda as presented.

- A. Request for Approval of Minutes
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000

Motion unanimously approved.

Report/Discussion Items

25397 **Presentation and Discussion of School Action Fund School Restart:** Executive Director of Leadership Alicia Press presented this item for discussion. Ms. Press discussed the School Action Fund Restart plan for Burnet Elementary School and Bowie Middle School. The plan is a bold step forward in our District's continuing effort to provide an excellent educational experience for every student, every day. Beginning with the 2021-22 school year, Burnet Elementary and Bowie Middle School will be transformed into RISE program schools; RISE standing for *Rapidly Improving School Effectiveness*. Burnet and Bowie were identified for immediate intervention due to multiple years of low ratings and declining academic performance. RISE is similar to a program called ACE that has been implemented with impressive success at high-needs campuses across Texas. This model creates an environment for students that completely provides for their academic, social/emotional, nutritional and support needs. The school day will be modified to accommodate additional learning time for reading and math instruction, tutoring and personalized academic support, and meals including an end-of-day super snack. Staff members at the school will be able to reapply for positions for the two schools. The RISE model staffs strategically, focusing on high-achieving educators with a demonstrated track record of student success. RISE teachers will have unique scheduling and significant financial incentives.

No action required.

25398 **Presentation and Discussion of Bonham Middle School Update:** Executive Directors of Leadership Robert Cedillo and Bonham Middle School Principal Mareka Austin presented an update on Bonham Middle School turnaround effort. In October, the District announced plans to seek a turnaround partner for Bonham because of the school currently being in its fifth year with an "F" rating. However, because of COVID, the state has paused accountability ratings for the second year in a row. The pause gives Bonham an opportunity to turnaround its academic achievement without a charter partner. The school is going to take on a rigorous turnaround process that will include strategic staffing, expanded recruiting that targets experience educators with a track record of success, additional days of professional development, extended instructional days, high dosage tutoring for students and summer learning. Staff members selected to be part of the Bonham MS team will receive additional financial incentives. If Bonham maintains its F status for another year (when accountability ratings resume), the District faces state intervention in the form of school closure or a board of managers for the school district.

No action required.

25399 **Legislative Update:** Superintendent of Schools Dr. Scott Muri provided Trustees with a brief legislative update on discussions taking place among the House and Senate Finance Committees and talk of the Average Daily Attendance “hold harmless” provision that was put in place for the fall semester, but is still under discussion for the spring semester.

No action required.

25400 **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.] (Discussion of 2021-2022 Contract Renewals for Administrators Pay Grade 6-12.) Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board Will Meet in Closed Session in Consultation with the Board’s Attorney Regarding All Matters as Authorized by Law.]: (The Board of Trustees will discuss an economic development issue.)**

Board President Delma Abalos convened the Board of Trustees to closed session at 8:59 p.m.

Board President Delma Abalos reconvened the Board of Trustees to open session at 9:25 p.m.

25401 **Request for Approval of 2021-2022 Contract Renewals for Administrators Pay Grade 6-12:** Moved by Brown, seconded by Stanley to approve the 2021-2022 Contract Renewals for Administrators Pay Grade 6-12 as presented.

Motion unanimously approved.

25402 **Information Items:** The Board of Trustees were provided with the following information items: Financials, Information Report for February 2021, Purchasing Report and the Routine Personnel Report.

25403 **Closing Remarks by Superintendent:** There were no closing remarks.

25404 **Adjournment:** Board President Delma Abalos adjourned the Board meeting at 9:26 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 February 11, 2021 thru March 17, 2021 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 02/11/2021 to 03/17/2021

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ <u>7,206,110.76</u>

APPROVED: _____

DATE: _____

**ECTOR COUNTY ISD
CHECK REGISTER
02/11/2021 - 03/17/2021**

DATE	PAYEE	AMOUNT
2/22	BUCK'S WHEEL & EQUIPMENT COMPANY	\$ 389.68
2/22	AUTOMATIC ICE MACHINE	370.00
2/22	FIRETROL PROTECTION SYSTEMS	38,100.00
2/22	GANDY INK	750.00
2/22	J W PEPPER & SON INC	1,054.32
2/22	LAKESHORE LEARNING	1,600.31
2/22	LOU'S CLINICAL LAB INC	1,530.00
2/22	MENTORING MINDS. LP	176.00
2/22	O REILLY AUTO ENTERPRISES LLC	123.94
2/22	TEXAS ART EDUCATION ASSOCIATION (TAEA)	697.00
2/22	TEXAS COMPUTER EDUCATION ASSOCIATION	876.00
2/22	THE BOSWORTH LTD	32.33
2/22	WESTAIR-PRAXAIR DISTRIBUTION INC	1,363.08
2/22	FOLLETT SCHOOL SOLUTIONS, INC.	872.78
2/22	NAPA AUTO PARTS	19.44
2/22	SCHOOL SPECIALTY LLC	564.83
2/24	ALL ABOARD AMERICA!	7,769.48
2/24	AMERIPRIDE SERVICES INC.	787.83
2/24	BUCK'S WHEEL & EQUIPMENT COMPANY	574.78
2/24	CONSOLIDATED ELECTRICAL DISTRIBUTORS	242.64
2/24	GLOBAL EQUIP CO	537.45
2/24	HEINEMANN	30,219.56
2/24	J W PEPPER & SON INC	99.99
2/24	KELLY-MOORE PAINT	249.96
2/24	LAKESHORE LEARNING	2,124.02
2/24	LOU'S CLINICAL LAB INC	575.00
2/24	LOVING GUIDANCE	15,120.00
2/24	MARK'S PLUMBING PARTS	1,943.16
2/24	MSC INDUSTRIAL SUPPLY CO.	150.58
2/24	ODESSA COLLEGE	26,490.00
2/24	O REILLY AUTO ENTERPRISES LLC	1,417.31
2/24	ROBERTS TRUCK CENTER OF TEXAS	811.90
2/24	SUPER DUPER PUBLICATIONS	175.00
2/24	TEXAS ART EDUCATION ASSOCIATION (TAEA)	1,462.00
2/24	TRANE U.S. INC.	7,152.80
2/24	WESTAIR-PRAXAIR DISTRIBUTION INC	2,261.33
2/24	NAPA AUTO PARTS	190.83
2/24	SCARBOROUGH SPECIALTIES, INC	1,230.89
2/24	UNIFIRST CORPORATION	2,644.71
2/24	OFFICE DEPOT, INC	1,360.94
2/24	SCHOOL SPECIALTY LLC	1,975.24
3/3	4IMPRINT INC	1,720.11

3/3	ALL ABOARD AMERICA!	4,630.00
3/3	ALL ABOUT HEARING	560.00
3/3	AMERIPRIDE SERVICES INC.	394.95
3/3	AVID CENTER	6,461.40
3/3	BSN SPORTS, INC DBA US GAMES	241.95
3/3	BUCK'S WHEEL & EQUIPMENT COMPANY	289.66
3/3	CENTERS FOR CHILDREN & FAMILIES	2,250.00
3/3	CMC BUSINESS SYSTEMS INC	549.83
3/3	CONSOLIDATED ELECTRICAL DISTRIBUTORS	110.00
3/3	DEMCO INC	1,539.76
3/3	DIAMOND BUSINESS SERVICES INC	366.70
3/3	DICK BLICK COMPANY	651.77
3/3	FRANKLIN-COVEY CLIENT SALES, INC.	12,646.99
3/3	PRYOR LEARNING SOLUTIONS, INC.	597.00
3/3	GANDY INK	12,994.50
3/3	GARDA CASH LOGISTICS	130.34
3/3	GLOBAL EQUIP CO	726.72
3/3	GOPHER SPORT	192.93
3/3	HEINEMANN	5,395.50
3/3	LAKESHORE LEARNING	5,750.33
3/3	LOVING GUIDANCE	3,200.00
3/3	MARK'S PLUMBING PARTS	1,678.78
3/3	MORRISON SUPPLY CO	12,396.60
3/3	MSC INDUSTRIAL SUPPLY CO.	1,514.76
3/3	MUSIC IN MOTION	766.85
3/3	ODESSA COLLEGE	34,012.00
3/3	O REILLY AUTO ENTERPRISES LLC	1,215.49
3/3	ORIENTAL TRADING COMPANY INC	674.75
3/3	SECURED DOCUMENT SHREDDING INC	944.00
3/3	SIMS PLASTIC INC	346.80
3/3	TEXAS COMPUTER EDUCATION ASSOCIATION	6,169.99
3/3	PARK PLACE PULBICATION LP	400.00
3/3	WEST MUSIC CO.	303.18
3/3	WESTAIR-PRAXAIR DISTRIBUTION INC	286.40
3/3	FOLLETT SCHOOL SOLUTIONS, INC.	2,422.16
3/3	NAPA AUTO PARTS	291.53
3/3	BARNES & NOBLE BOOKSELLERS	99.95
3/3	UNIFIRST CORPORATION	2,575.36
3/3	OFFICE DEPOT, INC	3,851.11
3/3	SCHOOL SPECIALTY LLC	1,020.09
2/11	CENTERS FOR CHILDREN & FAMILIES	2,250.00
3/17	AMERICAN SALES AND SERVICE INC	1,744.00
3/17	AMERIPRIDE SERVICES INC.	395.11
3/17	BENCHMARK EDUCATION COMPANY	37,531.60
3/17	B-LINE FILTER & SUPPLY INC	465.58
3/17	BUCK'S WHEEL & EQUIPMENT COMPANY	384.46
3/17	AUTOMATIC ICE MACHINE	1,107.08

3/17	CONSOLIDATED ELECTRICAL DISTRIBUTORS	62.86
3/17	CONSOLIDATED ELECTRICAL DISTRIBUTORS	366.96
3/17	DEMCO INC	408.94
3/17	DIAMOND BUSINESS SERVICES INC	712.95
3/17	DICK BLICK COMPANY	1,248.09
3/17	DINAH MIGHT ADVENTURES	81.00
3/17	GLOBAL EQUIP CO	7,104.41
3/17	GOPHER SPORT	849.00
3/17	NO TEARS LEARNING INC.	248.82
3/17	LAKESHORE LEARNING	14,671.89
3/17	MANSON WESTERN LLC	465.00
3/17	ODESSA TORTILLA & TAMALE FACTORY INC.	908.60
3/17	MARK'S PLUMBING PARTS	200.20
3/17	MORRISON SUPPLY CO	1,200.99
3/17	MSC INDUSTRIAL SUPPLY CO.	2,429.65
3/17	O REILLY AUTO ENTERPRISES LLC	756.80
3/17	PIONEER DRAMA SERVICE	194.00
3/17	POSITIVE PROMOTIONS	924.36
3/17	SCHOLASTIC BOOK CLUB	450.00
3/17	SECURED DOCUMENT SHREDDING INC	80.00
3/17	SIMS PLASTIC INC	4,423.13
3/17	THE BOSWORTH LTD	19,351.85
3/17	UNITED STATES ACADEMIC	1,397.41
3/17	WEST MUSIC CO.	222.07
3/17	WOODWIND & BRASSWIND INC.	606.25
3/17	BILL WILLIAMS TIRE CENTER	1,149.72
3/17	EDMENTUM, INC	1,100.00
3/17	NAPA AUTO PARTS	959.00
3/17	NAPA AUTO PARTS	316.89
3/17	MULTICARE PLUS	75.00
3/17	TRANSMISSION SERVICE & SUPPLY INC	968.60
3/17	UNIFIRST CORPORATION	2,583.99
3/17	SEIDLITZ EDUCATION, LLC	5,600.00
3/17	PESI, INC.	299.00
3/17	OFFICE DEPOT, INC	3,382.41
3/17	AUDIO RESOURCES GROUP, INC.	2,700.00
3/17	ARAMARK UNIFORM \$ CAREER APPAREL GROUP INC.	1,439.40
3/17	SCHOOL SPECIALTY LLC	1,877.50
2/11	BRYAN PATRICK GRAY	105.00
2/11	DAVID DIAZ	135.00
2/11	JAMES P APPLGATE	391.04
2/11	MAX GUEVARA	135.00
2/11	MICHAEL FRANKE	135.00
2/11	RON ISGUAR	135.00
2/18	AARON ALEX MOLINA	12.38
2/18	ALBERT J VALENCIA	199.92
2/18	ALISHA SLIDER	46.53

2/18	AMANDA PADILLA	55.94
2/18	AMAZON CAPITAL SERVICES	19,020.61
2/18	AMERICAN RED CROSS	10.00
2/18	APPLE, INC	1,917.00
2/18	ATHLETIC SUPPLY INC	3,531.00
2/18	AUSTIN PERRIN	131.26
2/18	BELINDA K. MARTINEZ	22.73
2/18	BEST CHOICE RESTAURANTS LLC	645.05
2/18	BLUE STAR BUS SALES LTD	140.53
2/18	SPARKLIGHT	163.45
2/18	CASHWAY WEST, INC.	30.96
2/18	CDW-G	116,763.08
2/18	CHRIS MUNOZ	60.00
2/18	CLARISA ARRAS	89.21
2/18	CRISTINA FIGUEROA	25.31
2/18	DANIEL BUSTAMANTE	78.17
2/18	EASON HORTICULTURAL RESOURCES	1,398.66
2/18	ERIC UNTERBRINK	39.59
2/18	FULCRUM MANAGEMENT SOLUTIONS INC.	25,200.00
2/18	GARDENDALE WATER CO	131.50
2/18	IHS GLOBAL INC.	1,836.00
2/18	IMELDA BERZOZA	28.39
2/18	IRMA STEEN	15.90
2/18	ISABEL ARRAS-HUERTA	168.90
2/18	JIEUN PANDO	52.25
2/18	JIMENA WOLFLE	60.00
2/18	JUDITH CARMODY	31.47
2/18	KATHERINE A KUHN	250.00
2/18	KYLE RIPPE	60.03
2/18	LONE STAR LEARNING	379.96
2/18	LUNCH MONY INC	344.25
2/18	MARGARITA BROOKER	38.58
2/18	MARK BENNETT	3,700.00
2/18	MATTHEW HAYS	2,750.00
2/18	N-TUNE MUSIC & SOUND INC	2,799.13
2/18	NASCO EDUCATION LLC	485.46
2/18	NCS PEARSON INC	583.68
2/18	OFFICEWISE COMMERCIAL INTERIORS LLC	80.86
2/18	OLIVIA PORRAS	74.76
2/18	CATHERINE VARGAS	77.70
2/18	JERRY WORSTER	49.45
2/18	JERRY WORSTER	39.25
2/18	JERRY WORSTER	41.00
2/18	PAMELA DESPARROIS	61.37
2/18	PENSKE COMMERCIAL VEHICLES US LLC	1,005.50
2/18	PROPEL EDUCATION STRATEGIES, INC.	500.00
2/18	RAY DOMINGUEZ	24.19

2/18	REGION 18 EDUCATION SERVICE CENTER	184,266.00
2/18	ROCIO DAVILA	17.75
2/18	SARAH PATTON	42.95
2/18	SHALON JORDAN	27.32
2/18	SIRIA DUTCHOVER	44.01
2/18	THEODORE MCDONALD	62.89
2/18	TONIE LEMON	151.87
2/18	THE UNIVERSITY OF TEXAS AT AUSTIN	850.00
2/18	WEST TEXAS EDUCATORS	3,320.00
2/18	WHITNEY CREEKMORE	34.44
2/18	ZULEMA PALOMINO	92.06
2/18	ZULEMA PALOMINO	72.30
2/24	1ST CHOICE RESTAURANT EQUIPMENT & SUPPLY	3,658.35
2/24	4MATIV TECHNOLOGIES INC	35,000.00
2/24	ABILENE ISD	250.00
2/24	ALAN WILLIAMS	671.90
2/24	ALEXANDER RAMIREZ	300.00
2/24	AMANDA PARSONS	122.97
2/24	AMBER HARRIS	133.84
2/24	AMERICAN FAMILY LIFE & CANCER	423.28
2/24	AMERICAN FAMILY LIFE & CANCER	33.75
2/24	AMY ANDERSON	116.02
2/24	ANDREA VALERO	24.92
2/24	ANGELA AREBALOS	750.00
2/24	ANNIE NELSON	210.10
2/24	ANTHONY SCOTT	119.33
2/24	APPLE, INC	1,188.00
2/24	ASSOCIATES OF SUMMERTREE L.P.	6,945.20
2/24	ASSOCIATION OF TEXAS	2,801.52
2/24	AT&T	9,311.07
2/24	AT&T	7,853.03
2/24	AT&T	426.80
2/24	AT&T	7,847.44
2/24	AT&T	10,002.73
2/24	AT&T LONG DISTANCE	303.55
2/24	ATHLETIC SUPPLY INC	7,856.00
2/24	ATLANTIC BEVERAGE COMPANY LLC	13,502.16
2/24	ATMOS ENERGY	92,306.86
2/24	AUDRA MUNOZ	78.34
2/24	BANK OF NEW YORK MELLON	300.00
2/24	BARRON SERVICE PARTS CO INC	142.12
2/24	BEST CHOICE COFFEE SERVICES LLC	32.00
2/24	BIG DADDY'S	233.88
2/24	BIMBO BAKERIES USA	1,436.76
2/24	BJB, INC.	25.98
2/24	BLUEFIN LLC	38,346.59
2/24	BLUEFIN LLC	5,436.10

2/24	BLUEFIN LLC	28,620.86
2/24	BLUEFIN LLC	742.60
2/24	BRANDON MUGRAGE	200.00
2/24	BUREAU OF EDUCATION & RESEARCH	1,554.00
2/24	BYRNE BROS FOODS INC	9,272.00
2/24	SPARKLIGHT	2,452.72
2/24	CAVALLO ENERGY TEXAS LLC	83,486.45
2/24	CDW-G	103,771.53
2/24	CEBEY LLC	22,853.60
2/24	CIRCLE P RANCH SUPPLY, INC	138.00
2/24	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
2/24	COURTNEY M HARGIS	150.00
2/24	CROWN EQUIPMENT INC	194.85
2/24	DALE'S ALIGNMENT & BRAKE SERVICE INC	563.41
2/24	DS WATERS OF AMERICA INC	108.39
2/24	ECISD EDUCATION FOUNDATION	802.00
2/24	ECISD EDUCATION FOUNDATION	5,330.48
2/24	ECTOR COUNTY UTILITY DISTRICT	3,985.44
2/24	EDGAR A. LAZCANO	200.00
2/24	ELIZABETH SHOREY	84.72
2/24	EMILY CAMPBELL	72.00
2/24	FAMILY & CONSUMER SCIENCES	26.00
2/24	FERGUSON ENTERPRISES	4,309.20
2/24	FERGUSON FACILITIES SUPPLY	2,046.71
2/24	FIIX INC	2,080.00
2/24	FIRST FINANCIAL ADMINISTRATORS	35,331.91
2/24	FIRST FINANCIAL ADMINISTRATORS	1,087.93
2/24	FIRST FINANCIAL ADMINISTRATORS	1,906.33
2/24	FIRST FINANCIAL ADMINISTRATORS	17,236.96
2/24	FIRST FINANCIAL ADMINISTRATORS	11,485.15
2/24	FIRST FINANCIAL ADMINISTRATORS	7,612.36
2/24	FIRST FINANCIAL ADMINISTRATORS	101,306.84
2/24	FIRST FINANCIAL ADMINISTRATORS	3,309.01
2/24	FW WALTON DALLAS, LLC	992,908.65
2/24	G H DAIRY	47,221.27
2/24	GARDENDALE WATER CO	51.50
2/24	GRAINGER	3,259.35
2/24	HURT EXTERMINATING	33,026.49
2/24	HEARNE AND HEARNE INC	5,770.00
2/24	HEATHER DRIGGERS	48.89
2/24	HIGH PLAINS OF ODESSA ASSOCIATES L.P.	11,220.80
2/24	HOLLY ROBERTS	1,500.00
2/24	HORACE MANN INS CO	124.06
2/24	HUMBERTO HERNANDEZ JR.	1,692.48
2/24	IDAHO CHILD SUPPORT RECEIPTING	278.00
2/24	JOSH HULIN	400.00
2/24	JSA ARCHITECTS, INC.	825.00

2/24	JUDITH CAWLEY	130.00
2/24	JULIE FINCHER	55.60
2/24	KAY'S EMBLEMS INC	1,085.00
2/24	KEENAN & ASSOCIATES	8,220.00
2/24	KIMBERLY CARRASCO	100.29
2/24	KIRK THURMAN	150.00
2/24	KOGNITY USA INC	3,040.00
2/24	L WALLACE CONSTRUCTION CO., INC.	88,624.09
2/24	L&C SAFETY INC	5,587.40
2/24	LABATT FOOD SERVICE	90,509.28
2/24	LAURA SIKES	103.82
2/24	LIVESTOCKJUDGING.COM	200.00
2/24	LYNSEY WOODY	148.56
2/24	MAHIRA SALINAS	67.81
2/24	MARELI SANCHEZ	31.41
2/24	MARIA ZUBIATE	72.17
2/24	MIDLAND TRINITY PLACE ASSOCIATES LP	1,161.00
2/24	N J MALIN & ASSOCIATES LLC	1,339.49
2/24	N-TUNE MUSIC & SOUND INC	5,182.93
2/24	NASCO EDUCATION LLC	324.80
2/24	NATALIE GUARA	78.89
2/24	NATALIE THOMS	22.45
2/24	NCS PEARSON INC	819.00
2/24	NEW MEXICO CHILD SUPPORT	300.00
2/24	NEW MEXICO CHILD SUPPORT	659.00
2/24	NOBUYUKI SHIRAIISHI	94.63
2/24	ODESSA EAST ROTARY CLUB	60.00
2/24	ODESSA EAST ROTARY CLUB	60.00
2/24	ODESSA FAIRGREEN ASSOCIATES	7,775.60
2/24	ODESSA KINGS CROSSING ASSOCIATES L.P.	5,806.60
2/24	OFFICEWISE COMMERCIAL INTERIORS LLC	4,793.76
2/24	ONCE RAMOS LLC	450.00
2/24	RICARDO TIJERINA	48.25
2/24	PARKS BELL RANCH APARTMENTS II LLC	7,378.33
2/24	PATRICIA LOGAN	120.72
2/24	PBK ARCHITECTS, INC	14,100.00
2/24	PENSKE COMMERCIAL VEHICLES US LLC	477.48
2/24	QA ROOFING, INC.	9,387.75
2/24	REGION 13 EDUCATION SERVICE CENTER	390.00
2/24	REGION 18 EDUCATION SERVICE CENTER	300.00
2/24	REGION 18 EDUCATION SERVICE CENTER	900.00
2/24	RICARDO SANTIAGO	250.00
2/24	RICK YEAGER	207.07
2/24	RIGHT RX, LLC	16,440.00
2/24	RODNEY CHARLES ROMAN	900.00
2/24	SAM'S CLUB DIRECT	910.35
2/24	SELERIX SYSTEMS, INC	5,228.75

2/24	SEWELL FORD INC	469.32
2/24	SHELBY HILL	540.00
2/24	SHERWIN WILLIAMS (FLOORING)	199.80
2/24	STATE DISBURSEMENT UNIT	120.00
2/24	SWAGIT PRODUCTIONS, LLC	695.00
2/24	SWIM SHOPS OF THE SOUTHWEST	1,174.00
2/24	SYSCO USA, INC	1,558.31
2/24	TBC ODESSA COLLEGE BOOK STORE	8,516.10
2/24	TEXAS BOOK COMPANY	3,412.50
2/24	TEXAS AFT AMP	472.50
2/24	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	127.50
2/24	TEXAS CLASSROOM TEACHERS ASSOC	6,351.58
2/24	TEXAS DEPARTMENT OF PUBLIC SAFETY	87.00
2/24	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	648.62
2/24	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	92.00
2/24	TEXAS LIFE INSURANCE CO	116,088.00
2/24	TEXAS STATE TEACHERS ASSOCIATION	33,412.15
2/24	TEXAS TEACHERS	14,040.00
2/24	TEXAS TO GO LLC	3,042.00
2/24	THE ELMS OF MIDLAND ASSOCIATES, L.P.	2,025.00
2/24	IRWIN CONSULTING LLC	7,000.00
2/24	IRWIN CONSULTING LLC	14,500.00
2/24	TRELLIS COMPANY	704.96
2/24	TRELLIS COMPANY	574.43
2/24	TRELLIS COMPANY	582.10
2/24	TRELLIS COMPANY	641.10
2/24	TRELLIS COMPANY	601.42
2/24	TRELLIS COMPANY	343.24
2/24	UNITED PARCEL SERVICE INC	46.64
2/24	UNITED STATES TREASURY	54.00
2/24	UNITED WAY OF ODESSA	7,134.28
2/24	UNIVERSE TECHNICAL TRANSLATION INC	233.00
2/24	UNIVERSITY OF TX-PERMIAN BASIN	2,400.00
2/24	UTPB	1,200.00
2/24	US FOODS, INC.	235.20
2/24	VANCE WASHINGTON	780.00
2/24	VERIZON WIRELESS SERVICES LLC	3,129.00
2/24	W. DEAN WEIDNER	9,104.60
2/24	W. DEAN WEIDNER	40,273.70
2/24	W. DEAN WEIDNER	1,494.00
2/24	W. DEAN WEIDNER	2,449.80
2/24	W. DEAN WEIDNER	3,818.00
2/24	WAGNER SUPPLY COMPANY INC	12,460.66
2/24	WALTER DEAN WEIDNER GENERATION SKIPPING TRUST	8,188.09
2/24	WATSON TRUCK & SUPPLY	876.72
2/24	WEST TEXAS EDUCATORS	3,320.00
2/24	WEST TEXAS EDUCATORS	293,247.78

2/24	XEROX CORPORATION	39,417.16
2/25	W. DEAN WEIDNER	24,733.90
2/25	TEXAS STATE DISBURSEMENT UNIT (SDU)	1,425.00
3/3	ERIC CHAVEZ	350.00
3/3	ALAN WILLIAMS	1,534.19
3/3	ALEXA DURON	60.00
3/3	AMAZON CAPITAL SERVICES	1,851.69
3/3	AMERICAN RED CROSS	5.00
3/3	ANNA MCMEANS	20.00
3/3	ANNIE ARREDONDO	42.56
3/3	APPLE, INC	6,732.00
3/3	ASHLEY SELLERS	42.70
3/3	ASSOCIATION FOR COMPENSATORY EDUCATORS OF TEXAS	300.00
3/3	AT&T	510.97
3/3	AT&T MOBILITY	52.13
3/3	ATHLETIC SUPPLY INC	9,600.00
3/3	ATKINS HOLLMAN JONES PEACOCK	22,067.50
3/3	ATKINS HOLLMAN JONES PEACOCK	3,145.00
3/3	AUDIO ACOUSTICS HEARING CENTERS	2,335.00
3/3	BANK OF NEW YORK MELLON	500.00
3/3	BECKY RAMIREZ	37.07
3/3	BECKY RAMIREZ	14.49
3/3	BEST CHOICE COFFEE SERVICES LLC	304.00
3/3	BIMBO BAKERIES USA	1,167.03
3/3	BLUE CROSS BLUE SHIELD TEXAS	148,943.36
3/3	BLUE STAR BUS SALES LTD	437.53
3/3	BOOKBINDING & LAMINATING INC	1,595.00
3/3	BUSINESS PROFESSIONALS OF AMERICA	1,330.00
3/3	SPARKLIGHT	7,156.59
3/3	CAITLIN COUCH	33.15
3/3	CAROL ANN BRODERSEN	1,200.00
3/3	CDW-G	126,515.99
3/3	CELESTE POTTER	75.66
3/3	CHANNING FREEMAN	60.00
3/3	CHARLES AND LEZIEE CHURCHFIELD	7,032.48
3/3	CHICK-FIL-A ODESSA TOWN CENTER	453.24
3/3	CHRISIT R. GARCIA	3,096.00
3/3	CICI'S PIZZA	311.54
3/3	CIRCLE P RANCH SUPPLY, INC	413.30
3/3	CITY OF ODESSA	16,129.42
3/3	COCA-COLA SOUTHWEST BEVERAGES LLC	2,056.38
3/3	COURTNEY HALLCY	450.00
3/3	COURTNEY HALLCY	250.00
3/3	COURTNEY M HARGIS	150.00
3/3	CTBOOK HOLDINGS	1,392.95
3/3	CULLIGAN WATER CONDITIONING OF WEST TEXAS	50.00
3/3	CYNTHIA GONZALEZ	14.22

3/3	DAISY TRUJILLO	175.00
3/3	DEAN GARZA	915.00
3/3	DEAN GARZA	725.00
3/3	DEAN GARZA	900.00
3/3	DOAK HUDDLESTON	450.00
3/3	DOAK HUDDLESTON	300.00
3/3	DOMINO'S PIZZA	115.93
3/3	DS WATERS OF AMERICA INC	85.82
3/3	EASON HORTICULTURAL RESOURCES	298.82
3/3	ELISHA M VEGA	27.90
3/3	ELLEN SMITH	47.27
3/3	ETC MONTESSORI	3,290.80
3/3	FASTENAL COMPANY	713.60
3/3	FERGUSON FACILITIES SUPPLY	743.85
3/3	FERL GILES	654.50
3/3	FIRST FINANCIAL ADMINISTRATORS	98,112.33
3/3	FIRST FINANCIAL ADMINISTRATORS	22,627.86
3/3	FIRST FINANCIAL CAPITAL CORP	2,750.00
3/3	JACQUELINE H LIGHT	2,275.00
3/3	FRANCESCA FLORANCE	60.00
3/3	FRANCESCA FLORANCE	44.41
3/3	G H DAIRY	34,330.52
3/3	GARDENDALE WATER CO	129.00
3/3	GENEVA GARCIA	37.13
3/3	GRAINGER	6,207.37
3/3	GRANDE COMMUNICATIONS NETWORK LLC	467.65
3/3	GREENWOOD ISD	400.00
3/3	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	3,105.00
3/3	GUILLAUME BLANCHETTE	1,440.00
3/3	HURT EXTERMINATING	8,000.00
3/3	HEALTH SERVICES ADMINISTRATION	1,364.85
3/3	HEALTH SERVICES ADMINISTRATION	24,574.64
3/3	HEATHER DOLLOFF	27.78
3/3	IMAGERY GRAPHIC SYSTEMS	4,468.78
3/3	INVESTRUST	38,501.66
3/3	JD PALATINE LLC	45.00
3/3	JIEUN PANDO	32.20
3/3	JNT RESOURCES PARTNERS, LP	726.18
3/3	JNT RESOURCES PARTNERS, LP	25,400.28
3/3	JOHNNY SALDIVAR	43.18
3/3	JOHNNY SALDIVAR	10.70
3/3	JONATHAN AVILA	60.00
3/3	JONEISHA LOPEZ	71.85
3/3	JOSH HULIN	350.00
3/3	JUDITH CAWLEY	228.00
3/3	JULIE DRAINER	175.00
3/3	JULIE MENDOZA	4.09

3/3	KAY'S EMBLEMS INC	878.25
3/3	KENNETH KIPHART	142.29
3/3	KRISTI EICHER	351.90
3/3	KRONOS INC.	2,416.06
3/3	KRYSTAL STEFANI	60.00
3/3	LABATT FOOD SERVICE	105,575.30
3/3	LAWNMOWER SALES AND SERVICE, INC	1,063.73
3/3	LEONARD CURTIS CULWELL	55,000.00
3/3	LINDA GONZALES	285.78
3/3	LOA INVESTMENTS	300.00
3/3	LU ANN LANE	225.00
3/3	LUBBOCK ISD	200.00
3/3	LUZ MELENDEZ	24.64
3/3	MACK GIPSON	350.00
3/3	MAGALIY NAVARRETE	100.00
3/3	MARINA BERRY	26.49
3/3	MARISELA SAMPLE	100.00
3/3	MARK DAWSON	680.00
3/3	MARK KNOX FLOWERS	122.27
3/3	MARK VARELA	250.00
3/3	MATIAS PATINO	300.00
3/3	MATIAS PATINO	300.00
3/3	MCGRAW - HILL SCHOOL	21,109.40
3/3	MELINA RENTERIA	55.38
3/3	MELISSA COOPER	8.74
3/3	METLIFE	129,908.86
3/3	MICAH PETTIGREW	40.48
3/3	MICHAEL HAWLEY	80.00
3/3	MISTY MICHELLE MORGAN	282.68
3/3	MISTY STEWART	20.22
3/3	MISTY STEWART	14.49
3/3	MOISES CASTRO	60.00
3/3	MONICA YBARRA	42.73
3/3	N-TUNE MUSIC & SOUND INC	70.75
3/3	NASCO EDUCATION LLC	308.40
3/3	NATIONAL COUNCIL OF SUPERVISORS OF MATHEMATICS	385.00
3/3	NATIONAL COUNCIL OF SUPERVISORS OF MATHEMATICS	385.00
3/3	NATIONAL COUNCIL OF TEACHER OF MATHEMATICS	48.37
3/3	SUPERIOR VISION INSURANCE, INC.	28,608.10
3/3	NCS PEARSON INC	964.00
3/3	NIMBUS DRINKING WATER SYSTEMS	182.00
3/3	NWEA	10,000.00
3/3	SEWCO INC DBA OFFICEWISE FURNITURE & SUPPLY	1,065.06
3/3	OFFICEWISE COMMERCIAL INTERIORS LLC	12,379.69
3/3	OHS GRAPHIC DESIGN	54.13
3/3	LELONIE WERTS	69.00
3/3	LELONIE WERTS	25.00

3/3	LELONIE WERTS	269.50
3/3	PENSKE COMMERCIAL VEHICLES US LLC	782.22
3/3	JIMMIE DO GAYLOR	270.00
3/3	PERMIAN SEPTIC, INC.	500.00
3/3	PETER C GORMAN	2,250.00
3/3	PETROLEUM TRADERS CORPORATION	20,979.70
3/3	RACHEL PENA	500.00
3/3	REGION 18 EDUCATION SERVICE CENTER	45.00
3/3	REGION 20 EDUCATION SERVICE CENTER	100.00
3/3	RICARDO SANTIAGO	200.00
3/3	RIOS WADDLETON	111.95
3/3	RITA LOPEZ	57.21
3/3	RODNEY CHARLES ROMAN	500.00
3/3	ROSA'S CAFE / BOBBY COX Co.	292.86
3/3	ROSAS CAFE / BOBBY COX Co.	139.95
3/3	RYAN JACKSON	200.00
3/3	SAMUEL GONZALEZ	350.00
3/3	SAMUEL GONZALEZ	250.00
3/3	SARAH R AGUIRRE	14.22
3/3	SEWELL FORD INC	223.68
3/3	SHELBY HILL	105.00
3/3	SHERWIN WILLIAMS	194.40
3/3	SKL ENTERPRISES	500.00
3/3	SONIA CAMPOS	60.00
3/3	SONIA ROCHA	44.18
3/3	SOUTHEASTERN PERFORMANCE	1,998.76
3/3	STANFORD TICKET OFFICE	11,800.00
3/3	STEPHANIE VILLAVICENCIO GARCIA	9.83
3/3	STETSON & ASSOCIATES, INC.	500.00
3/3	SWIVL INC	16,406.00
3/3	TEXAS BOOK COMPANY	38,927.69
3/3	TERESA OWENS	33.15
3/3	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	279.00
3/3	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	519.00
3/3	THE CINCINNATI LIFE INS. CO	407.28
3/3	THE HON COMPANY LLC	4,473.35
3/3	THOMSON REUTERS	335.00
3/3	TOTAL COMPENSATION GROUP INVESTMENT	1,532.70
3/3	ERS - TEXAS SOCIAL SECURITY PROGRAM	91.00
3/3	TYLER THOMPSON	100.27
3/3	UIL MUSIC REGION 6	1,000.00
3/3	UIL MUSIC REGION 6	500.00
3/3	UIL MUSIC REGION 6	1,000.00
3/3	UNDERWOOD LAW FIRM PC	55,000.00
3/3	UNITED REFRIGERATION	439.12
3/3	UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION	18,000.00
3/3	VALERIE HELITON	79.86

3/3	VOLUNTEERNOW	16,367.00
3/3	VTL INC.	5,595.82
3/3	WAGNER SUPPLY COMPANY INC	17,965.73
3/3	WATSON TRUCK & SUPPLY	638.72
3/3	WILLIAM H BOYD	9,000.00
3/3	XEROX CORPORATION	10,269.98
3/3	ZULEMA PALOMINO	37.46
3/5	LRP CONFERENCE. LLC	6,000.00
3/5	NC CHILD SUPPORT CENTRALIZED COLLECTIONS	382.00
3/5	TRELLIS COMPANY	458.66
3/5	WEST TEXAS EDUCATORS	3,320.00
3/17	806 TECHNOLOGIES INC.	22,000.00
3/17	ABILENE HIGH SCHOOL	175.00
3/17	ADRIAN CHACON	500.00
3/17	AMAZON CAPITAL SERVICES	14,337.16
3/17	AMAZON CAPITAL SERVICES	5,131.82
3/17	AMERICAN EXPRESS	7,674.43
3/17	APOGEE COMPONENTS	3,171.27
3/17	APPLE, INC	66,582.00
3/17	ARA OF ODESSA	884.00
3/17	ASSOCIATES OF SUMMERTREE L.P.	6,945.20
3/17	AT&T	132.66
3/17	AT&T	10,011.63
3/17	ATHLETIC SUPPLY INC	27,469.75
3/17	ATMOS ENERGY	92,568.24
3/17	BATTS AUDIO, VIDEO & LIGHTING	844.00
3/17	BEST CHOICE RESTAURANTS LLC	967.50
3/17	BIG ROCK EDUCATIONAL SERVICE LLC	50,000.00
3/17	BIMBO BAKERIES USA	1,527.24
3/17	BLUE STAR BUS SALES LTD	34.52
3/17	BLUEFIN LLC	3,015.72
3/17	BLUEFIN LLC	10,556.37
3/17	BLUEFIN LLC	1,220.41
3/17	BLUEFIN LLC	9,018.57
3/17	BLUEFIN LLC	12,222.38
3/17	BLUEFIN LLC	57,241.72
3/17	BLUEFIN LLC	12,620.35
3/17	BLUEFIN LLC	4,162.73
3/17	BRANDON MURRAY	450.00
3/17	BRAZOS DOOR & HARDWARE	9,501.80
3/17	BRYAN HARGROVE	75.00
3/17	BRYAN HARGROVE	155.00
3/17	SPARKLIGHT	2,694.15
3/17	SPARKLIGHT	185.48
3/17	CAMBRIDGE EDUCATIONAL SERVICES INC.	3,657.66
3/17	CAROLINA VASQUEZ	21.50
3/17	CASHWAY WEST INC	17.99

3/17	CATHERINE MCLEOD	22.12
3/17	CDW-G	24,249.19
3/17	CELESTE POTTER	34.78
3/17	CENGAGE LEARNING	1,533.00
3/17	CHARLES AND LEZIEE CHURCHFIELD	7,922.88
3/17	CHARTER WASTE INC.	36.60
3/17	CIRCLE P RANCH SUPPLY, INC	1,141.24
3/17	CITY OF ODESSA WATER DEPT	89,933.27
3/17	COCA-COLA SOUTHWEST BEVERAGES LLC	1,212.91
3/17	COLLEGE ENTRANCE EXAMINATION BOARD	1,598.00
3/17	COMMERCIAL FOOD SERVICE	543.00
3/17	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
3/17	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
3/17	COURTNEY M HARGIS	75.00
3/17	COURTNEY M HARGIS	150.00
3/17	CROWN EQUIPMENT INC	100.00
3/17	CRYSTAL PENA	4.48
3/17	DEBORAH LIEB	88.59
3/17	DOMINO'S PIZZA	158.75
3/17	DS WATERS OF AMERICA INC	143.16
3/17	ECTOR COUNTY UTILITY DISTRICT	5,730.09
3/17	ECTOR SUCCESS ACADEMY NETWORK	132,199.78
3/17	EDGAR A. LAZCANO	175.00
3/17	ELIAS JIMENEZ	225.00
3/17	ELIZABETH QUINTELA	61.88
3/17	ETC MONTESSORI	487.13
3/17	FASTENAL COMPANY	453.10
3/17	FERGUSON FACILITIES SUPPLY	13,158.25
3/17	FLOCABULARY	2,500.00
3/17	G H DAIRY	30,107.39
3/17	GARDENDALE WATER CO	79.00
3/17	GOODSON SERVICE COMPANY	279.49
3/17	GRAINGER	3,992.36
3/17	GRANDE COMMUNICATIONS NETWORK LLC	8,025.00
3/17	HURT EXTERMINATING	22,250.60
3/17	HEATHER DOLLOFF	27.44
3/17	HORTENCIA DEL BOSQUE	17.86
3/17	HOUSTON ISD	1,175.29
3/17	HUMBERTO HERNANDEZ JR.	15,934.62
3/17	INFECTION CONTROLS INC	159,992.06
3/17	INK LION DESIGNS, LLC	1,771.45
3/17	INSTRUCTIONAL MATERIALS COORDINATORS ASSOCIATION	590.00
3/17	INTERNATIONAL ASSURANCE	60,592.56
3/17	JOHNNY SALDIVAR	28.39
3/17	JSA ARCHITECTS, INC.	412.50
3/17	K. B. SAFE & LOCK CO	70.00
3/17	KEENAN & ASSOCIATES	8,187.00

3/17	KIRK THURMAN	75.00
3/17	KIRK THURMAN	150.00
3/17	L WALLACE CONSTRUCTION CO., INC.	15,344.41
3/17	L&C SAFETY INC	1,974.60
3/17	LABATT FOOD SERVICE	31,586.70
3/17	LAWNMOWER SALES AND SERVICE, INC	1,352.50
3/17	LEAD4WARD LLC	3,500.00
3/17	LENNOX INDUSTRIES INC	2,061.00
3/17	LEONARD CURTIS CULWELL	45,000.00
3/17	LITHIA CO. INC.	459.11
3/17	LUNCH MONY, INC.	754.93
3/17	LUNCH MONY INC	1,712.28
3/17	LVR COMMERCIAL FLOORING	8,845.88
3/17	MANDY HINOJOS	23.17
3/17	MANDY HINOJOS	122.66
3/17	MANDY HINOJOS	26.10
3/17	MARK BENNETT	3,700.00
3/17	MARK KNOX FLOWERS	104.44
3/17	MICHELLE MADRID	95.96
3/17	MICHELLE MADRID	14.06
3/17	MIDLAND TRINITY PLACE ASSOCIATES LP	1,161.00
3/17	N-TUNE MUSIC & SOUND INC	30,115.92
3/17	NASCO EDUCATION LLC	292.40
3/17	NATIONAL RESTAURANT ASSOCIATION	3,924.00
3/17	NCS PEARSON INC	5,198.25
3/17	NEARPOD INC	2,250.00
3/17	NIMBUS DRINKING WATER SYSTEMS	73.00
3/17	ODESSA FAIRGREEN ASSOCIATES	7,775.60
3/17	ODESSA KINGS CROSSING ASSOCIATES L.P.	5,806.60
3/17	SEWCO INC DBA OFFICEWISE FURNITURE & SUPPLY	5,349.84
3/17	OFFICEWISE COMMERCIAL INTERIORS LLC	33,562.99
3/17	ONYX GENERAL CONTRACTORS LLC	49,801.69
3/17	ONYX GENERAL CONTRACTORS LLC	27,291.60
3/17	OPAL BOOZ & ASSOC	418.95
3/17	PBK ARCHITECTS, INC	23,500.00
3/17	PEAK ROOFING INC	501,005.30
3/17	PENSKE COMMERCIAL VEHICLES US LLC	1,036.68
3/17	JIMMIE DO GAYLOR	901.36
3/17	PETROLEUM TRADERS CORPORATION	28,344.32
3/17	PLASCO ID HOLDING LLC	1,352.88
3/17	POST HOLDING, INC.	11,520.00
3/17	QEP PROFESSIONAL BOOKS	575.00
3/17	RANDY STUART	155.00
3/17	RICARDO SANTIAGO	225.00
3/17	RIGHT RX, LLC	16,374.00
3/17	RR & E SERVICES LLC	2,175.00
3/17	RYAN JACKSON	225.00

3/17	SAM'S CLUB DIRECT	1,198.35
3/17	SAM'S CLUB DIRECT	1,360.56
3/17	SAM'S CLUB DIRECT	904.73
3/17	SCHOLASTIC INC	2,714.78
3/17	SCHREIBER FOODS INTERNATIONAL	19,322.30
3/17	SECUREDOKS INC	4,800.00
3/17	SEWELL FORD INC	44.09
3/17	SHANNON CRISWELL	35.95
3/17	SHIRLEE ALEXANDER	2,275.00
3/17	SILSBEE FORD	157,962.50
3/17	SKL ENTERPRISES	500.00
3/17	SOUTHWEST TEXAS EQUIPMENT DISTRIBUTORS, INC	28,542.00
3/17	STARR COMMONWEALTH	78.00
3/17	STEPHANIE EVANS	32.48
3/17	STEPHANIE MARIN	22.68
3/17	STEPHEN MOSS	4,374.00
3/17	STEWART & STEVENSON LLC	63.91
3/17	SWAGIT PRODUCTIONS, LLC	695.00
3/17	SYSCO USA, INC	17,947.32
3/17	TEXAS BOOK COMPANY	1,764.85
3/17	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	255.00
3/17	TEXAS EXCAVATION SAFETY SYSTEM, INC.	9.50
3/17	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
3/17	TEXAS TO GO LLC	3,315.00
3/17	THE ELMS OF MIDLAND ASSOCIATES, L.P.	2,025.00
3/17	THE HON COMPANY LLC	3,236.81
3/17	TOTAL COMPENSATION GROUP INVESTMENT	1,532.48
3/17	TROPHY DEN	19.00
3/17	TRUE NORTH CONSULTING GROUP, INC.	33,250.00
3/17	UIL MUSIC REGION 6	1,000.00
3/17	UNDERWOOD LAW FIRM PC	45,000.00
3/17	UNITED REFRIGERATION	316.70
3/17	THE UNIVERSITY OF TEXAS AT AUSTIN	15,000.00
3/17	VERIZON WIRELESS SERVICES LLC	3,131.42
3/17	VERNELL FOBBS	3,330.00
3/17	W. DEAN WEIDNER	24,733.90
3/17	W. DEAN WEIDNER	9,104.60
3/17	W. DEAN WEIDNER	40,240.31
3/17	W. DEAN WEIDNER	1,494.00
3/17	W. DEAN WEIDNER	2,449.80
3/17	W. DEAN WEIDNER	3,818.00
3/17	WAGNER SUPPLY COMPANY INC	2,366.94
3/17	WALSH GALLEGOS TREVINO RUSSO & KYLE P.C.	698.50
3/17	WALTER DEAN WEIDNER GENERATION SKIPPING TRUST	6,651.50
3/17	WEST TEXAS CHAPTER TASO	175.00
3/17	WEST TEXAS CHAPTER TASO	100.00
3/17	JOSTENS	6,909.89

3/17	WILLIAM YBARRA	75.00
3/17	WILLIAMS PAVING & EXCAVATION. INC	2,800.00
3/17	XEROX CORPORATION	426.26
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	750.00
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 7,206,110.76



REQUEST FOR APPROVAL OF ACCEPTANCE OF DONATIONS OVER \$10K

Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

- a. \$29,600 from the Education Foundation for the Sally Anne Powell Memorial Art Scholarship. The funds will be accounted for in a scholarship fund.
- b. \$10,000 from Chevron through the Education Foundation to support Project Lead the Way for Teaching Materials and Fees. The funds will be accounted for in the Education Foundation Fund 482.
- c. \$10,000 from Chevron through the Education Foundation to support Project Lead the Way for General Supplies. The funds will be accounted for in the Education Foundation Fund 482.
- d. \$10,000 from All-Brite LLC/Red8 Marketing for the Awards for Excellence Sponsorship. The funds will be accounted for in the Education Foundation Fund 482.
- e. \$10,000 from Investment Corp of America for \$1,000 for Awards for Excellence Sponsorship and \$9,000 for the ECISD Memorial Scholarship Fund. The funds will be accounted for in the Education Foundation Fund 482 and the Memorial Scholarship Fund.



**REQUEST FOR APPROVAL OF THE WAIVER FOR THE GRADUATION
REQUIREMENT FOR INSTRUCTION IN CARDIOPULMONARY
RESUSCITATION (CPR)**

Waiver for the Graduation Requirement for Instruction in Cardiopulmonary Resuscitation (CPR).

Texas Education Code §74.38 requires school districts and open-enrollment charter schools to provide instruction to students in grades 7 through 12 in cardiopulmonary resuscitation (CPR). In ECISD, the CPR instruction is delivered during the week of graduation for all seniors. Due to the large number of seniors that are remote learners, the school district is requesting a waiver of the requirement from the Commissioner.

Administrative Recommendation:

It is recommended that the Board of Trustees approve the waiver for the Graduation Requirement for Instruction in Cardiopulmonary Resuscitation (CPR).

1. Please visit TEA’s webpage on State Waivers to access general information about the waiver process: <https://tea.texas.gov/texas-schools/waivers/state-waivers>
2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf>
3. Once in the TEAL waiver application, under the “Create New Waiver” tab, select the waiver type “**Other Waiver**” to create and submit a request for waiver of the CPR Instruction Requirement for seniors in the 2020-2021 school year due to circumstances related to COVID-19.
4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
5. For the section titled “Waiver Description” please use the language:
“Waiver from the CPR instruction requirement for seniors due to COVID-19”
6. For “General Questions #1”, please use the language:
“Waiver from the CPR instruction requirement for seniors due to COVID-19”
7. For “General Questions #2”, please enter: “N/A”
8. For “General Question #3”, please use the language:
“TEC 28.0023 and applicable rules in TAC 74.38”
9. For “General Question #4”, please enter: “N/A”
10. For “General Question #5”, please enter: “N/A”
11. For “General Question #6”, please enter: “N/A”
12. For “Requested Years”, please select only “2020-2021”
13. For “LEA Attachments”, please include the Board agenda from meeting in which the waiver application request was approved.
14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review and Submit** button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.

The CPR instruction requirement waiver for seniors must be submitted by **June 30, 2021**. The deadline date cannot be extended.



REQUEST FOR APPROVAL OF ADDING BUENA VISTA ISD AS A MEMBER DISTRICT OF THE ECTOR COUNTY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

The purpose of this Agreement is to add Buena Vista ISD to the Regional Day School Program for the Deaf Shared Service Agreement for the efficient delivery of legally required special education services to eligible students who are deaf or hard of hearing within the boundaries of ESC, Region 18. It is agreed and understood that any district in Region 18 with a student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Ector County Regional Day School Program for the Deaf subject to the Admission, Review, and Dismissal (ARD) Committee recommendations.

This agreement will be in effect until the member district decides to pull out of the arrangement.

It is recommended that the Board of Trustees approves adding Buena Vista ISD as a member district of the Ector County Regional Day School Program for the Deaf Shared Services Arrangement Agreement as presented.

ECTOR COUNTY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICES ARRANGEMENT AGREEMENT

Ector County Independent School District ("ECISD"), an accredited kindergarten through grade twelve (12) school district, shall provide a Regional Day School Program for the Deaf ("RDSPD"), as described herein under the authority of Education Code § 29.007 and Texas Government Code § 791.001 et seq., as the ECTOR COUNTY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("Ector County RDSPD"), for students in the following districts:

Andrews Independent School District, Big Spring Independent School District, Buena Vista Independent School District, Coahoma Independent School District, Crane Independent School District, Ector County Independent School District, Forsan Independent School District, Fort Stockton Independent School District, Glasscock County Independent School District, Grady Independent School District, Grandfalls-Royalty Independent School District, Greenwood Independent School District, Iraan-Sheffield Independent School District, Kermit Independent School District, McCamey Independent School District, Midland Independent School District, Monahans-Wickett-Pyote Independent School District, Pecos-Barstow-Toyah Independent School District, Rankin Independent School District, Reagan County ISD, Stanton ISD, and other ESC Region 18 school districts as needed.

Member Districts agree that:

1. General Requirements:

- 1.1 The RDSPD SSA will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the American with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; TEA's Financial Accountability System Resource Guide Volume 13, section 1.3; and the Ector County RDSPD SSA policies and administrative guidelines approved by the Management Board, if any.

- 1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.
- 1.3 The purpose of this written contract ("Agreement") is to create a cooperative arrangement ("SSA") whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing within the boundaries of ESC, Region 18. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Ector County RDSPD, subject to the Admission, Review, & Dismissal (ARD) Committee recommendations.
- 1.4 PEIMS student data will be reported to TEA by the District in which the student is enrolled and receiving RDSPD services. The District that submits PEIMS student data will be considered the district of accountability for AYP and AEIS considerations. The Fiscal Agent and Member Districts must provide a PEIMS 011 record. Member Districts may report participation in more than one RDSPD SSA. Member Districts must indicate the fiscal agent county district number (068-901) in the E0777 data element on the PEIMS 011 record.
- 1.5 The ECTOR COUNTY RDSPD's administrative offices will be located in Odessa, Texas.

2. Member Responsibilities:

- 2.1 Member Districts agree that any funds assessed under Ector County RDSPD SSA policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a statement from the Fiscal Agent.
- 2.2 Notwithstanding section 6.2, each Member District will be liable for any costs associated with its residentially-placed students. This includes any transportation costs incurred as a result of a District's initiated placement in the Texas School for the Deaf.

- 2.3 Notwithstanding section 6.2, each Member District will be liable for any costs associated with its students' participation in extracurricular activities including, but not limited to, interpreter services and transportation.
- 2.4 Notwithstanding section 6.2, each Member District will be liable for any other cost of a service that relates solely to an individual student that may be construed as a "low incidence" or "high cost" service.
- 2.5 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Ector County RDSPD operations.
- 2.6 Member Districts shall provide suitable and sufficient classroom space to accommodate students of the program who are auditory impaired.
- 2.7 A Member District may withdraw from the Ector County RDSPD SSA by notifying the Management Board in writing by December 15 proceeding the last fiscal year the Member District intends to remain in the Ector County RDSPD SSA. Upon delivery of such notice, the Member's withdrawal from the Ector County RDSPD SSA shall be effective June 30. The withdrawing Member District shall return any supplies, equipment, or fixtures in its possession, purchased with SSA funds, to the Ector County RDSPD offices, prior to or by the effective June 30. Upon withdrawal of an individual Member District, the funds due the withdrawing Member District, after charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share in Section 6.2 herein.
- 2.8 Member Districts agree that other ESC Region 18 school districts ("New Districts") may be admitted and become a "Member District" to the Agreement without written approval by each currently participating district for so long as the new district agrees to abide by and be bound by all of the terms of the Agreement and any amendments thereto.
- 2.9 Should a Local Education Agency ("LEA") seek to become a Member District of the Ector County RDSPD SSA, a written request must be provided to the RDSPD Program Supervisor for consideration. In order for such request to be granted,

the requesting LEA must provide documentation (Certificate) of its Board of Trustees approval of this Agreement and acceptance of the LEA as a Member District must be approved by the Fiscal Agent's Board of Trustees.

3. Nonmember Participation:

- 3.1 The Ector County RDSPD may provide services to students of any district that is not a member of the Ector County RDSPD SSA or to any Member District who has a student that is not enrolled in the Ector County RDSPD conditioned upon said district contracting and agreeing to pay for said services by executing a contract in the form as attached hereto as Exhibit A.

4. Management Board:

- 4.1 ECISD, hereby designated as the fiscal agent ("Fiscal Agent") under this SSA, shall have the authority for the governing of the Ector County RDSPD and shall establish a SSA Management Board ("Management Board") comprised of the Special Education Directors for each of the Member Districts or their designees.
- 4.2 The role and responsibility of the Management Board shall be to act in an advisory capacity to the Fiscal Agent.
- 4.3 The Fiscal Agent's Special Education Director will serve as chairperson of the Management Board and the chairperson shall designate a person or persons to maintain minutes of each Management Board meeting.
- 4.4 The Management Board will meet, at least annually, to review the SSA Agreement. The RDSPD Program Supervisor may present an annual status report on the Ector County RDSPD to the Management Board.

5. Fiscal Agent

- 5.1 Ector County Independent School District shall serve as the Fiscal Agent. Ector County Independent School District acknowledges that it is an accredited Texas

school district and that it offers grades kindergarten through 12. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.

- 5.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the adopted budget. The Fiscal Agent shall provide accounting services, reports, Ector County RDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Ector County RDSPD SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

- 5.3 The Fiscal Agent is responsible for preparing the operational budget for the Ector County RDSPD. The Fiscal Agent will account for salaries and expenses of Ector County RDSPD personnel and Ector County RDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; State Deaf funds; and any other funding received for the purpose of furthering this program. Member District per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations.

- 5.4 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Ector County RDSPD policy. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

- 5.5 The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request ADA compliance by each service provider.

- 5.6 The Fiscal Agent must notify the Member Districts of any intention to withdraw as Fiscal Agent of the SSA on or before December 31 (no less than one year) preceding the last fiscal year it intends to serve as Fiscal Agent. It is agreed and

understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 one year preceding the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1 of the last fiscal year. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent.

- 5.7 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a Member District as Fiscal Agent. Any Member District who may be appointed to serve as Fiscal Agent has the option to refuse to serve as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent.

6. Fiscal Practices

- 6.1 The Ector County RDSPD will operate on a budget prepared by the Program Supervisor and Fiscal Agent Special Education Director and approved by the Fiscal Agent's Board of Trustees.
- 6.2 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and RDSPD office staff, as well as any uncontrollable costs, incurred by the Ector County RDSPD, over and above the amount of state deaf and/or federal funds, shall be assessed as follows:

Each Member District's share of such excess costs shall be determined by multiplying the total excess costs by a fraction, the numerator of which is the number of students of the Member District in the program and the denominator of which is the total number of students served by the program.

- 6.3 Member Districts will be notified in writing, regarding the costs, as indicated in Section 6.2, to be charged back to Member Districts and what the maximum total of their shared excess costs are estimated to be.

- 6.4 A Member District shall not be responsible for any costs associated with the Ector County RDSPD SSA unless such Member District has a student receiving services from the Ector County RDSPD.
- 6.5 The Ector County RDSPD Program Supervisor may purchase goods and services necessary to administer and operate the Ector County RDSPD. All non-consumable instructional materials shall be deemed property of the Ector County RDSPD when such supplies and materials are purchased with Ector County RDSPD funds.

7. Personnel

- 7.1 The chief administrator of the Ector County RDSPD will be the Program Supervisor. The Program Supervisor shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Program Supervisor and do not require Management Board action. The budget is available for review by the Management Board. The Fiscal Agent Special Education Director, on behalf of the Fiscal Agent, will determine the extent of the administrative authority of the Program Supervisor. The Program Supervisor shall be under the supervision of the Fiscal Agent Special Education Director. All personnel will be appropriately certified or licensed to perform any applicable services.
- 7.2 Ector County RDSPD employees are employed by the Fiscal Agent and are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Ector County RDSPD SSA operating guidelines and procedures. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel. Any Member District that has an employee that serves only that district shall be individually responsible for screening, interviewing, hiring, terminating and the expense of that employee.

- 7.3 Except as provided in Section 7.2, any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of, the Fiscal Agent.
- 7.4 The Fiscal Agent shall be responsible for evaluating deaf education personnel pursuant to the evaluation policies and procedures of the Fiscal Agent. Member Districts may provide evaluation input for employees providing itinerant services to Ector County RDSPD students at the discretion of the Program Supervisor.

8. Transportation

- 8.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

9. Risk of Loss

- 9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damages to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.
- 9.2 Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

10. Legal Responsibilities

- 10.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").
- 10.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

- 10.3 If the Ector County RDSPD is a named party in a legal action, the Member District wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the RDSPD for any legal costs incurred by the Ector County RDSPD.
- 10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.
- 10.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.
- 10.6 The Member Districts of this SSA contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the Member Districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

11. Dissolution

- 11.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent shall notify TEA of the SSA's intent to dissolve by February 1 prior to the end of the fiscal year it intends to remain an

SSA. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts based on a prorated share determined by the number of students being served on December 1 of the year the SSA dissolves. The dissolution will take effect July 1 after the first January 1 following the dissolution vote.

- 11.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

12. The Agreement

- 12.1 This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this agreement.
- 12.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Ector County RDSPD SSA.
- 12.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.
- 12.4 This Agreement is governed by the laws of the State of Texas.
- 12.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.
- 12.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
- 12.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

12.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Executed this 21 day of JANUARY, 2021

BUENA VISTA INDEPENDENT SCHOOL DISTRICT

BY: Veronica Mandujano DATE: 1-21-2021

BOARD PRESIDENT

Certificate of Shared Service Arrangement with
BUENA VISTA **ISD**

The undersigned, as the Secretary of the above named school district does hereby certify that the attached Regional Day School Program for the Deaf Shared Services Arrangement Agreement ("Agreement") was duly signed and executed by the President of the Board of Trustees of the above named district at a meeting or after a meeting that was lawfully called and held wherein the Board of Trustees of the above named district approved the Agreement.

Witness my signature this 21 day of JANUARY, 2021.

Secretary's Signature DeAnn Crawford

BUENA VISTA Independent School District is standing as a Member District of the Ector County RDSPD SSA was duly considered at a lawfully called and held Board meeting and is hereby granted.

ECUSD Board President

Date



REQUEST FOR APPROVAL OF THE HYBRID INSTRUCTION DURING DISTRICT-SCHEDULED TESTING DAYS FOR K-8 STUDENTS WAIVER

For students in Kindergarten through grade 8, districts may require students who are not scheduled to take an assessment to learn remotely on district-scheduled testing days in order to reduce the number of individuals on a campus at any one time and increase the number of remote students that come on campus to take the assessment.

This waiver applies for district-scheduled testing days of STAAR, TELPAS online assessments, PSAT-8, and ACT Aspire. For STAAR, this waiver should be limited to 10 days across the April and May STAAR administrations. For all other assessments, this should be limited to a maximum of five days per administration. Districts should use other flexibility (e.g., extended windows) to ensure that this impacts the minimum number of students possible. Districts should have a communication plan in place to encourage as many remote students as possible to participate in the assessment.

Administrative Recommendation:

It is recommended that the Board of Trustees approve the waiver for Hybrid Instruction During District-Scheduled Testing Days for K-8 Students.



Hybrid Instruction During District-Scheduled Testing Days for K – 8th Grade Students Waiver

SECTION I: Requirements

For students in Kindergarten through grade 8, districts may require students who are not scheduled to take an assessment to learn remotely on district-scheduled testing days in order to reduce the number of individuals on a campus at any one time and increase the number of remote students that come on campus to take the assessment.

This waiver applies for district-scheduled testing days of STAAR, TELPAS online assessments, PSAT-8, and ACT Aspire. For STAAR, this waiver should be limited to 10 days across the April and May STAAR administrations. For all other assessments, this should be limited to a maximum of five days per administration. Districts should use other flexibility (e.g., extended windows) to ensure that this impacts the minimum number of students possible. Districts should have a communication plan in place to encourage as many remote students as possible to participate in the assessment.

All waivers will be conditionally approved upon receipt but may be subject to further review by TEA. In the event one of these testing days has already occurred, waivers can be submitted now and approvals can be granted retroactively.

SECTION II: Request

LEA Name & CDN: Ector County Independent School District 068901

How many students are learning on campus (by campus name and CDCN)?

Bonham Middle School 068901042 has a total of 1032 students learning on campus
Bowie Middle School 068901043 has a total of 1163 students learning on campus
Crockett Middle School 068901044 has a total of 1042 students learning on campus
Wilson & Young Medal School of Honor 068901045 has a total of 1229 students learning on campus
Nimitz Middle School 068901046 has a total of 1406 students learning on campus
Ector College Prep Success Academy 068901047 has a total of 1348 students learning on campus

Gale Pond Alamo STEAM Academy 068901101 has a total of 387 students learning on campus
Austin Montessori Magnet 068901102 has a total of 451 students learning on campus
Burlison Elementary 068901103 has a total of 486 students learning on campus
Burnet Elementary 068901104 has a total of 506 students learning on campus
Cameron dual language magnet 068901105 has a total of 593 students learning on campus
Dowling Elementary 068901106 has a total of 408 students learning on campus
Goliad Elementary 068901110 has a total of 512 students learning on campus
Gonzales Elementary 068901111 has a total of 466 students learning on campus
Hays STEAM Academy 068901112 has a total of 433 students learning on campus
Sam Houston Elementary 068901113 has a total of 387 students learning on campus
Ireland Elementary 068901114 has a total of 487 students learning on campus
Milam Fine Arts Magnet 068901116 has a total of 610 students learning on campus
Reagan Elementary 068901118 has a total of 617 students learning on campus
Ross Elementary 068901119 has a total of 378 students learning on campus
San Jacinto Elementary 068901121 has a total of 481 students learning on campus
Blanton Elementary 06891125 has a total of 493 students learning on campus
Murry Fly Elementary 068901126 has a total of 841 students learning on campus
Blackshear Magnet Elementary 068901127 has a total of 668 students learning on campus
Lyndon B. Johnson Elementary 068901128 has a total of 607 students learning on campus
Barbara Jordan Elementary 068901129 has a total of 624 students learning on campus
Lauro Cavazos Elementary 068901130 has a total of 724 students learning on campus
Edward K. Downing Elementary 069801131 has a total of 817 students learning on campus
Buddy West Elementary 068901131 has a total of 691 students learning on campus
Dr. Lee Buice Elementary 068901132 has a total of 791 students learning on campus

Please fill out a section for each assessment that this will apply to on the following pages.

STAAR

I certify that one or more campuses cannot assess all students during the district-scheduled assessment days and comply with local health protocols.

List the campus(es) (with CDCN) that this applies to and how many students will be testing at each campus.

Bonham Middle School 068901042-1032 students
Bowie Middle School 068901043-1163 students
Crockett Middle School 068901044-1042 students
Wilson & Young Medal School of Honor 068901045-1229 students
Nimitz Middle School 068901046-1406 students
Ector College Prep Success Academy 068901047-1348 students

Gale Pond Alamo STEAM Academy 068901101-163 students
Austin Montessori Magnet 068901102-164 students
Burlison Elementary 068901103-224 students
Burnet Elementary 068901104-227 students
Cameron dual language magnet 068901105-303 students
Dowling Elementary 068901106-197 students
Goliad Elementary 068901110-233 students
Gonzales Elementary 068901111-208 students
Hays STEAM Academy 068901112-162 students
Sam Houston Elementary 068901113-173 students
Ireland Elementary 068901114-244 students
Miami Fine Arts Magnet 068901116-262 students
Reagan Elementary 068901118-257 students
Ross Elementary 068901119-179 students
San Jacinto Elementary 068901121-218 students
Blanton Elementary 06891125-211 students
Murry Fly Elementary 068901126-375 students
Blackshear Magnet Elementary 068901127-336 students
Lyndon B. Johnson Elementary 068901128-303 students
Barbara Jordan Elementary 068901129-375 students
Lauro Cavazos Elementary 068901130-350 students
Edward K. Downing Elementary 068901131-405 students
Buddy West Elementary 068901132-347 students
Dr. Lee Buico Elementary 068901133-391 students

List the specific dates that this will apply.

5.11, 5.12, 5.13, 5.14, 5.17 for all middle school and elementary schools listed above.

Please explain why you cannot assess all students during the district-scheduled assessment days and comply with local health protocols. Include relevant details such as number of staff available.

Bonham Middle School-69 staff members to ensure a secure testing environment
Bowie Middle School-78 staff members to ensure a secure testing environment
Crockett Middle School-69 staff members to ensure a secure testing environment
Wilson & Young Medal School of Honor-75 staff members to ensure a secure testing environment
Nimitz Middle School-94 staff members to ensure a secure testing environment
Ector College Prep Success Academy-89 staff members to ensure a secure testing environment

Gale Pond Alamo STEAM Academy-25 staff members to ensure a secure testing environment
Austin Montessori Magnet-25 staff members to ensure a secure testing environment
Burlison Elementary-34 staff members to ensure a secure testing environment
Burnet Elementary-34 staff members to ensure a secure testing environment
Cameron dual language Magnet-43 staff members to ensure a secure testing environment
Dowling Elementary-36 staff members to ensure a secure testing environment
Goliad Elementary-34 staff members to ensure a secure testing environment
Gonzales Elementary-31 staff members to ensure a secure testing environment
Hays STEAM Academy-25 staff members to ensure a secure testing environment
Sam Houston Elementary-26 staff members to ensure a secure testing environment
Ireland Elementary-35 staff members to ensure a secure testing environment
Miami Fine Arts Magnet-37 staff members to ensure a secure testing environment
Reagan Elementary-34 staff members to ensure a secure testing environment
Ross Elementary-25 staff members to ensure a secure testing environment
San Jacinto Elementary-31 staff members to ensure a secure testing environment
Blanton Elementary-31 staff members to ensure a secure testing environment
Murry Fly Elementary-46 staff members to ensure a secure testing environment
Blackshear Magnet Elementary-42 staff members to ensure a secure testing environment
Lyndon B. Johnson Elementary-37 staff members to ensure a secure testing environment
Barbara Jordan Elementary-47 staff members to ensure a secure testing environment
Lauro Cavazos Elementary-43 staff members to ensure a secure testing environment

Please describe the district's communications plan to encourage as many students who are remote as possible to participate in the assessment.

1. The district will provide letter templates to the campuses to send home with students. The templates will include:
 - a. Informing testing students, parents, and their families of the the health and safety protocols that ECISD is implementing to ensure the safety of our students and staff including remote learners to test on campus.
 - b. Informing testing students and parents that their child will be administered the STAAR tests on the dates allotted for each grade level and subject.
2. The letter will also be posted electronically through social media posts , Google Classroom, Class DoJo, etc.
3. The information for schools that are using a waiver will be posted on the district testing webpage.

TELPAS Online Assessments

I certify that one or more campuses cannot assess all students during the district-scheduled assessment days and comply with local health protocols.

List the campus(es) (with CDCN) that this applies to and how many students will be testing at each campus.

068901130-216 students Lauro Cavazos Elementary
068901123-225 students Murry Fly Elementary
068901042-230 students Bonham Middle School
068901047-587 students Ector College Prep Success Academy

List the specific dates that this will apply.

3.2, 3.4, 3.5-Ector College Prep Success Academy
3.16, 3.17-Lauro Cavazos Elementary, Murry Fly Elementary, and Bonham Middle School

Please explain why you cannot assess all students during the district-scheduled assessment days and comply with local health protocols. Include relevant details such as number of staff available.

Murry Fly Elementary-28 certified test administrators, 6 hallway monitors staff members to ensure a secure testing environment
Lauro Cavazos Elementary-27 certified test administrators, 6 hallway monitors to ensure a secure testing environment
Bonham Middle School-29 certified test administrators, 6 hallway monitors to ensure a secure testing environment
Ector College Prep Success Academy-74 certified test administrators, 15 hallway monitors to ensure a secure testing environment

ECISD cannot assess all students during the district-scheduled assessment days and comply with local health protocols due to the following reasons:

- 1.Spacing students out to provide adequate space for social distancing
- 2.Teachers having to be out due to quarantine
3. Three monitors are needed for every 8 students to accommodate social distancing and TELPAS listening & speaking administration guidelines

Please describe the district's communications plan to encourage as many students who are remote as possible to participate in the assessment.

- 1.The district will provide letter templates to the campuses to send home with students. The templates will include:
 - a.Informing EL students, parents, and their families the health and safety protocols that ECISD is implementing to ensure the safety of our students and staff including remote learners to test on campus
 - b.Informing EL students and parents that their child will be administered the TELPAS on March 16th and March 17th
- 2.The letter will also be posted electronically through social media posts , Google Classroom, Class DoJo, etc.
3. The information for schools that are using a waiver will be posted on the district testing webpage.

PSAT-8

I certify that one or more campuses cannot assess all students during the district-scheduled assessment days and comply with local health protocols.

List the campus(es) (with CDCN) that this applies to and how many students will be testing at each campus.

List the specific dates that this will apply.

Please explain why you cannot assess all students during the district-scheduled assessment days and comply with local health protocols. Include relevant details such as number of staff available.

Please describe the district's communications plan to encourage as many students who are remote as possible to participate in the assessment.

ACT Aspire

I certify that one or more campuses cannot assess all students during the district-scheduled assessment days and comply with local health protocols.

List the campus(es) (with CDCN) that this applies to and how many students will be testing at each campus.

List the specific dates that this will apply.

Please explain why you cannot assess all students during the district-scheduled assessment days and comply with local health protocols. Include relevant details such as number of staff available.

Please describe the district's communications plan to encourage as many students who are remote as possible to participate in the assessment.

SECTION III: Signature

LEA Name	Board Approval Date
Ector County Independent School District 068901	
Board President Name	Superintendent Signature

Submit completed request forms to: waivers@tea.texas.gov

DUE NO LATER THAN JUNE 30, 2021



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 PURCHASES OVER \$50,000

DATE: March 23, 2021

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	REQUESTOR
1.	Advanced Network Management, Inc. dba ANM	RFP #21-08 Professional Services	\$ 307,095	Local Funds	Kellie Wilks
2.	ESC 18	Professional Services	\$ 376,196	Local Funds	Kellie Wilks
3.	Grande Communications	BEN #142077 Professional Services	\$ 118,000	Local Funds	Kellie Wilks
4.	L. Wallace Construction Company, Inc.	RFP 21-13SI Professional Services	\$ 8,710,935	Insurance Funds Recovery	Patrick Young

1. ADVANCED NETWORK MANAGEMENT, INC. DBA ANM

ECISD Technology issued a Request for Proposal (RFP) for installation of an Access Point in every ECISD classroom that does not currently have one. The intent of the RFP is to procure wireless access points for all classrooms that do not yet have an access point to ensure maximum coverage and capacity for digital learning initiatives in the classroom. Advanced Network Management, Inc. dba ANM is the lowest bidder out of four (4) bids received. Advanced Network Management, Inc. dba ANM is the recommended supplier for this project. The total cost for this project is \$307,075.

2. ESC 18

ESC 18 provides system access for central office and campus staff, teachers using the Teacher Portal for gradebook and parents accessing Parent Portal for their students' grades, attendance and assignments. For the 2021-22 school year, Texas Computer Cooperative (TCC) will move from iTCCS to Ascender. The total cost for this project is \$376,196. The Letter of Intent to Contract for Information Systems Services, the TCC Software Agreement, and Interlocal Agreement which will be requested for approval are attached.

3. GRANDE COMMUNICATIONS

ECISD Technology issued a Request for Proposal for an Internet Service Provider to ensure best pricing and service for district internet connectivity. Grande Communication is the lowest bidder out of four (4) bids received. Grande Communication is the recommended contractor to for this project. The total cost for this project is \$118,000.

4. L. WALLACE CONSTRUCTION COMPANY, INC.

ECISD District Operations issued a Request for Proposal (RFP) for the Permian High School Roof Removal and Replacement. The roof was damaged during the hailstorm of 2017 and was ruled a complete loss. The project was put out for bid and garnered bids from four (4) bidders. The lowest bidder was L. Wallace Construction Company, Inc. L. Wallace Construction Company, Inc. is the recommended contractor for this project. The total cost for this project is \$8,710,935.

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

Access Point in Every Classroom

Purpose: ECISD Technology issued a Request for Proposal for installation of an Access Point in every ECISD classroom that doesn't currently have one.

Background Information: In the initial wireless access design and installation, not every classroom needed an access point for internet connectivity. The intent of the RFP is to procure wireless access points for all classrooms that do not yet have an access point to ensure maximum coverage and capacity for digital learning initiatives in the classroom.

Cost of Project: \$307,094.61

Funding Source: Local Technology Budget (Federal Communications Commission ERate Program Reimbursement of up to 80% of eligible costs once project is complete.)

Recommended Service Provider: ANM

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 BID TABULATION**

BID # RFP #21-08 FOR: Priority 2 E-Rate Eligible Products & Services CLOSING Tuesday, February 9, 2021			COMPANY NAME: Red River		COMPANY NAME: NetSync		COMPANY NAME: ANM		COMPANY NAME: CDW-G	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1		AP Products		\$ 157,021.97		\$ 131,229.00		\$ 147,221.66		\$ 146,820.23
		AP Services		\$ 58,406.53		\$ 41,460.00		\$ 49,127.73		\$ 15,400.00
		New Drops Materials		\$ 60,382.70		\$ 57,454.10		\$ 14,304.42		-
		Drops Services (New & Relocates)		\$ 38,682.35		\$ 69,947.00		\$ 39,264.00		\$ 176,065.55
		Erate Ineligible Products & Svcs		\$ 3,673.39		-		\$ 42,861.94		
2		Reduction*		\$ (19,500.00)		-				-
		Proposal Bond**		\$ 14,933.35		\$ 15,004.51		\$ 14,638.49		\$ 16,914.29
Total :										
Discount if all items awarded to this vendor:				\$313,600.29		\$315,094.61		\$307,418.24		\$355,200.07
Discounted Total :										
Delivery:										

NOTES:

See two additional quotes for additional services attached

4	Bidders
0	No Bids
0	Late Bid
0	Views
4	Total

TCC Service Agreement / Interlocal Agreement to ESC 18

Purpose:

Continue service of Texas Computer Cooperative Student Information Systems for the 2021-22 school year.

Background Information:

This system provides access for central office and campus staff, teachers using the Teacher Portal for gradebook and parents accessing Parent Portal for their students' grades, attendance and assignments. For the 2021-22 school year, TCC will move from iTCCS to Ascender.

Cost:

\$376,195.80

Funding source:

Local funds

Recommended Service Provider:

ESC 18



February 9, 2021

Dr. Scott Muri, Superintendent
Ector Co ISD
P. O. Box 3912
Odessa, TX 79760-3912

Dear Dr. Muri:

Attached are the Information Systems Commitment, TCC Software Agreement, and Interlocal Agreement for Ector Co ISD to Region 18 ESC for the 2021-2022 school year. Ector Co ISD's iTCCS/ASENDER and OnDataSuite software fee is based upon the enrollment in the district on the PEIMS Fall "as of" date.

Please sign and return the attached commitment, TCC Software Agreement, and Interlocal Agreement by April 30, 2021. Region 18 will invoice Ector Co ISD next fall. If the 2021-2022 purchase order numbers are available, please indicate so on the commitment. Please feel free to alter the commitment before September 1. If you have questions, contact me at (432) 567-3280 or e-mail address ndunnam@esc18.net.

Sincerely yours,

A handwritten signature in blue ink that reads "Nancy Dunnam".

Nancy Dunnam
Deputy Director-Information Systems and Technology

Enclosure

Cc: Heather Potts
Mackenzie Weather

**Letter of Intent to Contract for Information Systems Services
2021-2022**

To:

Nancy Dunnam, Deputy Director-Information Systems
Region 18 Education Service Center
P. O. Box 60580
Midland, TX 79711-0580

District:

Ector Co ISD
P. O. Box 3912
Odessa, TX 79760-3912

**ASCENDER Web-Based Student Information System
(Requested by Heather Potts)**

Based upon district's enrollment 31881 @ \$11.80 per student = \$ 376,195.80

The fee includes Data Center Hosting and Management. The TCC Cloud Hosting provides a fully redundant design with automated disaster recovery failover to two additional Texas locations and is SSAE-16 SOC2 Type-2 certified. The protected network provides hourly database backups in addition to remotely replicated data every hour.

\$ 376,195.80

Accepted: 2021-2022 Purchase Order Number (invoiced after 9/1) _____

Dr. Scott Muri, Superintendent

Date

**OnDataSuite
(Requested by Mackenzie Weather)**

Based upon district's enrollment 31881 @ \$.55 per student = \$ 17,534.55

\$ 17,534.55

Accepted: 2021-2022 Purchase Order Number (invoiced after 9/1) _____

Dr. Scott Muri, Superintendent

Date



Request for Approval of TCC Service Agreement / Interlocal Agreement to ESC18

Texas Computer Cooperative Service Agreement/Interlocal Agreement to ESC 18

ECISD will be migrating to the Ascender software system for student applications. This system provides access for central office and campus staff, teachers using the Teacher Portal for gradebook and parents accessing Parent Portal for their students' grades, attendance and assignments.

The attached interlocal agreement ensures continued service of this software for the 2021-22 school year.

Administrative Recommendation:

Approval of the Texas Computer Cooperative Service Agreement/Interlocal Agreement to ESC 18

**Interlocal Agreement
Texas Computer Cooperative
TxEIS/ASENDER**

TERM:

The term of this agreement will be from September 1, 2021 to August 31, 2022.

PURPOSE:

The purpose of the Texas Computer Cooperative is to provide comprehensive data processing services to school districts. This includes, but is not limited to providing technical consulting services and software related to business and student accounting software applications for school districts.

FEE:

The fee for each participating district is to be negotiated by the superintendent or his designee depending upon the level of participation in the Texas Computer Cooperative and shall be paid to Region 18 Education Service Center.

RESPONSIBILITIES:

The Region 18 Texas Computer Cooperative Management Board, (Region 18 Superintendent's Advisory Committee), is responsible for the following:

- approving an appropriate fee structure
- committing resources in support of the operational requirements of the Texas Computer Cooperative
- evaluating the services provided
- appointing district contacts to participate in Texas Computer Cooperative user meetings
- recommending system enhancements

The Region 18 Education Service Center is responsible for the following:

- managing the Texas Computer Cooperative and ensuring that all software is functioning properly
- hiring appropriately trained staff
- providing training and technical assistance for Texas Computer Cooperative contacts

The participating school district is responsible for the following:

- providing a signed Interlocal Agreement to Region 18 Education Service Center
- providing the appropriate fee to Region 18 Education Service Center
- informing Region 18 Education Service Center of any problems regarding Texas Computer Cooperative software, service, or staff

Superintendent or Designee's Signature _____ Date _____

Please return to: Nancy Dunnam, Deputy Director-Information Systems
Region 18 Education Service Center
P. O. Box 60580
Midland, TX 79711-0580
ndunnam@esc18.net

TEXAS COMPUTER COOPERATIVE SOFTWARE AND APPLICATION SERVICES AGREEMENT

This Software and Application Services Agreement ("**Agreement**") is entered into as of the Effective Date between the Education Service Center shown on the Commitment, a member of Texas Computer Cooperative, (referred to in this Agreement by the pronouns we, our, or us) and the school or other entity as reflected on the Commitment (referred to in this Agreement by the pronouns you and your). This Agreement shall be applicable for the dates as provided in the Commitment. Throughout this Agreement, references to either you or us includes the respective employees, officers, agents and any others acting on behalf of either you or us.

1. DEFINITIONS¹

1.1 "Derivative Works" means a modification of an existing work protected by a copyright in our favor, but excluding any School Data (as defined below) or reports that are created by you using the Software.

1.2 "Documentation" means the guides and manuals for use of the Software in the form provided by us and generally available to users of the Software.

1.3 "Commitment" means the commitment describing particular modules, programs, databases, Documentation, hosting services or other services that are from time to time a part of this Agreement. Each Commitment is deemed a part of this Agreement.

1.4 "Server" means the host-processing computer hardware servers that are customized, installed, managed, maintained and supported to provide the services under this Agreement.

1.5 "Software" means (i) the particular computer software and applications specified in the Commitment (wherever hosted), and (ii) any other Server software used by us to provide the Services; in any case in object code form; the media upon which such Software resides; and the Documentation, Upgrades, Updates, and Derivative Works thereof, if any.

1.6 "System" means the respective computer programs, databases, and related Documentation and includes future modifications and enhancements of it, generally, and those modifications and enhancements provided specifically for your benefit. The System does not include additional databases or other modules that are not licensed under this Agreement, which we may make available for use to you for additional fees under a Commitment.

1.7 "Third Party Technology" means those portions of a System consisting of software and databases not owned by us but which are incorporated into the System under licenses held by us.

1.8 "Update" means a subsequent release of the Software containing minor corrections, bug fixes, and other minor modifications that are generally made available for the Software without additional charge. Updates will not include any release, option or future product that is priced separately.

1.9 "Upgrade" means a modification which provides new or substantially improved features, functionality, or performance for the Software, or which includes a significant number of modifications to previous releases of the Software. We may price Upgrades separately, but we will consult with you prior to making them available to you if there is a separate charge.

1.10 "User" means any individual (including your staff, teachers, customers, suppliers, vendors, and other such external or third parties necessary to effect your business purposes for which the Software is provided) authorized by you to access the Software under the terms of this

¹ We have placed these definitions at the beginning of the Agreement for purposes of convenience. There are additional defined terms in **bold print** at various points within this Agreement.

Agreement, regardless of whether the individual is actively using the Software at any given time, as may be further specified in the Commitment. You shall be solely responsible for all activities of a User while accessing the Software and for all your security relating to accessing the Software, including, without limitation, issuing passwords, terminating passwords, and verifying the status of Users.

2. EQUIPMENT AND SYSTEMS

2.1 Network Equipment. You will provide and maintain the necessary network and equipment to be used on your premises to access the Software and we will do the same for our equipment. Each party will retain exclusive and complete ownership of their respective network and equipment.

2.2 Systems Security. To the extent that you are given access to our computer system(s), hardware, software, or other equipment (collectively, "Systems") in connection with performance of the Services, you will comply with any Systems security policies (as may be revised from time to time) and will not tamper with, compromise, or circumvent any security or audit measures employed for our Systems. You will exercise reasonable care in using the Systems, not surrender possession of the Systems to any third party, use the Systems solely to perform the applicable Services, return the Systems to us upon request, and you assume all risk of use of the Systems. To the extent allowed by law, you shall indemnify and hold us harmless from and against the loss of or any damage to the Systems while being used by you.

3. SERVICES AND OWNERSHIP

3.1 Services. Subject to the terms and conditions of this Agreement, we will provide you the following services (collectively the "Services"):

(a) We will provide you with services associated with and necessary for the implementation of the Software; and, to the extent necessary, remote access to Servers on which your

School Data is hosted (as may be provided in a Commitment).

(b) We will provide you with access to certain Software including Third Party Technology and customer support services for the Software, as may be described in the Commitment.

(c) We will provide you with consulting services associated with the on-going integration and operation of the Software within your business processes as may be described in the Commitment.

3.2 Access. Under the terms and conditions of this Agreement and for the Term specified, we grant you a non-exclusive, non-transferable license to access and use the Software, in accordance with the associated Documentation, solely for your internal business processing operations. This right is limited to the number of authorized Users identified in any Commitment for the specified product. The foregoing license does not constitute a sale and does not convey any rights of ownership in or to the Software or our System. If any part of this license terminates, you will immediately cease use of that part of the Software or our System.

3.3 School Data. You retain all right, title and interest in and to any School data, such as School data in databases or reports, the content of which is used in connection with, or created as a by-product of, the Software by you or on your behalf hereunder ("School Data"). The term "School Data" expressly does not include any item that contains, expresses, incorporates or otherwise includes all or any portion of the Software (which portion, and only such portion, remains our property).²

3.4 Ownership. All right, title, and interest in the System, Software, Updates, Upgrades, or modifications thereof, or in any ideas, know-how, and programs developed by us during the term of the Agreement are our exclusive property. Title and ownership rights to our System, enhancements, customizations, and changes made to our System

² For School Data confidentiality, please see Section 5.2.

pursuant to this Agreement, and all copies thereof, shall at all times reside exclusively with us or our Third Party technology licensors, as may be applicable. We also retain all title, copyright and other proprietary rights in the Software and Derivative Works, including any implied rights. We expressly do not grant you any rights whatsoever in the Software source code.

4. YOUR OBLIGATIONS

4.1 Specified Obligations. You will (i) provide reasonable electronic and physical access to your network, equipment, facilities and resources, if necessary; (ii) provide reasonable space, power, and physical security on your own file servers and personal computers to support various aspects of our Software and Services, if necessary; (iii) provide such information as we may reasonably request from time to time; (iv) fulfill your obligations as specified herein and in the Commitment, as may be supplemented or modified according to the guidelines set forth and mutually agreed to by the parties hereto; and (v) act as a reference for us upon request, provided however, any on site visit or demonstration at your location must be approved in advance by you.

4.2 Restrictions. You agree that you will not: (i) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software; (ii) modify, adapt, create derivative works based upon, or translate the Software; (iii) resell for profit, distribute, or otherwise grant any rights in the Software to any other party, including commercial time-sharing, rental, or service bureau use; or (iv) authorize or permit anyone to access the Software other than in connection with your internal data processing operations.

5. CONFIDENTIALITY AND SECURITY

5.1 Confidential Information. Each party acknowledges that it may have access to certain confidential information of the other party ("**Confidential Information**") including the Software, School Data (including but not limited to raw data), the terms and pricing under this Agreement, and all materials or information

identified as confidential. Each party agrees, (a) it will hold the confidential Information of the other party in confidence with at least the same level of care as it uses for its own confidential information of the same nature, but not less than a reasonable level of care; (b) it will not use all or any portion of the Confidential Information for its own account or the account of any third party, except as expressly permitted by this Agreement, (c) unless required by law, it will not disclose any Confidential Information to any third party, except that party's attorneys, accountants and other advisors as reasonably necessary. The parties shall not publicize the contents of the terms and provisions of this Agreement without the express written consent of the other party.

5.2 Confidentiality of School Data.

We will treat your School Data with utmost confidentiality. Should we require access to the School Data in order to fulfill our duties under this Agreement, you will permit such access as is reasonable under the circumstances to our personnel responsible for supporting the obligations of this Agreement who are bound by duties of confidentiality no less restrictive than those contained in this Agreement. Should we be required to give access to School Data to any of our subcontractors, vendors, Software licensors, or any other third party in order to fulfill our duties under this Agreement, you will permit such access, provided however, such third party must agree in writing to maintain the confidentiality of School Data no less stringently than as required by this Agreement. We shall have the limited right to combine the unidentified raw data with that of other users of the System into an anonymous aggregated database, provided however, that such data would not include names or other indices of identification. If necessary, the parties will execute an appropriate confidentiality and non-disclosure agreement in compliance with privacy laws and to protect School Data.

5.3 Exceptions. Information shared between us and you will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party from a source other than one having an obligation of confidentiality to the disclosing party;

(ii) becomes known to the receiving party directly or indirectly from a source that does not have an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. The foregoing exceptions shall not apply to School Data.

S.4 Return of Confidential Information. Within thirty (30) days after expiration or termination of this Agreement each party agrees to return or destroy all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Upon your written request at the expiration or termination of this Agreement, we will deliver to you at your expense, your School Data held by us pursuant to this Agreement in the form in which it is held by us. If you fail to provide a written request for this information within twenty (20) days after expiration or cancellation of this Agreement, we may destroy any of your information remaining in our System. You also agree to return any of our Software or equipment that is located within your premises or under your control within thirty (30) days after expiration or cancellation of this Agreement.

S.5 Access to Services by Third Parties. If it becomes necessary for third-parties to access the software and/or Services provided under this Agreement and prior to allowing access, you must obtain a fully executed copy of the confidentiality and non-disclosure agreement located online at www.txeis.net. By accessing the software and/or service, any such third-parties act as your representative and are bound by the terms of this Agreement.

6. FEES AND BILLING

6.1 Payment. You will pay all fees set forth in or pursuant to the Commitment. Except as

otherwise provided herein, any and all fees are nonrefundable. Any challenge to a fee paid or claim for a refund must be brought within twelve (12) months of the date such fee was initially paid.

6.2 Invoices. Unless otherwise specified in any Commitment, we will normally invoice you annually for the Services. All invoices are due and payable in full within thirty (30) days of receipt of the invoice. Any increase or other adjustment in fees due to any circumstance or event set forth in the Commitment will be reflected in subsequent invoices.

6.3 Invoice Disputes. If you dispute any amount payable in any invoice rendered hereunder, you will notify us in writing by the invoice due date of the specific basis for the dispute and nevertheless pay when due the amount not in dispute under such invoice. Representatives of the parties shall then promptly proceed to attempt to address and resolve such dispute within thirty (30) days of the invoice due date. If the representatives of the parties cannot resolve the dispute within such thirty (30) days of the invoice due date, the dispute will be escalated upward in each party's management structure, which representatives shall attempt to address and resolve the dispute within sixty (60) days of the invoice due date. If the management representatives cannot resolve the dispute within such sixty (60) days of the invoice due date, the issue will then be subject to resolution in accordance with the dispute resolution provision in this Agreement.

6.4 Taxes. You are responsible for all taxes and charges of any kind imposed by any federal, state, or local governmental entity owed as a result of this Agreement, excluding only taxes based solely upon our income. When we have the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. REPRESENTATIONS, WARRANTIES AND REMEDIES

7.1 Representations. Each party represents that it has the full right and authority to enter into this Agreement and we warrant that we have the full right and authority to grant you the rights to the Software as granted herein.

7.2 Limited Warranty. We warrant that during the term of this Agreement:

(a) We own the Software or are otherwise authorized to grant the license to you.

(b) The Software will reasonably perform in accordance with the published product specifications in effect from time to time.

(c) The Documentation produced by us, including manuals and training materials, is reasonably accurate and correct in all material respects as of the date distributed to you.

(d) School Data stored in our data center will not be accessed by any third party without your express written authorization; however, you are solely responsible for any unauthorized access due to your acts, omissions, or negligence.

(e) Your access to or use of the Software will not violate or infringe the patent, copyright, registered trademark, or trade secret right of any third party.

(l) The Services shall be performed in a professional and workmanlike manner in accordance with applicable professional standards and consistent with industry practices.

7.3 We will correct any material nonconformance to the most current version of the Software at no additional cost to you. You will notify us of such nonconformance in reasonable detail, if possible, to allow us to duplicate and correct the nonconformity.

7.4 No Third Party Warranties. SOFTWARE OR SERVICES COVERED UNDER

THIS AGREEMENT MAY CONTAIN OR BE DERIVED FROM THIRD PARTY TECHNOLOGY OR SOFTWARE PROVIDED TO US BY CERTAIN THIRD PARTIES. YOU ACKNOWLEDGE THAT YOU ARE NOT ENTITLED TO ANY WARRANTIES FROM ANY THIRD PARTY, THAT THE WARRANTIES PROVIDED BY US EXPRESSLY STATED ABOVE ARE THE SOLE WARRANTIES GOVERNING THE SUBJECT MATTER OF THIS AGREEMENT, AND THAT YOUR SOLE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY WILL BE AGAINST US.³

7.5 Warranty Disclaimers and Exclusions. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION 7, WE DO NOT MAKE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not warrant:

(i) That the operation of the System will be error free in all circumstances, nor

(ii) That all defects in the System that are not material with respect to the functionality thereof as set forth in the Documentation will be corrected, nor

(iii) That the operation of the System will not be interrupted for short periods of time.

8. LIMITATIONS OF LIABILITY

8.1 Limitation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, PRODUCTIVITY, DATA OR USE, WHETHER IN CONTRACT OR TORT, EVEN IF THE OTHER

³ We may be contractually obligated to make this disclaimer on behalf of certain third party technology providers.

PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing will not apply to your breach of payment obligations under this Agreement.

8.2 Maximum Liability. Except for our obligations under Section 9 (Indemnification for infringement), our maximum aggregate liability to you under this Agreement shall not exceed the total amount paid by you to us for the Software and Services provided under this Agreement. Each of the remedy limitations in this Agreement is to be enforced to the maximum extent permitted by applicable law and independently of any other applicable remedy limitation, even if any particular remedy is held to have failed its essential purpose.

9. INDEMNIFICATION

9.1 Infringement Indemnification. To the extent allowed by law and consistent with Sections 8 and 9.2 below and for any allegation that the Software or Services in and of themselves infringe any third party trade secret, copyright, patent, or registered trademark, we will indemnify, defend and hold you harmless from and against any and all actual or alleged costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, suit, action, or proceeding (each, an "**Action**") brought against you, except that we will not indemnify, defend, or hold you harmless with respect to any such right owned or asserted by you.

9.2 Conditions of Indemnification. The indemnification obligation set forth in Section 9.1 is expressly conditioned upon (1) you notifying us in writing upon receiving notice of such Action; (2) our having sole control of the defense and all related settlement negotiations; and (3) you providing us with the assistance, information and authority necessary to perform our obligations under this Section. We will reimburse you for reasonable out-of-pocket expenses incurred by you in providing such assistance. We agree not to settle or compromise any claim in a manner that requires you to assume liability or pay money without your express written consent.

9.3 Mitigation Rights. If the Software is held, or is reasonably believed by us, to infringe the intellectual property rights of a third party (the "**Claim**"), we will have the option, in our sole discretion and at our sole expense, to provide the following as your sole and exclusive remedy: (a) modify the Software to be non-infringing; (b) obtain for you a license to continue using the Software, or (c) if neither of the foregoing is reasonably possible terminate the license to use the Software and return a portion of any one time license fees you paid under this Agreement.

10. TERM AND TERMINATION

10.1 Term. The term of this Agreement shall commence on the Effective Date and continue through the Term as reflected in the Commitment.

10.2 Termination for Cause. Either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same; except in the case of failure to pay fees, which must be cured by you within thirty (30) days after receipt of written notice of delinquency from us; or (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors if such petition or proceeding is not dismissed within sixty (60) days of filing.

10.3 Effect of Termination. Upon the expiration or effective date of termination of this Agreement for any reason, we will cease providing the Software and Services to you. Termination of this Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve your obligation to pay all fees that are owed under this Agreement.

11. MISCELLANEOUS

11.1 Migration. During the Term of this Agreement and any renewal or extension, we may design and put into production a new version of

the System or applications that are intended to replace the version of the System or applications covered by this Agreement. In such event, we may choose to move you to the new version of the Software and reserve the right to terminate maintenance and support of the earlier version of the System or applications. If so, we agree to:

- (a) give you six (6) months notice regarding the availability of the new version of the System or applications;
- (b) enable you to preview the new version of the System or applications;
- (c) provide you with a written migration proposal; and
- (d) negotiate with you the terms under which you may move to the new System or applications, including changes in fees, if any.

If you and we agree on terms for a migration plan, we will notify you in writing at least one hundred twenty (120) days before we discontinue maintenance and support of the current version of the System and applications. If we and you do not agree on terms for migration, we agree to refund to you any prepaid and unearned **fees** on a pro-rata basis.

11.2 Survival. The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

11.3 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of God, earthquake, flood, war, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses reasonable efforts to promptly correct such failure or delay in performance. If the interruption exceeds thirty (30) days, either party may terminate this Agreement.

11.4 Governing Law and Venue. This Agreement is governed by and construed in accordance with, the laws of the State of Texas

(except that body of law controlling conflicts of law). The venue for any action under or relating to this Agreement will be in San Antonio, Bexar County, Texas.

11.5 Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in full force and effect and the illegal provision will be replaced with a legal provision that incorporates the original intent of the parties.

11.6 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party.

11.7 Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

11.8 Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the address of the receiving party, or at such other address as may hereafter be furnished in writing by either party to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed, or sent, whichever is earlier.

11.9 Relationship of Parties. The parties agree that they are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.10 Dispute Resolution. Prior to the commencement of litigation, the parties will attempt in good faith to resolve any controversy promptly by negotiations between executives of the parties (if appropriate, with their respective counsel), and if such negotiations fail, by non-binding mediation (under the mediation rules of the American Arbitration Association). This provision shall not apply to claims involving confidentiality or any other claim seeking injunctive or equitable relief.

11.11 Entire Agreement; Counterparts. This Agreement, the Commitment and any exhibits thereto, and all other documents incorporated herein by reference, constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.12 You acknowledge that we may maintain a copy of this document in electronic form and agree that a copy reproduced from such electronic form or by any other reliable means (e.g. photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

("ISD")

By: _____

Title: _____

Date: _____

Education Service Center, Region 18,
a member of Texas Computer Cooperative
("TCC") By:

Name: Nancy Dunnam _____

Title: Deputy Director of Information
Systems and Technology

Date: 2//2021

Internet Service Provider

Purpose: ECISD Technology issued a Request for Proposal for an Internet Service Provider to ensure best pricing and service for district internet connectivity.

Background Information: Internet Service Provider supplies internet access for ECISD.

Cost of Project: \$39,600 per year with 3-year commitment of \$118,800

Funding Source: Local Technology Budget (Federal Communications Commission ERate Program Reimbursement of up to 80% eligible costs each year.)

Recommended Service Provider: Grande Communications

Ector County ISD

E-rate Bid Assessment Worksheet

Funding Year 2021-2022

Form 470#: 210010772

Instructions/Scoring Notes:
 * Cost of E-rate eligible products/services is the primary consideration.
 ** Vendor's total pricing for the requested eligible materials has been entered in Row 17.
 *** "Lowest Price" is auto-populated based on Vendor's bid pricing entries.
 **** Evaluations entered in Raw Score fields based on a scale of 0 to 5: 0=lowest/worst possible, 5=highest/best possible.

Lowest Price***:
 This field will auto-populate based on the lowest priced qualified bid: **\$ 118,800.00**

Service Description: 10Gbps at 36 months

Selection Criteria:	Weight*
Price of the Eligible Products and Services	30%
Reputation of the proposer or the proposer's goods or services	10%
Quality of the proposer's goods or services	15%
Extent to which the goods or services meet the needs of the District	15%
Proposer's past relationship with the District	10%
The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	0%
Total long-term cost to the District to acquire the goods or services	10%
Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas	0%
Evaluation of other relevant factors listed in this bid or proposals	10%
Overall Ranking	100%

Vendor Selected: Grande Communications
 Approved By: Toby Lefevers
 Title: Director of IT
 Date: 2/25/21

Vendor Scoring

SPIN	AT&T		Grande Communications		Netsync		Sparklight Business	
	Raw Score**	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
143001192	1.00	6.00%	5.00	30.00%	4.00	24.00%	3.00	18.00%
143024443	3.00	6.00%	4.00	8.00%	4.00	8.00%	4.00	8.00%
143028685	3.00	9.00%	4.00	12.00%	4.00	12.00%	4.00	12.00%
143016933	3.00	9.00%	4.00	12.00%	4.00	12.00%	4.00	12.00%
	2.00	4.00%	4.00	8.00%	4.00	8.00%	4.00	8.00%
	3.00	0.00%	3.00	0.00%	3.00	0.00%	3.00	0.00%
	2.00	4.00%	5.00	10.00%	4.00	8.00%	3.00	6.00%
	4.00	0.00%	4.00	0.00%	4.00	0.00%	4.00	0.00%
	3.00	6.00%	3.00	6.00%	3.00	6.00%	3.00	6.00%
	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	0	44.00%	86.00%	78.00%	70.00%			

District online Portal - 36 Mo - Access MRC=\$4,578.00 = Port MRC \$21,018.12 If the district wants 20Gbps they need to add (2) Circuits. You will need to multiply the MRC by 2	District online Portal - 36 Mo - Access MRC=\$3,300	District online Portal - 36 Mo - Access MRC=\$3,850	District online Portal - 36 Mo - Access MRC=\$7,144 - They include 29 Static IPs as no cost. Additional cost \$5 per IP.
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Bid Assessment Comments: Evaluation of other relevant factors listed in this bid or proposals (10 points) – Other relevant factors listed in this bid include, but is not limited to: experience in the field; current workload of vendor; financial ability; compliance with and adherence to bid terms and conditions; ethical behavior during bidding process; and responsiveness to District's requests.

District Operations
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9659
Fax: 432-456-9658



Permian High School Roof Removal and Replacement Project Bid #21-13SI

Purpose: Comprehensive roof removal and replacement.

Background Info: This roof was damaged during the hailstorm of 2017 and was ruled as a complete loss. The project was put out for bid and garnered bids from four roofing companies. L. Wallace Construction Company, Inc. was selected for the project due to the fact that they were the low bidder and have done quality work for the district on previous projects.

Project Cost: \$8,710,935.00

Funding Source: Insurance Recovery Fund

Recommended Service Provider: L. Wallace Construction Company, Inc.

AREA / SCOPE	CONTRACTOR NAME: Peak Roofing, Inc		CONTRACTOR NAME: F.W. Walton, Inc.		CONTRACTOR NAME: L. Wallace Construction Company, Inc		CONTRACTOR NAME: J Reynolds & Co.	
	QTY	COST	QTY	COST	QTY	COST	QTY	COST
Permian High School								
Remove & Replace Roof	SF Not Entered	\$ 11,685,820.00	SF Not Entered	\$ 11,317,757.00	428,000 SF	\$ 6,509,773.00	432,400 SF	\$ 13,987,630.00
HVAC Unit Work as Shown on Sheets A-108 thru A-177		\$ 2,388,000.00		\$ 1,148,765.00		\$ 1,809,880.00		\$ 902,170.00
Miscellaneous Exterior Work, Remove & Replace Windows & Trim as Shown on Sheets A-118 thru A-120		\$ 486,180.00		\$ 40,835.00		\$ 203,000.00		\$ 212,890.00
Scoreboard Replacement		\$ 40,000.00		\$ 60,000.00		\$ 38,282.00		\$ 1,334,570.00
Subtotal		\$ 14,600,000.00		\$ 12,567,357.00		\$ 8,560,935.00		\$ 16,437,260.00
Owner's Contingency		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00
TOTAL		\$ 14,750,000.00		\$ 12,717,357.00		\$ 8,710,935.00		\$ 16,587,260.00

CONSTRUCTION DURATION ACKNOWLEDGEMENT

	YES	NO	YES	YES
UNIT PRICES				
Metal Deck Replacement (Corrugated), x 12'	\$ 400.00 /each sheet	\$ 335.00 /each sheet	\$ 150.00 /each sheet	\$ 125.00 /each sheet
Metal Deck Replacement (Type B), x 12'	\$ 400.00 /each sheet	\$ 335.00 /each sheet	\$ 200.00 /each sheet	\$ 144.00 /each sheet
Metal Deck Rust Prep & Inhibitor	\$ 2.50 /sq. ft.	\$ 3.50 /sq. ft.	\$ 6.00 /sq. ft.	\$ 3.50 /sq. ft.
Gypsum Deck Repair	\$ 6.00 /sq. ft.	\$ 12.00 /sq. ft.	\$ 7.50 /sq. ft.	\$ 10.50 /sq. ft.
Concrete Deck Repair	\$ 8.00 /sq. ft.	\$ 275.00 /sq. ft.	\$ 8.00 /sq. ft.	\$ 30.50 /sq. ft.
LWIC Deck Repair	\$ 6.00 /sq. ft.	\$ 14.00 /sq. ft.	\$ 6.00 /sq. ft.	\$ 11.50 /sq. ft.
Plywood Deck Repair	\$ 4.00 /sq. ft.	\$ 4.50 /sq. ft.	\$ 5.00 /sq. ft.	\$ 5.00 /sq. ft.
Plywood Deck Replacement	\$ 125.00 /sheet	\$ 135.00 /sheet	\$ 125.00 /sheet	\$ 75.00 /sheet
Wood Nailers, 1 x 2	\$ 3.00 /lin. ft.	\$ 1.25 /lin. ft.	\$ 3.50 /lin. ft.	\$ 2.75 /lin. ft.
Wood Nailers, 2 x 4	\$ 3.50 /lin. ft.	\$ 4.50 /lin. ft.	\$ 5.50 /lin. ft.	\$ 3.25 /lin. ft.
Wood Nailers, 2 x 6	\$ 4.00 /lin. ft.	\$ 6.50 /lin. ft.	\$ 6.75 /lin. ft.	\$ 4.00 /lin. ft.
Wood Nailers, 2 x 8	\$ 4.50 /lin. ft.	\$ 78.50 /lin. ft.	\$ 6.75 /lin. ft.	\$ 4.75 /lin. ft.
Wood Nailers, 2 x 10	\$ 5.00 /lin. ft.	\$ 9.50 /lin. ft.	\$ 7.00 /lin. ft.	\$ 5.50 /lin. ft.
Wood Nailers, 2 x 12	\$ 5.50 /lin. ft.	\$ 10.50 /lin. ft.	\$ 8.50 /lin. ft.	\$ 6.25 /lin. ft.
CDX Plywood, 4 x 8 x 1/2"	\$ 125.00 /each	\$ 135.00 /each	\$ 75.00 /each	\$ 60.00 /each

ADDENDUM ACKNOWLEDGEMENT

Addendum #1	YES	NO	YES	YES
Addendum #2 (If Applicable)	YES	NO	YES	YES

NUMBER OF COPIES TO BE SUBMITTED

One (1) Original Hard Copy	YES	YES	YES	YES
One (1) Duplicate Hard Copy	YES	PARTIAL	YES	YES
One (1) Digital Copy	YES	NO	YES	YES

REQUIRED DOCUMENTS INCLUDED

ECISD Bid Offer Form	YES	YES	YES	YES
Bid Form	YES	YES	YES	YES
AIA A305 - Contractor's Qualification Stmt	YES	YES	YES	YES
Contractor's Qualification Affidavit	YES	YES	YES	YES
Subcontractor Listing	YES	YES	YES	YES
Anti-Trust Form	YES	YES	YES	YES
Conflict of Interest Questionnaire / Form 1295	YES	YES	YES	YES
Felony Conviction Notification	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES
Completed W-9 Form	YES	YES	YES	YES
Sample Certificate of Insurance	YES	YES	YES	YES



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Stephanie Howard

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL TO CANCEL MAY 1, 2021 SINGLE MEMBER DISTRICT POSITION 2, POSITION 5, AND POSITION 7 ELECTIONS AND CERTIFY THE UNOPPOSED CANDIDATES "ELECTED"
DISCUSIÓN Y SOLICITUD DE APROBACIÓN PARA CANCELAR LAS ELECCIONES DEL PUESTO POSICIÓN NUMERO 2, POSICIÓN NUMERO 5 Y POSICIÓN NUMERO 7 DEL DISTRITO DE UN SOLO MIEMBRO DEL 1 DE MAYO DE 2021 Y CERTIFICAR A LOS CANDIDATOS ELECTOS SIN OPOSICIÓN

DATE: March 16, 2021

Elizabeth Sertuche, Elections Administrator, has certified Delma Abalos, candidate for Single Member District, Position 2, Dr. Steve Brown, candidate for Single Member District, Position 5, and Nelson Minyard, candidate for Single Member District, Position 7 as unopposed for election to office for the May 1, 2021 election.

Pursuant to Section 2.053 of the Texas Elections Code, the Board of Trustees in open meeting must vote to cancel the Single Member District elections and certify the unopposed candidates "elected".

Administrative Recommendation:

Approval of the attached Election Order and Notice of the May 1, 2021 Board of Trustees Election as presented.

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN

To: Presiding Officer of Governing Body

Al: *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for Ector County Independent School District, Board of Trustees, Positions 2, 5 and 7 scheduled to be held on May 1, 2021.

Como autoridad responsable de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos sin oposición para el Distrito Escolar Independiente del Condado de Ector, Junta Directiva, Posiciones 2, 5 y 7 que se llevará a cabo el 1 de mayo del 2021.

List offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Office(s)/Cargo(s)

Candidate(s)/Candidato(s)

***Ector County Independent School District,
Board of Trustee, Position 2
Distrito Escolar Independiente del Condado de Ector,
Junta Directiva, Posición 2***

Delma Abalos

***Ector County Independent School District,
Board of Trustee, Position 5
Distrito Escolar Independiente del Condado de Ector,
Junta Directiva, Posición 5***

Steve Brown

***Ector County Independent School District,
Board of Trustee, Position 7
Distrito Escolar Independiente del Condado de Ector,
Junta Directiva, Posición 7***

Nelson Minyard

Signature (*Firma*)

Printed name (*Nombre en letra de molde*)

Title (*Título*)

Date of signing (*Fecha de firma*)

(Seal) (*sello*)

ORDER OF CANCELLATION

The Ector County Independent School District hereby cancels the election scheduled to be held on:

Saturday, May 1, 2021 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

<u>Office(s)</u>	<u>Candidate(s)</u>
<i>Ector County Independent School District, Board of Trustee, Position 2</i>	<i>Delma Abalos</i>
<i>Ector County Independent School District, Board of Trustee, Position 5</i>	<i>Steve Brown</i>
<i>Ector County Independent School District, Board of Trustee, Position 7</i>	<i>Nelson Minyard</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

ORDEN DE CANCELACIÓN

El Distrito Escolar Independiente del Condado de Ector por la presente cancela la elección que, de lo contrario

se hubiera celebrado el sábado, 1 de mayo del 2021 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas.

Los siguientes candidatos han sido certificados como candidatos sin oposición y por la presente quedan elegidos como se haya indicado a continuación:

<u>Cargo(s)</u>	<u>Candidato(s)</u>
<i>Distrito Escolar Independiente del Condado de Ector, Junta Directiva, Posición 2</i>	<i>Delma Abalos</i>
<i>Distrito Escolar Independiente del Condado de Ector, Junta Directiva, Posición 5</i>	<i>Steve Brown</i>
<i>Distrito Escolar Independiente del Condado de Ector, Junta Directiva, Posición 7</i>	<i>Nelson Minyard</i>

El Día de la Elección se exhibirá una copia de esta orden en todos los centros de votación que se hubieran utilizado en la elección.

President (Presidente)

Secretary (Secretaria)

Seal (sello)

Date of adoption (Fecha de adopción)



REQUEST FOR APPROVAL OF EXPANSION AT AUSTIN MONTESSORI ELEMENTARY

ECISD is committed to improving education for children and creating choices designed to meet the needs of students and interests expressed by students, families and the community. Approval is requested to expand Austin Montessori Elementary by adding 6th grade beginning in the fall of 2021-2022 school year.



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 BOARD OF TRUSTEES CARES ACT FUNDING RESOLUTION

DATE: March 23, 2021

Discussion of the Federal Government allocated CARES Act Elementary and Secondary School Emergency Relief fund to Texas.

Administrative Recommendation:

Approval of the Board of Trustees Cares Act Funding Resolution

Ector County ISD

BOARD RESOLUTION

WHEREAS, the Federal Government has allocated CARES Act Elementary and Secondary School Emergency Relief (ESSER II and III) funds to Texas;

WHEREAS, the State of Texas has received these funding allocation amounts that are intended to supplement the needs of Texas school districts as they support the unfinished learning and social-emotional needs of the students we serve;

WHEREAS, local education agencies in other states have already received their allocations and planning amounts and Texas has not allocated these funds to local education agencies to allow for planning and budgeting to address unfinished learning for the children of Texas;

WHEREAS, the District is extending the school calendar to include additional days of instruction by expanding summer learning experiences, providing high-dosage tutoring for targeted students, using strategic staffing methods to redesign current staffing models, providing additional professional learning and coaching to support teachers as they accelerate and personalize instruction;

WHEREAS, the needs of Texas' schools and its children are of paramount concern to both the people of Texas and the long-term economic and cultural aspects of both the future of our State and our Nation;

WHEREAS, the People of the United States of America have proven their exceptionalism time and time again to the world and the People of Texas have continually proven their exceptionalism both to the world and to all of the other States in the Union who continue to look to Texas for bravery, integrity and leadership;

WHEREAS, the Great State of Texas will only continue to maintain its greatness, exceptionalism, cultural uniqueness, and economic edge with a high-quality workforce and educated citizenry through a continued statewide commitment to quality public education for all;

WHEREAS, each State shall make allocations to local educational agencies in an expedited and timely manner and, to the extent practicable, not later than 60 days after the receipt of such funds;

WHEREAS, there has been a delay of the allocation of these funds and the initial discussions indicating these funds will supplant funds already designated for districts rather than supplementing the funds local education agencies should already receive and are entitled to for the purpose of addressing unfinished learning;

WHEREAS, there is discussion about how the Texas Education Agency may add additional requirements above and beyond the Federal guidelines related to allowable partners and technical assistance providers with which local education agencies can utilize these funds;

WHEREAS, local government is more efficient, effective, and responsive to its citizens than state government or regulators from Austin, yet state government and regulators continue to erode the traditional local control of Texas public school districts to the detriment of Texas students, teachers, administrators, parents, taxpayers, board members and local school districts statewide;

BE IT RESOLVED, that the Board of Trustees of the Ector County Independent School District respectfully asks, and recommends, that Governor Greg Abbott, the Texas Legislature, and the Texas Education Agency ensure all supplemental funds allocated from the Federal Government flow directly to local education agencies without additional restrictions beyond what the Federal Government has stipulated:

- The Texas Education Agency utilize these funds to supplement funding to school districts;
- The Texas Education Agency does not supplant and provide these funds in place of funds already due to districts through the Foundation School Program and Available School Fund;
- The Texas Education Agency not attach additional restrictions and extend their control in place of local control on how these funds can best be utilized in districts across the state with such diversity;

Approved unanimously by the Board of Trustees of the Ector County Independent School District on Tuesday, March 23, 2021.

Board President

Board Vice-President

Board Secretary

Board Member

Board Member

Board Member

Board Member

Superintendent



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Alicia Syverson, Assistant Superintendent of Student & School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF IDEA PUBLIC SCHOOLS PERFORMANCE AGREEMENT

DATE: March 23, 2021

ECISD and IDEA Public Schools have completed the contract negotiations allowing IDEA Public Schools to partner with ECISD as an Innovation Partner to serve Kindergarten-2nd grades/ 6th grade in ECISD located at 7300 E. Yukon Rd. Odessa, Tx. 79762 beginning Fall of 2021-22 school year. Approval of the IDEA Public Schools Performance Agreement is requested.

Administrative Recommendation:

Approval of the IDEA Public Schools Performance Agreement.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Alicia Syverson, Assistant Superintendent of Student & School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THIRD FUTURE SCHOOLS - TEXAS PERFORMANCE AGREEMENT

DATE: March 23, 2021

ECISD and Third Future Schools-Texas have completed the contract negotiations allowing Third Future Schools-Texas to partner with ECISD as the Operating Partner of Ector College Prep Success Academy beginning July 1, 2021. Approval is requested to approve the Third Future Schools – Texas Performance Agreement.

Administrative Recommendation:

Approval of the Third Future Performance Agreement.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Alicia Syverson, Assistant Superintendent of Student & School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF ODESSA FAMILY YMCA PERFORMANCE AGREEMENT

DATE: March 23, 2021

ECISD and Odessa Family YMCA have completed the contract negotiations allowing Odessa Family YMCA to partner with ECISD as an Innovation Partner to serve PK3 year old students in ECISD beginning July 1, 2021. Approval of the Odessa Family YMCA Performance Agreement is requested.

Administrative Recommendation:

Approval of the Odessa Family YMCA Performance Agreement.



TO: Board of Trustees
FROM: Staci Ashley, Executive Director of Human Resources
SUBJECT: REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATIONS
DATE: March 23, 2021

Recommendation to hire Executive Director of Athletics.

Administrative Recommendation:
Approval of Personnel Recommendation.



INFORMATION ITEMS

- Financials
- Purchasing Report
- Routine Personnel Report

03/18/2021 14:07
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ECTOR COUNTY ISD, TX
GENERAL FUND YTD BUDGET REPORT
JANUARY 31, 2021

P 1
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FOR 2021 07

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-307,129,000	-1,557,955	-308,686,955	-211,326,364.85	16,362.39	-97,376,952.54	68.5%
11 INSTRUCTION	184,054,708	-4,282,076	179,772,632	80,831,210.71	68,684,275.42	30,257,145.87	83.2%
12 INSTRUCTIONAL RES & MEDIA SERV	2,665,093	0	2,665,093	1,190,437.48	987,601.57	487,053.95	81.7%
13 CURRICULUM & STAFF DEVELOPMENT	6,385,873	455,139	6,841,012	2,634,064.73	1,405,355.34	2,801,591.93	59.0%
21 INSTRUCTIONAL LEADERSHIP	6,314,483	110,863	6,425,346	3,309,589.45	2,030,388.37	1,085,368.18	83.1%
23 SCHOOL LEADERSHIP	20,325,522	801,857	21,127,379	12,069,921.97	9,153,827.99	-96,370.96	100.5%
31 GUID, COUNS & EVALUATION SERVS	11,231,935	-65,090	11,166,845	6,419,356.07	5,000,450.08	-252,961.15	102.3%
32 SOCIAL WORK SERVICES	919,660	3,420	923,080	524,226.27	621,323.91	-222,470.18	124.1%
33 HEALTH SERVICES	2,638,775	50,956	2,689,731	1,384,666.90	1,193,026.88	112,037.22	95.8%
34 STUDENT TRANSPORTATION	10,017,309	-1,047,690	8,969,619	3,962,724.33	3,609,572.10	1,397,322.57	84.4%
35 FOOD SERVICE	86,512	0	86,512	50,806.89	2,108.29	33,596.82	61.2%
36 CO/EXTRACURRICULAR ACTIVITIES	6,148,134	14,287	6,162,421	2,822,572.11	1,538,022.00	1,801,826.89	70.8%
41 GENERAL ADMINISTRATION	8,564,766	185,328	8,750,094	4,977,549.35	2,745,686.34	1,026,858.31	88.3%
51 FACILITIES MAINT & OPERATIONS	33,584,867	4,646,082	38,230,949	20,740,216.80	11,433,960.03	6,056,772.17	84.2%
52 SECURITY & MONITORING SERVICES	3,256,239	800	3,257,039	1,755,138.85	900,047.16	601,852.99	81.5%
53 DATA PROCESSING SERVICES	7,170,304	13,322,079	20,492,383	14,600,685.35	3,918,384.11	1,973,313.54	90.4%
61 COMMUNITY SERVICES	1,374,337	0	1,374,337	769,021.87	515,727.56	89,587.57	93.5%
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	14,300.00	.00	700.00	95.3%
99 INTERGOVERNMENTAL CHARGES	1,875,483	45,000	1,920,483	926,942.75	993,540.25	.00	100.0%
TOTAL GENERAL FUND	0	12,683,000	12,683,000	-51,861,543.97	114,749,659.79	-50,205,115.82	495.8%
TOTAL REVENUES	-307,129,000	-1,557,955	-308,686,955	-211,326,364.85	16,362.39	-97,376,952.54	
TOTAL EXPENSES	307,129,000	14,240,955	321,369,955	159,464,820.88	114,733,297.40	47,171,836.72	
GRAND TOTAL	0	12,683,000	12,683,000	-51,861,543.97	114,749,659.79	-50,205,115.82	495.8%

** END OF REPORT - Generated by VALENZUELA, UVALDINA **

03/18/2021 14:13
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ECTOR COUNTY ISD, TX
SCHOOL NUTRITION FUND YTD BUDGET REPORT
JANUARY 31, 2021

P 1
glytdbud

FOR 2021 07

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-17,914,000	0	-17,914,000	-1,082,895.86	.00	-16,831,104.14	6.0%
35 FOOD SERVICE	17,479,332	0	17,479,332	6,843,961.86	4,792,969.57	5,842,400.57	66.6%
51 FACILITIES MAINT & OPERATIONS	434,668	0	434,668	74,986.22	48,557.47	311,124.31	28.4%
TOTAL SCHOOL NUTRITION	0	0	0	5,836,052.22	4,841,527.04	-10,677,579.26	100.0%
TOTAL REVENUES	-17,914,000	0	-17,914,000	-1,082,895.86	.00	-16,831,104.14	
TOTAL EXPENSES	17,914,000	0	17,914,000	6,918,948.08	4,841,527.04	6,153,524.88	
GRAND TOTAL	0	0	0	5,836,052.22	4,841,527.04	-10,677,579.26	100.0%

** END OF REPORT - Generated by VALENZUELA, UVALDINA **

03/18/2021 14:16
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ECTOR COUNTY ISD, TX
DEBT SERVICE FUND YTD BUDGET REPORT
JANUARY 31, 2021

P 1
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FOR 2021 07

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
511 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-17,442,331	0	-17,442,331	-10,711,656.70	.00	-6,730,674.30	61.4%
71 DEBT SERVICE	13,059,794	0	13,059,794	9,659,984.38	.00	3,399,809.62	74.0%
TOTAL DEBT SERVICE FUND	-4,382,537	0	-4,382,537	-1,051,672.32	.00	-3,330,864.68	24.0%
TOTAL REVENUES	-17,442,331	0	-17,442,331	-10,711,656.70	.00	-6,730,674.30	
TOTAL EXPENSES	13,059,794	0	13,059,794	9,659,984.38	.00	3,399,809.62	
GRAND TOTAL	-4,382,537	0	-4,382,537	-1,051,672.32	.00	-3,330,864.68	24.0%

** END OF REPORT - Generated by VALENZUELA, UVALDINA **

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 MONTHLY REPORT OF TAX COLLECTIONS
 FOR THE PERIOD OF JULY 1, 2020 THRU JANUARY 31, 2021

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2020 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2020	174,100,672.70	274,754.34	174,375,427.04	57,726,259.61	51,651,269.32	64,997,898.11		37.27%
DELINQUENT TAX								
2019	6,381,038.16	(487,489.79)	5,893,548.37	1,814,289.23	152,290.55	3,926,968.59	61.54%	66.63%
2018	2,659,095.12	(173,512.37)	2,485,582.75	202,705.63	28,551.49	2,254,325.63	84.78%	90.70%
2017	1,740,611.74	(3,958.09)	1,736,653.65	153,457.02	20,653.44	1,562,543.19	89.77%	89.97%
2016	1,450,570.09	5,282.10	1,455,852.19	119,774.92	15,554.85	1,320,522.42	91.03%	90.70%
2015	1,037,826.09	1,302.24	1,039,128.33	(13,930.64)	7,999.17	1,045,059.80	100.70%	100.57%
2014	1,051,940.57	(689.87)	1,051,250.70	47,691.53	3,725.24	999,833.93	95.05%	95.11%
2013	663,534.57	(687.36)	662,847.21	18,620.74	1,182.92	643,043.55	96.91%	97.01%
2012	463,472.17	(444.18)	463,027.99	7,108.95	891.46	455,027.58	98.18%	98.27%
2011	461,256.80	(511.64)	460,745.16	4,958.82	723.82	455,062.52	98.66%	98.77%
2010	353,145.72	(533.61)	352,612.11	3,412.76	911.00	348,288.35	98.62%	98.77%
2009	341,526.20	(52,100.47)	289,425.73	3,082.07	285.50	286,058.16	83.76%	98.84%
2008+	1,810,119.77	(8,686.40)	1,801,433.37	13,358.78	614.23	1,787,460.36	98.75%	99.22%
TOTAL DELINQUENT TAX	18,414,137.00	(722,029.44)	17,692,107.56	2,374,529.81	233,383.67	15,084,194.08	86.35%	88.16%
CED # 24 SII TAXES	48,507.75	0.00	48,507.75	0.00	0.00	48,507.75	100.00%	100.00%
TOTAL ALL TAXES	192,563,317.45	(447,275.10)	192,116,042.35	60,100,789.42	51,884,652.99	80,130,599.94		
PENALTY / INTEREST / DISCOUNT						YEAR TO DATE		
					0.00	0.00	0.00	
					0.00	0.00	0.00	
					782,193.73	89,537.47	871,731.20	
					0.00			
TOTAL PENALTY / INTEREST / DISCOUNT					782,193.73	89,537.47	871,731.20	
OTHER COLLECTIONS								
					0.00	0.00	0.00	
					1,029.06	59.96	1,089.02	
					49,606.60	65,684.90	115,291.50	
					0.00	0.00	0.00	
					0.00	0.00	0.00	
					0.00	0.00	0.00	
					0.00	0.00	0.00	
					0.00	0.00	0.00	
TOTAL OTHER					50,635.66	65,744.86	116,380.52	
TOTAL SCHOOL					60,933,618.81	52,039,935.32	112,973,554.13	

TOTAL	GENERAL FUND		DEBT SERVICE		TOTAL
	TAXES PAID	P + I + C	TAXES PAID	P + I + C	
	47,059,380.26	140,841.08	4,825,272.73	14,441.25	52,039,935.32

ECISD Over \$50,000 Report for February 2021

PO#	PO Date	Vendor Name	Amount	General Comments	1st GL Account	Approval Process	Department	Requestor
21008464	02/24/2021	UNDERWOOD LAW FIRM PC	\$ 137,500	Legal Serv.-Ch 313 Agreement	199-41-6211-13-970-99	Board Approved February 2021	Finance	Lidia Valenzuela
21008557	02/26/2021	LEONARD CURTIS CULWELL	\$ 137,500	CONSULTING SERVICES	199-41-6299-13-970-99	Board Approved February 2021	Finance	Lidia Valenzuela
21007765	02/02/2021	METLIFE	\$ 129,455	METLIFE DENTAL	863-00-2153-28-000-00	RFP #20-06	Benefits/Risk Management	Maria Melendez
21007719	02/02/2021	CDW-G	\$ 72,830	LTK2400-JAMF RENEWAL 20-21	199-53-6394-38-864-99	National IPA Coop Contract #R160201 & R171001	Information Technology	Jennifer Bakley
21008101	02/09/2021	SILSBEE FORD	\$ 71,770	AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS (INCLUDI	199-52-6631-00-952-99	BuyBoard Coop Contract #601-19	District Police Department	Kimberley Jones

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Scott Muri, Superintendent of Schools

FROM: Staci Ashley, Executive Director of Human Resources



RE: Routine Personnel Report for February 2021

DATE: 2/28/2021

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
AMBROSIA SANCHEZ RODRIQUEZ	FOURTH-BILINGUAL	BUDDY WEST ELEMENTARY	2/22/2021
AMBER MOLINAR	KINDER (REG)	EDWARD K DOWNING ELEMENTARY	2/25/2021

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
BARBRA JANE ARANZAMENDEZ	SECONDARY SPED-SC	BOWIE MIDDLE SCHOOL	2/11/2021
TREY ENRIQUEZ	PE/COACH	ODESSA HIGH SCHOOL	2/1/2021
ARMAND POINTER	SCIENCE TEACHER	BOWIE MIDDLE SCHOOL	2/24/2021
NICHOLAS HARRISON	SCIENCE TEACHER	BOWIE MIDDLE SCHOOL	2/22/2021
KELLY DEBOUSE	MATH TEACHER	BONHAM MIDDLE SCHOOL	2/1/2021
MIGUEL ORTIZ MARTELL	MATH TEACHER	BONHAM MIDDLE SCHOOL	2/4/2021

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MELLISA BUTTS	POLICE OFFICER	ECISD POLICE DEPARTMENT	2/23/2021

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
RAMON ROMO	FOURTH-BILINGUAL	WEST ELEMENTARY SCHOOL	2/12/2021

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
KALA HARDY	TEEN LEADERSHIP	ALTERNATIVE EDUC CENTER	2/12/2021
THADDEUS FORTUNE	SS/COACH	PERMIAN HIGH SCHOOL	2/17/2021
FEDERICO AVILA	WELDING	ADVANCED TECHNICAL CENTER	2/22/2021

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
THOMAS DEMORROW	OPERATIONS MANAGER	SUPPORT SERVICES OPERATION	2/25/2021
ANA GUERRERO	COUNSELOR, SAS	GUIDANCE & COUNSELING	2/8/2021
SUSANA LARA	ASST PRIN, YC-ALT	ALTERNATIVE EDUC CENTER	2/12/2021



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Scott Muri, Superintendent of Schools

SUBJECT: **POSSIBLE ACTION CONCERNING LEVEL III GRIEVANCE HEARING – LASHAUN PERKINS**

DATE: March 23, 2021

As stated in Board Policy DGBA (Local), Level III: If the employee did not receive the relief requested at the Level II or if the time for a response has expired, the employee may appeal the decision to the Board.

Administrative Recommendation:

Possible Action Concerning Level III Grievance Hearing filed by Lashaun Perkins.