

# **Agenda of Regular Meeting and Public Hearing on Intention of Ector County Independent School District to Consider Designating the Quail Run Carbon Reinvestment Zone**

## **The Board of Trustees Ector County Independent School District**

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A Regular Meeting and Public Hearing on Intention of Ector County Independent School District to Consider Designating the Quail Run Carbon Reinvestment Zone of the Board of Trustees of Ector County Independent School District will be held August 16, 2022, beginning at 6:00 PM.

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:  
Gonzales Elementary School 5th Grade Students  
Amerah Hays and Piper McGuire
4. Invocation: Deacon Scott Randolph, St Joseph's Catholic Church
5. Special Presentations:  
Presentation of Extra Mile Award to Lorraine Perryman, Lisa Wyman and Chris Cole  
Presentation of Split Gavel Award to Tammy Hawkins  
Announcement of NAMM Foundation Best Communities for Music Education Award  
UIL Outstanding Soloists
6. Opening Remarks by Superintendent
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13. 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.] (The Board of Trustees will deliberate the retroactive hiring of principals at Buice Elementary, Travis Elementary, and Executive Director of Career and Technology Education) and (The Board	

of Trustees will deliberate the hiring of the principal at Bowie Middle School).  
 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.]

A. Discussion of and Request for Approval of Retroactive Personnel Recommendation to Hire Buice Elementary Principal	311
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15. Closing Remarks by Superintendent	
16. Adjournment	



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF TASB LOCAL POLICY UPDATE 119 AFFECTING POLICIES:**

- CPC(LOCAL): OFFICE MANAGEMENT, RECORDS MANAGEMENT**
- DMA(LOCAL): PROFESSIONAL DEVELOPMENT, REQUIRED STAFF DEVELOPMENT**
- EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM, REQUIRED INSTRUCTION (ALL LEVELS)**
- EHB(LOCAL): CURRICULUM DESIGN, SPECIAL PROGRAMS**
- EHBA(LOCAL): SPECIAL EDUCATION, IDENTIFICATION, EVALUATION, AND ELIGIBILITY**
- EHBB(LOCAL): SPECIAL PROGRAMS, GIFTED AND TALENTED STUDENTS**
- EIF(LOCAL): ACADEMIC ACHIEVEMENT, GRADUATION**
- FFBA(LOCAL): CRISIS INTERVENTION, TRAUMA-INFORMED CARE**
- FFH(LOCAL): STUDENT WELFARE, FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

**DATE:** August 16, 2021

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The Administration requests the Board approve TASB Update 119. Policy Update 119 covers recommended (LOCAL) policy revisions to address new laws from the 87<sup>th</sup> Legislature, Regular Session, and the First, Second, and Third Called Sessions. Other revisions included in this update are in response to revisions to the Administrative Code.

\*\*\*\*\*

Administrative Recommendation:  
Approval of TASB Local Policy Update 119.



# Update 119

# Local Policy Overview

# CPC(LOCAL)

## Records Management

- Revisions address new rules that the Texas State Library and Archives Commission (TSLAC) recently adopted to address the management of electronic records to [Bulletin B: Electronic Records Standards and Procedures](#).
- Revisions delegate to the records management officer the responsibility to develop procedures for the management of these electronic records that comply with the district's records control schedules and meet minimum components required by law.

# DMA(LOCAL)

## Required Staff Development

- The new text in DMA(LOCAL) is recommended to comply with [Senate Bill 1267](#) from the Regular Session.
- The bill requires the board to adopt a professional development policy based on the training recommendations in the clearinghouse. The SBEC clearing house is a collection of best practices and industry recommendations for professional development.
- Recommended text reflects that the board must annually approve the district's professional plan, which must be guided by the clearinghouse recommendations.
- TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional plan by August 1, or as soon as possible thereafter, to ensure compliance with the law.

# EHAA(LOCAL)

## Required Instruction (All Levels)

- New provisions are recommended based on [Senate Bill 9](#) from the Second Called Session.
- The legislation imposes several requirements related to instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials related to these topics.
- Provisions follow the required steps by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that meets the requirements in law before acting by a record vote.

# **EHB(LOCAL) & EHBAA(LOCAL)**

## **Special Programs & Special Education**

- In response to TEA policy requirements associated with the TEA special education cyclical monitoring reviews, two new local policies are recommended for inclusion in the policy manual, EHB and EHBAA. TASB Policy Service recommends that the board adopt these policies in advance of the scheduled special education monitoring review.
- Policy EHB(LOCAL) requires the district to provide regular training opportunities for teachers of students with dyslexia.
- Policy EHBAA(LOCAL) ensures that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday.

# **EHBB(LOCAL)**

## **Gifted and Talented Students**

- Recommended revisions are prompted by [House Bill 1525](#) from the Regular Session.
- This bill removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted and Talented Students.
- The corresponding provision in EHBB(LOCAL) is recommended for deletion.

# EIF(LOCAL)

## Graduation

- New text is recommended to comply with amended Administrative Code rules.
- The new rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application. Completion and submission of this application are a requirement to graduate.
- Recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid, or FAFSA, and the Texas application for state financial aid or TASFA.

# FFBA (LOCAL)

## Trauma-Informed Care

- The proposed revision addresses [Senate Bill 1267](#), from the Regular Session, which requires training and trauma-informed care to be provided in accordance with the board's professional development policy.
- The same bill also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training; therefore, we recommend deleting that provision from the policy.

# FFH(LOCAL)

## Freedom from Discrimination, Harassment, and Retaliation

- Recommendations address a new board policy requirement from [Senate Bill 9](#), which was enacted during the Second Called Session.
  - Required text has been added at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to notify the parent of an alleged victim or perpetrator when it receives a report of dating violence.
  - New law requires that the district's policy include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No further changes are recommended regarding these elements based on the district's existing FFH(LOCAL) policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.
  - Remaining revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.0065.007 [See BBFA and CHE]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **Information Coordinator**, as prescribed by Government Code 552.012. [See BBD]

**Local Government  
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government  
Record”

Records  
Management  
Officer

The ~~Superintendent~~ **Superintendent** shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

*Notification*

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

**Electronic Records**

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control  
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

**Website Postings**

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

**Records Destruction Practices**

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

**Training**

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

**The Superintendent shall recommend**

~~The Board recognizes the District's need for systematic, ongoing professional development and evaluation for all employees. The Board authorizes the Superintendent to provide an articulated and coordinated plan for all consistent with state and District employees. The Board shall annually review the goals and requirements. For purposes of this local policy, the terms "professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional" and "staff development plan. The District's" are used synonymously.~~

~~All professional development plan must: shall be designed, implemented, and evaluated according to state and District standards and shall provide for the diverse learning needs of all employees. Professional development shall be aligned with both District and campus improvement plans and shall be based on assessment of needs, other evaluative documents, best practice research, and priorities derived from student assessment data.~~

- ~~1. Be guided by the SBEC clearinghouse training recommendations;~~
- ~~2. Note any differences in the District's plan from the clearinghouse recommendations; and~~

**Include a schedule of the required professional development for all District employees. Effective Professional Development**

~~In accordance with the TEA and the commissioner's rules, effective professional development will focus on the knowledge, skills, and attitudes required for teachers, administrators, and other school employees so that all students can learn and perform at high levels.~~

~~Quality professional development must consistently model results-driven and student-centered learning, flexible grouping, collaboration, follow-up, and commitment. The approved program shall provide access to various methods of professional development including individually-guided, observation/assessment, school improvement and development, inquiry, and training. To further affect behavioral changes in instructional practices, professional development should be delivered in at least four levels of impact:~~

- ~~1. Awareness,~~
- ~~2. Initiation,~~
- ~~3. Implementation, and~~
- ~~4. Institutionalization.~~

### **Standards**

PROFESSIONAL DEVELOPMENT  
REQUIRED STAFF DEVELOPMENT

DMA  
(LOCAL)

In accordance with the National Staff Development Council, the standards of context, process, and content must be in place to ensure that professional development makes a difference in student learning. Context addresses the organization, system, or culture in which the new learning will be implemented. Process refers to the "how" of professional development. It describes the means for the acquisition of new knowledge and skills. Content refers to the actual skills and knowledge that effective professionals acquire through professional development learning opportunities.

**Number of Days**

Professional development days are determined by the state and/or granted by special staff development waiver requests. Districts must submit staff development waiver requests 31 days before planned implementation. Staff development waivers will be effective for only one year and must be evaluated annually. Staff development waiver days are in lieu of instructional days and must be designated specifically for staff development.

Principals, teachers, and instructional aides must attend staff development days as designated on the District calendar [see DEC(LOCAL)].

**Evaluation**

All professional development will be evaluated by an ongoing process that includes multiple sources of information and focuses on all levels of the organization. Evaluation will measure the impact of professional development on student achievement, employee performance, and organizational effectiveness.

**Reporting**

The Director of Professional Development shall report annually, to both the Board and the Texas Education Agency Waiver Unit, evidence that professional development activities have impacted student learning.

**Human Sexuality  
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on  
Prevention of Child  
Abuse, Family  
Violence, Dating  
Violence, and Sex  
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

<b>Referral</b>	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
<b>Identification Criteria</b>	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
<b>Assessments</b>	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
<b>Selection</b>	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
<b>Notification</b>	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

<b>Reassessment</b>	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
<b>Transfer Students</b>	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.
Interdistrict	[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
<b>Furloughs</b>	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
<b>Exit Provisions</b>	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
<b>Appeals</b>	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
<b>Program Evaluation</b>	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, [school](#) counselors, students in the gifted and talented program, and the community.

### Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

### Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

<b>Course Requirements</b>	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
<b>Foundation Program</b>	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
<b>No Fine Arts Substitutions</b>	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
<b>Physical Education Substitutions</b> Activities and Courses	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.  Students may substitute one year of dance for one year of the required physical education credit only if the student has previously fulfilled the required fine arts credit. Dance may substitute for only 1 credit as a physical education credit. All other dance credits shall remain as fine arts credits. [See EIF(LEGAL)]
Private or Commercial Programs	The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner of education. [See also EHAC]
<b>Financial Aid Application Confirmation</b>	As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following: <ol style="list-style-type: none"><li>1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;</li><li>2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;</li></ol>

3. A copy or screenshot of the FAFSA acknowledgment page;
4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);
5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

**Trauma-Informed  
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan.](#) The District improvement plan shall specify required training for any other District employees as applicable.

~~Annual Report~~

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

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**Note:** This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of  
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

**Discrimination**

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited  
Harassment  
Prohibited  
harassment**Statement  
t of  
Nondiscrimination

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

**Harassment**

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

**Harassment**~~Prohibited harassment~~ includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual  
Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**—~~Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual  
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
<b>Dating Violence</b>	<p>Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.</p> <p>For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none"><li>1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;</li><li>2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or</li><li>3. Otherwise adversely affects the student's educational opportunities.</li></ol>
Examples	Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
<b>Reporting Procedures</b>	<p>Any student who believes that he or she has experienced prohibited conduct <b>and any person who</b> believes that <b>another</b> student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.</p> <p>Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.</p>
Student Report	
Employee Report	

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Definition of District Officials	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p>An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
<b>Notice to Parents</b>	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p> <p>When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.</p>
<b>Investigation of Reports Other Than Title IX</b>	The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to <a href="#">Title IX Sexual Harassment—Title IX</a> .

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	<p>The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
Initial Assessment	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.</p> <p>If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.</p>
District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p>

	<p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, <del>and</del> harassment, <del>and</del> retaliation.</p>
<i>Bullying</i>	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
<i>Improper Conduct</i>	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
Appeal	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent <del>has the</del> <del>shall be informed of his or her</del> right to file a complaint with the United States Department of Education Office for Civil Rights.</p>

**Response to Title IX  
Sexual Harassment-  
Title IX**

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed or dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal  
Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

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3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

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who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

<b>Examples</b>	Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.
<b>False Claim</b>	A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.
<b>Records Retention</b>	<p>The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]</p> <p>[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]</p>
<b>Access to Policy and Procedures</b>	Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.



## **Ector County Independent School District**

### **Action Page**

**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT: PUBLIC HEARING ON INTENTION OF ECTOR COUNTY  
INDEPENDENT SCHOOL DISTRICT TO CONSIDER  
DESIGNATING THE QUAIL RUN CARBON REINVESTMENT  
ZONE**

**DATE:** August 16, 2022

---

A Public Hearing on intention of Ector County Independent School District to consider designating the Quail Run Carbon Reinvestment Zone.

\*\*\*\*\*



**TO:** Board of Trustees

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT: DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION DESIGNATING THE QUAIL RUN CARBON REINVESTMENT ZONE, ESTABLISHING THE BOUNDARIES THEREOF AND PROVIDING FOR AN EFFECTIVE DATE, PURSUANT TO CHAPTER 312 AND 313 OF THE TEXAS TAX CODE**

**DATE:** August 16, 2022

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We are requesting consideration of approval and adoption of the Resolution, creating the Quail Run Carbon Reinvestment Zone, establishing boundaries thereof; providing for today, August 16, 2022, as the effective date of the Resolution; and, that the Superintendent, or designee, be authorized to take such further action as may be required to establish the Quail Run Carbon Reinvestment Zone.

\*\*\*\*\*

Administrative Recommendation:

Approval to adopt the Resolution as presented creating the Quail Run Carbon Reinvestment Zone, establishing boundaries thereof; providing for today, August 16, 2022, as the effective date of the Resolution; and, that the Superintendent, or designee, be authorized to take such further action as may be required to establish the Quail Run Carbon Reinvestment Zone, as Pursuant to Chapter 312 and 313 of the Texas Tax Code.

## RESOLUTION

**A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR TEXAS TAX CODE CHAPTER 313 APPRAISED VALUE LIMITATION IN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT, IN ECTOR COUNTY, TEXAS, TO BE KNOWN AS THE QUAIL RUN CARBON REINVESTMENT ZONE; ESTABLISHING THE BOUNDARIES THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.**

*WHEREAS*, the Board of Trustees of the Ector County Independent School District desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A. Texas Tax Code § 312.0025), for the purpose of authorizing an *Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the Texas Tax Code; and

*WHEREAS*, on August 16, 2022, a hearing before the Board of Trustees of the Ector County Independent School District was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing, and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

*WHEREAS*, the Board of Trustees of Ector County Independent School District at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone, and whether all or part of the territory described should be included in the proposed reinvestment zone; and

*WHEREAS*, the proponents of the reinvestment zone offered evidence in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

***BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT:***

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

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

- (a) That the public hearing on adoption of the *Quail Run Carbon Reinvestment Zone* has been properly called, held and conducted and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and

- (b) That the boundaries of the *Quail Run Carbon Reinvestment Zone* be and, by the adoption of this Resolution, is declared and certified to be, the area as described in the legal description attached hereto as “**EXHIBIT A**”; and,
- (c) That the map attached hereto as “**EXHIBIT B**” is declared to be and, by the adoption of this Resolution is certified to accurately depict and show the boundaries of the *Quail Run Carbon Reinvestment Zone* which is normatively described in **EXHIBIT A**; and
- (d) That creation of the *Quail Run Carbon Reinvestment Zone* with boundaries as described in **EXHIBIT A** and **EXHIBIT B** will result in benefits to the Ector County Independent School District and to land included in the reinvestment zone, and that the improvements sought are feasible and practical; and
- (e) The *Quail Run Carbon Reinvestment Zone* described in **EXHIBIT A** and **EXHIBIT B** meets the criteria set forth in Texas Tax Code § 312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or (i) will attract major investment in the zone that will be a benefit to the property and Ector County Independent School District, and (ii) would contribute to economic development within the Ector County Independent School District, and that the entire tract of land is located entirely within the Ector County Independent School District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the Ector County Independent School District hereby creates a reinvestment zone under the provisions of Texas Tax Code § 312.0025, encompassing the area described by **EXHIBIT A** and **EXHIBIT B**, and such reinvestment zone is hereby designated and shall hereafter be referred to as the *Quail Run Carbon Reinvestment Zone*.

SECTION 4. That the *Quail Run Carbon Reinvestment Zone* shall take effect upon adoption by the Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for periods not to exceed five (5) years.

SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Ector County Independent School District Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the

official newspaper of general circulation in Ector County Independent School District and Ector County, Texas, and furthermore, such notice was in fact, delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 16th day of August, 2022.

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Steve Brown, President  
Board of Trustees

**ATTEST:**

By: \_\_\_\_\_  
Christopher Stanley, Secretary  
Board of Trustees

# EXHIBIT A

## DESCRIPTION OF REINVESTMENT ZONE

The Quail Run Carbon Reinvestment Zone includes the property described below. A map of the Quail Run Carbon Reinvestment Zone is also attached as Exhibit B. In the event of a discrepancy between this Exhibit A and the attached map on Exhibit B, Exhibit B shall control.

Tracts being situated in the Ector County Independent School District and Ector County, Texas, and being more fully described as follows:

### LEGAL DESCRIPTION OF A 17.10 ACRE TRACT

**DESCRIPTION OF 17.10 ACRE TRACT, BEING A PORTION OF A CALLED 40.00 ACRE TRACT LOCATED IN SECTION 31, BLOCK 41, ABSTRACT NO. 77, IN THE T. & P. RR. CO. SURVEY, CONVEYED IN DOCUMENT NO. 2006-00004754, VOLUME 2014, PAGE 987, OFFICIAL PUBLIC RECORDS, ECTOR COUNTY, TEXAS (O.P.R.E.C.TX.) TO NAVASOTA ODESSA ENERGY PARTNERS, L.P. (CURRENTLY "QUAIL RUN ENERGY PARTNERS, LP" PER DOCUMENT NUMBERS 2015-00001234 AND 2015-00001690, O.P.R.E.C.TX.). THE PERIMETER OF SAID 17.10 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** AT A CALCULATED POINT AND SAID POINT OF BEGINNING HAVING GRID COORDINATES N=10,639,920.85, E=1,680,254.53 US SURVEY FEET;

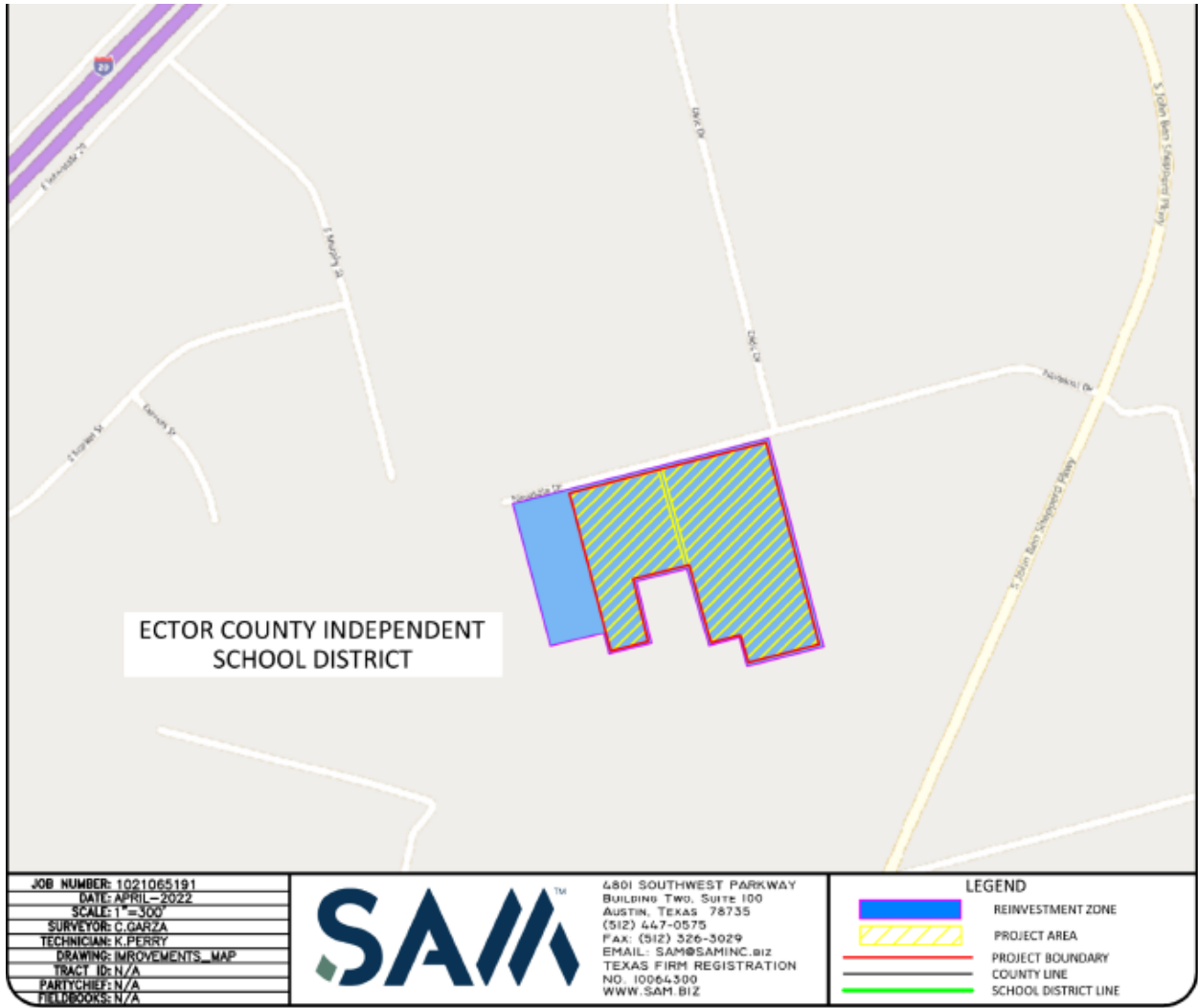
**THENCE** OVER AND ACROSS SAID SECTION 31, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. NORTH 75°44'09" EAST, A DISTANCE OF 1,081.36 FEET TO A CALCULATED POINT,
2. SOUTH 14°51'37" EAST, A DISTANCE OF 884.51 FEET TO A CALCULATED POINT,
3. SOUTH 75°48'30" WEST, A DISTANCE OF 324.28 FEET TO A CALCULATED POINT,
4. NORTH 14°27'50" WEST, A DISTANCE OF 121.35 FEET TO A CALCULATED POINT,
5. SOUTH 75°32'49" WEST, A DISTANCE OF 129.24 FEET TO A CALCULATED POINT,
6. NORTH 16°08'05" WEST, A DISTANCE OF 327.30 FEET TO A CALCULATED POINT,
7. SOUTH 76°34'32" WEST, A DISTANCE OF 212.57 FEET TO A CALCULATED POINT,
8. SOUTH 13°28'58" EAST, A DISTANCE OF 263.20 FEET TO A CALCULATED POINT,
9. SOUTH 76°07'43" WEST, A DISTANCE OF 179.10 FEET TO A CALCULATED POINT,
10. NORTH 13°54'35" WEST, A DISTANCE OF 87.67 FEET TO A CALCULATED POINT,
11. SOUTH 76°24'11" WEST, A DISTANCE OF 225.20 FEET TO A CALCULATED POINT,
12. NORTH 14°50'20" WEST, A DISTANCE OF 604.58 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 17.10 ACRES, MORE OR LESS.

BEARING BASIS: ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES IN US SURVEY FEET.

# EXHIBIT B

## MAP OF THE QUAIL RUN CARBON REINVESTMENT ZONE



PATH: \\SAMINC\AUS\PROJECTS\1021065191\100\SURVEY\03EXHIBITS\IMPROVEMENTS\_MAP\_B.DWG



## 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:** August 16, 2022

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As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

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

ECISD

Request for purchases over \$50,000

August 2022

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Information	Contract Term
1	Heinemann, a division of Greenwood Publishing Group LLC	\$ 1,215,936	Federal Funds ESSER 282	Lisa Wills, Curriculum & Instruction	RFP 22-34	Math professional development	K-5th grade math small group acceleration	FY 2022-2023 & FY 2023-2024
2	Recommended Vendor Pool: Chick-fil-A Dominoes Pizza	\$ 583,284	Federal Funds SN 240	Jieun Pando, School Nutrition	RFP 22-35	Smart Snack entrée	Qualified USDA Smart Snack entrée for a la carte program in the cafeterias.	FY 2022-2023
3	Sewell Ford Odessa	\$ 150,946	Federal Funds SN 240	Jieun Pando, School Nutrition	Emergency Purchase	Utility Vehicles	Emergency Purchase approved by Texas Department of Agriculture since it is hard to obtain these needed vehicles.	FY 2022-2023
4	All American CJD of Odessa	\$ 75,800	Federal Funds SN 240	Jieun Pando, School Nutrition	IFB 23-01 SN	Cargo Vans	Two cargo vans to transport meals for satellite feeding sties.	FY 2022-2023
5	Commercial Food Service	\$ 45,072	Federal Funds SN 240	Jieun Pando, School Nutrition	IFB 22-41 SN	Food Processors	New food processors for 24 school nutrition kitchens.	FY 2022-2023
6	AAA Affordable Vacuum Service	\$ 23,370	General Fund 199/ SN 240	Purchasing Director	RFP 22-37	Cleaning Services	Clean 1,000 gallon grease traps in all 41 cafeteria kitchens.	FY 2022-2023 with option to renew for 4 additional one year periods
7	Rodriguez Drywall & Paint Co.	\$71 per hour for painter and helper	General Fund 199	Purchasing Director	RFP 22-38	Painting Services	Paint district buildings.	FY 2022-2023 with option to renew for 4 additional one year periods
8	Recommended Vendor Pool: Broadway Motors Inc. dba Bill Williams Tire Center Customer Crafted Upholstery Dale's Alignment & Brake Service, Inc. Exhaust Sounds, Inc. FABCO Industries, LLC Permian Glass CO Permian Tractor Sales Transmission Service & Supply Inc.	various per hour rates	General Fund 199	Purchasing Director	RFP 22-29	Supplemental District Vehicle Repair Services	Supplemental district vehicle repair.	FY 2022-2023 with option to renew for 4 additional one year periods

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## RFP # 22-34 – K – 5<sup>th</sup> Grade Math Small Group Acceleration Plan

- **Purpose:** Small group math acceleration platform. That will provide professional development and digital tools for teachers. The RFP will be for 2022-2023 & 2023-2024 school years.
- **Background Info:** Math professional development to focus on Texas and National math standards.
- **Estimated Cost:** \$215,935.10
- **Funding Source:** Federal Fund 282 ESSER III
- **Recommended Supplier/Service Provider:**

Heinemann, a division of Greenwood Publishing Group LLC

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Board President Approval

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Date

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

REBID RFP #22-34 for a K-5th Grade Math Small Group Acceleration Platform  
Closed: Wednesday, July 13, 2022 at 4:00 p.m.

**TALLIED EVALUATIONS**

EVALUATORS	SUPPLIERS						
	Attainment Company Inc.	Dreambox Learning Inc	Global Intelligence Services LLC	Heinemann	IXL Learning Inc	Southwest Education Inc	Zearn
#1	41	46	32	71	67	42	35
#2	36	40	29	81	55	50	37
#3	42	48	30	81	57	40	37
<b>TOTAL</b>	119	134	91	233	179	132	109
<b>AVERAGE SCORE</b>	39.66666667	44.66666667	30.33333333	114.6666667	59.66666667	44	103.6666667

**Jieun Pando**

Ector County ISD Director of School Nutrition  
(432) 456-9741  
1120 W 10<sup>th</sup> St Odessa, TX  
Odessa, TX 79763  
[Jieun.Pando@ectorcountyisd.org](mailto:Jieun.Pando@ectorcountyisd.org)



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**RFP#22-35SN – Smart Snack Direct Delivery**

- **Purpose:** To receive qualified USDA Smart Snack entrée for our a la carte program.
- **Background Info:** The School Nutrition Department is seeking to provide a la carte items to offer students with additional food options.
- **Cost:** \$583,283.38
- **Funding Source:** Federal Fund 240 SN
- **Recommended Supplier/Service Provider:**  
Chick-fil-A University Blvd  
Domino’s Pizza

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Board President Approval

---

Date



<b>Event Number</b>	22-35SN	<b>Organization</b>	ECISD Purchasing
<b>Event Title</b>	Smart Snack Direct Delivery	<b>Workgroup</b>	School Nutrition
<b>Event Description</b>	The Ector County Independent School District Nutrition Department (ECISD) will receive proposals for Smart Snack Food Items until 1:00	<b>Email</b>	Elias.Jimenez@ectorcountysd.org
<b>Event Type</b>	RFP	<b>Phone</b>	(432) 456-9740
<b>Issue Date</b>	6/4/2022 08:15:30 AM (CT)	<b>Fax</b>	xsn-assista
<b>Close Date</b>	7/7/2022 01:00:00 PM (CT)		

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Domino's	Midland	TX	6/27/2022 12:18:34 PM (CT)	1	\$331,875.00
Chick-fil-A University Blvd (NBCF Odessa		TX	7/5/2022 03:17:44 PM (CT)	3	\$243,250.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

**Jieun Pando**

Ector County ISD Director of School Nutrition  
(432) 456-9741  
1120 W 10<sup>th</sup> St Odessa, TX  
Odessa, TX 79763  
[Jieun.Pando@ectorcountyisd.org](mailto:Jieun.Pando@ectorcountyisd.org)



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## School Nutrition Maintenance Utility Trucks

**Purpose:** For the purchase of two utility vehicles to replace our current Lead Technician and Assistant Technician vehicles. The purchase of these two utility vehicles was approved by TDA for as an emergency purchase.

**Background Info:** The School Nutrition Department technicians oversee 37 sites and are constantly using the vehicle to maintain kitchen equipment and provide daily repairs to continue the School Nutrition Operations. The current vehicles have exceeded the average lifespan and have started to produce maintenance issues.

- **Cost:** \$150,945.20
- **Funding Source:** Federal Fund 240 SN
- **Recommended Supplier/Service Provider:**  
Sewell Ford Odessa

---

Board President Approval

---

Date



**Capital Expenditure Request  
For School Year: 2022 - 2023**

00327 Status: Active  
**ECTOR COUNTY ISD**  
 DBA:  
 802 N SAM HOUSTON  
 ODESSA, TX 79761-3973  
 County District Code: 068-901  
 ESC: 18 TDA Region: 1

**Comments to Contracting Entity**

THIS IS APPROVED AS AN ALLOWABLE EXPENDITURE. PLEASE NOTE, THIS APPROVAL IS FOR THE EXPENDITURE, AND THE PROPER PROCUREMENT METHOD MUST BE UTILIZED, COMPLETED, AND DOCUMENTED FOR THIS PURCHASE. IF, IN A FUTURE ADMINISTRATIVE REVIEW, THE PURCHASE IS FOUND TO NOT HAVE BEEN CONDUCTED IN COMPLIANCE WITH USDA PROCUREMENT REGULATIONS, THE AMOUNT OF THE PURCHASE WILL BE DISALLOWED AS A FISCAL ACTION. THE SCHOOL MUST ALSO ENSURE THAT THE APPROPRIATE ALLOCATION IS APPLIED IF THE ITEM PURCHASED IS NOT UTILIZED 100% FOR THE CHILD NUTRITION PROGRAMS.

**Contact Information**

1. Name:	Salutation	First Name	Last Name
		▼ Elias	Jimenez
2. Email Address: 	elias.jimenez@ectorcountyyisd.org		
3. Phone:	(432) 456-9740	Ext:	Fax:
4. Title:	School Nutrition Assistant Director		

**Capital Expenditure Items**

5. By Federal law, TDA must approve, in advance, any capital expenditures greater than or equal to \$5,000. Complete the fields below to submit your capital expenditure request to TDA.  
**Select 'Type of Item' from the drop-down list below. If item is not listed, select 'Other' and type a brief description in the line below 'Other'.**


	Item Location	Type of Item	Equipment Age	Quantity	Cost per Item	Total Cost	% Paid by Program Funds
1.	Sn Warehouse 1120 W 10I	Vehicle/Van/Truck ▼	New (<1 year) ▼	2	\$75,472.60	\$150,945.20	100%
2.		▼	N/A: no existing equipment ▼	0	\$0.00	\$0.00	0%
3.		▼	N/A: no existing equipment ▼	0	\$0.00	\$0.00	0%
4.		▼	N/A: no existing equipment ▼	0	\$0.00	\$0.00	0%
5.		▼	N/A: no existing equipment ▼	0	\$0.00	\$0.00	0%
<b>Total Capital Expenditure</b>						<b>\$150,945.20</b>	

6. Comments:

We would like to purchase the two 2022 ford supercab with a utility service box to replace our current utility vehicles which have exceeded the average lifespan and have to be maintained more than usual for our School Nutrition Warehouse Technicians, who repair and maintain our kitchen equipment at all School Nutrition sites. The vehicle will be used 100% by the child nutrition department solely. The vehicle has the capacity to store tools, misc. supplies to

**Attachments**

Attach three quotes required for this purchase. If this capital expenditure request is part of a TDA-approved Excessive Fund Balance Plan, also attach the approved plan.

- |                      |   |                                   |
|----------------------|---|-----------------------------------|
| <a href="#">View</a> |  | Attached on: 7/13/2022 4:37:28 PM |
| <a href="#">View</a> |  | Attached on: 7/13/2022 4:37:06 PM |
| <a href="#">View</a> |  | Attached on: 7/12/2022 8:48:00 AM |
| <a href="#">View</a> |  | Attached on: 7/12/2022 8:45:21 AM |

Attachment Count: 4

## Elias Jimenez

---

**From:** Michael Olivas via Smartsheet <automation@app.smartsheet.com>  
**Sent:** Tuesday, June 21, 2022 2:55 PM  
**To:** Elias Jimenez  
**Subject:** TDA Response

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the phone call and the additional information provided in the email dated 6/21/22. TDA approves the purchase as an emergency due to no proposals from two separate formal solicitations. The approval is for Ector County ISD to utilize quotes and purchase the two trucks without beds and the purchase of two utility beds not to exceed \$150,946.00. Please retain all quotes and invoices to support the purchase amount. This purchase will be sampled during an administrative review,

[Open Update Form](#)

Row 2

**Contracting  
Entity (CE) ID** 327

**CE Name** Elias Jimenez

This notification was sent to [elias.jimenez@ectorcountyisd.org](mailto:elias.jimenez@ectorcountyisd.org).

You are receiving this email because you are included as a collaborator in the rule TDA Response on sheet [Emergency Procurement or Sole Source Form](#).

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**Jieun Pando**

Ector County ISD Director of School Nutrition  
(432) 456-9741  
1120 W 10<sup>th</sup> St Odessa, TX  
Odessa, TX 79763  
[Jieun.Pando@ectorcountyisd.org](mailto:Jieun.Pando@ectorcountyisd.org)



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**IFB#2301SN Cargo Vans**

**Purpose:** For the purchase of 2 cargo van vehicles with the capability of transporting meals for satellite feeding sites that need meals delivered from a prep site. The purchase will take place for SY22-23.

**Background Info:** The School Nutrition Department has been supporting several satellite feeding sites by transporting meals from prep sites. We have additional satellite feeding sites added this school year and we need extra vehicles to transport meals.

- **Estimated Cost:** \$75,800
- **Funding Source:** Federal Fund 240 SN
- **Recommended Supplier/Service Provider:**  
All American CJD of Odessa

---

Board President Approval

---

Date



1 Cargo Van

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
ALL AMERICAN CJD OF ODESSA (2	EA			\$37,876.40	\$75,752.80	

**Jieun Pando**

Ector County ISD Director of School Nutrition  
(432) 456-9741  
1120 W 10<sup>th</sup> St Odessa, TX  
Odessa, TX 79763  
[Jieun.Pando@ectorcountysd.org](mailto:Jieun.Pando@ectorcountysd.org)



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**IFB#22-41SN – Food Preparation Equipment Food Processor**

**Purpose:** To obtain new food processors for twenty-four school nutrition kitchens.

**Background Info:** The School Nutrition Department is seeking to increase efficiency and reduce food costs by replacing old food processors. Cost analysis prior to issue of bid was over \$50,000. The ending cost of the bid was just under.

- **Cost:** \$45,072.00
- **Funding Source:** Federal Fund 240 SN
- **Recommended Supplier/Service Provider:**  
Commercial Food Service

---

Board President Approval

---

Date



1	FOOD PROCESSOR, BENCHTOP / COUNTERTOP						
Supplier	QTY	UOM	BFO	Extended	Unit Price	Extended	
Mission Restaurant Supply	24	EA			\$1,883.00	\$45,192.00	
Commercial Food Service	24	EA	\$ 1,878.00	\$ 45,072.00	\$1,897.00	\$45,528.00	
1st Choice Restaurant Equipmen	24	EA			\$1,934.41	\$46,425.84	
Douglas Equipment (Douglas Foc	24	EA			\$2,319.80	\$55,675.20	
Sam Tell and Son Inc	24	EA			\$2,370.83	\$56,899.92	
Ace Mart Restaurant Supply Co	24	EA			\$2,390.47	\$57,371.28	
11400 Inc	24	EA			\$2,750.00	\$66,000.00	

<b>1</b>	
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Supplier Notes	Manufacturer	Manufacturer #	Criteria 1	Criteria 2	Criteria 3	Criteria 4
Please see attached formal quote for all det	Robot Coupe	CL50E	55	5	10	5
	Robot Coupe	CL50E	60	5	10	5
Please note if quantities change, price may	Robot Coupe	CL50E	50	5	10	5
	Robot Coupe	CL50E	45	5	10	5
	Robot Coupe	CL50E	40	5	10	5
	Robot Coupe	CL50E	35	5	10	5
	Robot Coupe	CL50E	30	5	10	5

Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
5	1	5	5	5	91
5	1	5	5	5	96
5	1	5	5	5	86
5	1	5	5	5	81
5	1	5	5	5	76
5	1	5	5	5	71
5	1	5	5	5	66

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## RFP # 22-37 – Vacuum Service for Grease Traps

- **Purpose:** Clean grease traps in cafeteria kitchens.
- **Background Info:** One-thousand gallon grease traps in 41 kitchens to be cleaned.
- **Estimated Cost:** \$23,370
- **Funding Source:** General Fund 199/Federal Fund 240 SN
- **Recommended Supplier/Service Provider:**

AAA Affordable Vacuum Service

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Board President Approval

---

Date

**Event Number** 22-37  
**Event Title** Vacuum Service for Grease Traps  
**Event Description**  
**Event Type** RFP  
**Issue Date** 6/17/2022 02:00:01 PM (CT)  
**Close Date** 7/6/2022 02:00:00 PM (CT)

**Organization** ECISD Purchasing  
**Workgroup** Purchasing  
**Event Owner** Josette Dobbins  
**Email** Josette.Dobbins@ectorcountyisd.org  
**Phone** 1 (432) 456-9719  
**Fax** 1 (432) 456-9718

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AAA Affordable Vacuum Service	MIDLAND	TX	7/6/2022 08:45:00 AM (CT)	1	\$23,370.00
GONZALES SEPTIC	ODESSA	TX	7/4/2022 10:31:13 AM (CT)	1	\$34,440.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

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## RFP # 22-38 – Painting Service

- **Purpose:** Supplemental district painting services.
- **Background Info:** Buildings are in need of paint and the district cannot employ enough people to do this work.
- **Estimated Cost:** \$71 per hour for painter and helper
- **Funding Source:** General Fund 199
- **Recommended Supplier/Service Provider:**

Rodriguez Drywall & Paint Co.

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Board President Approval

---

Date

<b>Event Number</b>	22-38	<b>Organization</b>	ECISD Purchasing
<b>Event Title</b>	Supplemental District Painting Services	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	All required documents along with the com	<b>Event Owner</b>	Josette Dobbins
<b>Event Type</b>	RFP	<b>Email</b>	Josette.Dobbins@ectorcountyisd.org
<b>Issue Date</b>	6/17/2022 02:01:00 PM (CT)	<b>Phone</b>	1 (432) 456-9719
<b>Close Date</b>	7/6/2022 02:00:00 PM (CT)	<b>Fax</b>	1 (432) 456-9718

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Rodriguez Drywall & Paint Co., I	Odessa	TX	7/5/2022 04:20:57 PM (CT)	3	\$71.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1 Painter's Hourly Rate									
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Rodriguez Drywall & Paint Co., Ir				\$42.50	\$42.50				

2 Painter's Helper Hourly Rate (If Applicable)									
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Rodriguez Drywall & Paint Co., Ir				\$28.50	\$28.50				

3 Percentage mark up for paint and sundries									
Supplier	QTY	UOM	Estimated	Mark Up	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Rodriguez Drywall & Paint Co., Ir 1		EA		20.0%					

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## RFP # 22-39 – Supplemental District Vehicle Repair Services

- **Purpose:** Supplemental district vehicle repair services.
- **Background Info:** Vehicles required additional work that cannot be performed by employees.
- **Estimated Cost:** various rates per hour or job
- **Funding Source:** General Fund 199
- **Recommended Supplier/Service Provider Pool:**

Broadway Motors Inc. dba Bill Williams Tire Center  
Customer Crafted Upholstery  
Dale's Alignment & Brake Service, Inc.  
Exhaust Sounds, Inc.  
FABCO Industries, LLC  
Permian Glass CO  
Permian Tractor Sales  
Transmission Service & Supply Inc.

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Board President Approval

---

Date



# 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 2022-2023 FINAL BUDGET AMENDMENT # 1**

**DATE:** August 16, 2022

---

Attached is a summary of the recommended Budget Amendment #1 for the 2022-2023 budget.

The net result of the amendment is as follows:

Net change in Fund Balance – General Fund	(\$15,000,000)
Net change in Fund Balance – School Nutrition Fund	(\$ 4,017,217)
Net change in Fund Balance – Debt Service Fund	(\$0)

Please be advised, these are changes in estimated budgeted funds, to fund items as noted on attached.

\*\*\*\*\*

Administrative Recommendation:

Approval of 2022-2023 Budget Amendment # 1.



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
**AMENDED BUDGET - FUNCTION AND OBJECT**  
**GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS**  
**FOR THE PERIOD JULY 1, 2022 THRU JUNE 30, 2023**  
**FISCAL YEAR 2022-2023**

	GENERAL FUND			SCHOOL NUTRITION FUNDS			DEBT SERVICE FUND			
	ORIGINAL	Additions	AMENDED	ORIGINAL	Additions	AMENDED	ORIGINAL	Additions	AMENDED	
	BUDGET	(Deductions)	BUDGET	BUDGET	(Deductions)	BUDGET	BUDGET	(Deductions)	BUDGET	
	7/1/2022	#1	08/31/2022	7/1/2022	#1	8/31/2022	7/1/2022	#1	8/31/2022	
<b>REVENUES</b>										
5700	Local and Intermediate	\$ 158,953,780	\$ -	\$ 158,953,780	\$ 1,503,000	\$ -	\$ 1,503,000	\$ 27,547,576	\$ -	\$ 27,547,576
5800	State	167,676,531	-	167,676,531	413,000	-	413,000	-	-	-
5900	Federal	7,569,689	-	7,569,689	16,199,065	861,813	17,060,878	-	-	-
	<b>Total - All Revenues</b>	<b>334,200,000</b>	<b>-</b>	<b>334,200,000</b>	<b>18,115,065</b>	<b>861,813</b>	<b>18,976,878</b>	<b>27,547,576</b>	<b>-</b>	<b>27,547,576</b>
<b>APPROPRIATIONS by FUNCTION</b>										
11	Instruction	201,846,932.00	2,607,134	204,454,066	-	-	-	-	-	-
12	Instructional Resources and Media Services	2,779,013.00	-	2,779,013	-	-	-	-	-	-
13	Curriculum and Staff Development	10,887,249.00	22,000	10,909,249	-	-	-	-	-	-
21	Instructional Leadership	5,637,274.00	-	5,637,274	-	-	-	-	-	-
23	School Leadership	21,203,091.00	499,671	21,702,762	-	-	-	-	-	-
31	Guidance, Counseling and Evaluation Services	14,600,113.00	19,583	14,619,696	-	-	-	-	-	-
32	Social Work Services	1,829,748.00	-	1,829,748	-	-	-	-	-	-
33	Health Services	3,292,711.00	-	3,292,711	-	-	-	-	-	-
34	Student Transportation	8,788,644.00	1,767,541	10,556,185	-	-	-	-	-	-
35	Food Services	-	-	-	18,115,065	4,879,030	22,994,095	-	-	-
36	Co/Extra Curricular Activities	6,376,278.00	492,017	6,868,295	-	-	-	-	-	-
41	General Administration	8,677,023.00	-	8,677,023	-	-	-	-	-	-
51	Plant Maintenance and Operations	33,381,540.00	7,913,054	41,294,594	-	-	-	-	-	-
52	Security and Monitoring Services	3,319,708.00	44,520	3,364,228	-	-	-	-	-	-
53	Data Processing Services	11,315,070.00	1,634,480	12,949,550	-	-	-	-	-	-
61	Community Services	1,725,606.00	-	1,725,606	-	-	-	-	-	-
71	Debt Services	1,050,000.00	-	1,050,000	-	-	-	27,547,576.00	-	27,547,576
81	Facilities Acquisition and Construction	-	-	-	-	-	-	-	-	-
91	Contracted Instructional Services	-	-	-	-	-	-	-	-	-
99	Intergovernmental Charges	2,010,000.00	-	2,010,000	-	-	-	-	-	-
	<b>Total - All Appropriations</b>	<b>338,720,000</b>	<b>15,000,000</b>	<b>353,720,000</b>	<b>18,115,065</b>	<b>4,879,030</b>	<b>22,994,095</b>	<b>27,547,576</b>	<b>-</b>	<b>27,547,576</b>
<b>OTHER FINANCING SOURCES/(USES)</b>										
	Other Financing Sources (Uses)	4,520,000	-	4,520,000	-	-	-	-	-	-
7000	<b>Total - Other Financing Sources (Uses)</b>	<b>4,520,000</b>	<b>-</b>	<b>4,520,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations</b>	<b>-</b>	<b>(15,000,000)</b>	<b>(15,000,000)</b>	<b>-</b>	<b>(4,017,217)</b>	<b>(4,017,217)</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Fund Balance Beginning (July 1)</b>	<b>118,233,711</b>	<b>-</b>	<b>118,233,711</b>	<b>5,763,480</b>	<b>-</b>	<b>5,763,480</b>	<b>16,962,108</b>	<b>-</b>	<b>13,904,664</b>
3000	<b>Fund Balance Ending (Estimated)</b>	<b>\$ 118,233,711</b>	<b>\$ (15,000,000)</b>	<b>\$ 103,233,711</b>	<b>\$ 5,763,480</b>	<b>\$ (4,017,217)</b>	<b>\$ 1,746,263</b>	<b>\$ 16,962,108</b>	<b>\$ -</b>	<b>\$ 13,904,664</b>
<b>APPROPRIATIONS by OBJECT</b>										
6100	Payroll Costs	\$ 255,464,076	\$ 1,148,023	\$ 256,612,099	\$ 8,014,053	\$ -	\$ 8,014,053	\$ -	\$ -	\$ -
6200	Purchased/Contracted Services	43,217,641	2,153,421	45,371,062	136,800	1,015,141	1,151,941	-	-	-
6300	Supplies and Materials	22,900,801	1,566,426	24,467,227	9,911,212	3,151,662	13,062,874	-	-	-
6400	Other Operating Expenses	11,087,482	354,584	11,442,066	53,000	-	53,000	-	-	-
6500	Debt Service	1,050,000	-	1,050,000	-	-	-	27,547,576	-	27,547,576
6600	Capital Outlay	5,000,000	9,777,546	14,777,546	-	712,227	712,227	-	-	-
	<b>Total - All Appropriations</b>	<b>\$ 338,720,000</b>	<b>\$ 15,000,000</b>	<b>\$ 353,720,000</b>	<b>\$ 18,115,065</b>	<b>\$ 4,879,030.00</b>	<b>\$ 22,994,095</b>	<b>\$ 27,547,576</b>	<b>\$ -</b>	<b>\$ 27,547,576</b>

**Ector County ISD  
Finance Department  
Budget Amendment  
Requests to be Appropriated  
2022/2023**

**# 1**

**FISCAL YEAR 2022-2023**



Description	Requestor	Amount
<b>GENERAL FUND</b>		
<b>The following will result in a decrease to fund balance.</b>		
<b>Rollover Funds:</b>		
HVAC systems at various campuses		\$ 1,606,424
Elevator upgrade		843,982
Buses/vehicles		458,316
Computers/laptops/monitors		311,387
Hail claim fees		216,564
Grounds improvement		196,288
Flooring		106,833
Painting		100,000
Landscaping		99,992
Athletic equipment		72,017
Storage area network		24,480
Asbestos removal		14,000
Reagan outdoor classroom		13,212
<b>Fund Balance:</b>		
Buses/vehicles/forklift/tire changer		1,659,520
Disaster recovery equipment		1,500,000
HVAC replacement		1,500,000
Imaging server and fiber edge equipment		220,000
Bleachers for Ratliff		62,000
Energy management system modernization		2,844,985
STEM Academy		1,500,000
Extra duty pay		730,000
At risk tutoring/credit recovery		500,000
Campus administrative technology devices		400,000
Ector Charter athletics		20,000
		<b>\$ 15,000,000</b>
<b>The following will result in no change to fund balance.</b>		
None		\$ -
		\$ -
<b>The following will result in an increase to fund balance.</b>		
None		\$ -
		\$ -
<b>Net effect to fund balance</b>		<b>\$ (15,000,000)</b>

**SCHOOL NUTRITION FUNDS**

**The following will result in a decrease to fund balance.**

**Rollover funds:**

Serving lines	\$	2,016,755
Kitchen equipment	\$	737,747
Cafeteria tables, chairs, trays	\$	83,376
Vehicles/forklift	\$	80,393
Office furniture/equipment	\$	62,432
Consulting services for site security	\$	31,514
Security cameras	\$	625,000
Transit vans and utility trucks	\$	230,000
Concrete flooring	\$	150,000
	<b>\$</b>	<b>4,017,217</b>

**The following will result in no change to fund balance as there is a equal revenue and expenditure component.**

Supply Chain Grant	\$	(861,813)
Milk	\$	861,813
	<b>\$</b>	<b>-</b>

**The following will result in an increase to fund balance.**

None	\$	-
	<b>\$</b>	<b>-</b>

**Net effect to fund balance**

**\$ (4,017,217)**

**DEBT SERVICE FUND**

**The following will result in a decrease to fund balance.**

None	\$	-
	<b>\$</b>	<b>-</b>

**The following will result in no change to fund balance as there is a equal revenue and expenditure component.**

None	\$	-
	<b>\$</b>	<b>-</b>

**The following will result in an increase to fund balance.**

None	\$	-
	<b>\$</b>	<b>-</b>

**Net effect to fund balance**

**\$ -**



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Scott Muri, Superintendent of Schools

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF APPOINTMENT OF TASB DELEGATE AND ALTERNATE**

**DATE:** August 16, 2022

---

A part of the Board's professional responsibility is participation in the annual Delegate Assembly of the Texas Association of School Boards. This participation is a way for our District's needs and priorities to be heard at the state level.

This year, the Delegate Assembly will take place on September 24, 2022 during the TASA/TASB Convention in San Antonio, Texas.

TASB is requesting the Board to consider sending experienced Board members who are well-informed on a wide range of issues affecting public education today. The Board is asked to elect a delegate and an alternate.

\*\*\*\*\*

Administrative Recommendation:

The Board of Trustees to elect a delegate and alternate to the Delegate Assembly of the Texas Association of School Boards.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL FOR DATA SHARING AGREEMENT BETWEEN AIR TUTORS AND ECISD**

**DATE:** August 16, 2022

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ECISD would like to request approval of a data sharing agreement with Air Tutors, one of our virtual tutoring providers. The company is requesting access to MAP data in order to better personalize the tutoring services for ECISD students.

Both parties agree to strictly comply with all applicable requirements of the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA).

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Administrative Recommendation:

Approval for the data sharing agreement

## **DATA SHARING AGREEMENT**

This Data Sharing Agreement (the “Agreement”) is made between the Ector County Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Ector County, Texas (“District” and/or “ECISD”) and Air Tutors (“ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.”

### **1. PURPOSE**

- 1.1 For ORGANIZATION to provide certain services to ECISD it may become necessary for ECISD to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the applicable the scope of work (**Exhibit A**).
- 1.2 The purpose of this Agreement is to outline the responsibilities and commitments of the Parties in providing the Data that is specifically outlined in **Exhibit A** of this Agreement. The specific Data sharing process will be, as outlined in **Exhibit B** of this Agreement.

### **2. DEFINITION, USE, AND TREATMENT OF DATA**

- 2.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 2.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.
- 2.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.

- 2.4 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by ORGANIZATION and shall not be copied, used or disclosed by ORGANIZATION for any purpose not related to providing services to the District. ORGANIZATION recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.
- 2.5 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. As detailed in Section 2.6, the Parties agree that ORGANIZATION is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of personally identifiable information from education records.
- 2.6 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 2.7 ORGANIZATION acknowledges and agrees that ECISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION makes no claim of license, title or ownership to or in Data.

### 3. TERM AND TERMINATION

- 3.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on July 31, 2022. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days’ written notice of termination to the other Party.

### 4. METHOD OF DATA COLLECTION, USE, ACCESS, AND TRANSFER

- 4.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.
- 4.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, provide services, and improve its services under this Agreement.

- 4.3 The ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 4.4 ORGANIZATION must maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). If applicable, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data.
- 4.5 ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that is in ORGANIZATION's possession. ORGANIZATION agrees to share its incident response plan upon request.
- 4.6 ORGANIZATION shall not use any Data to advertise or market products or services to ECISD students, their parents, or ECISD employees or officials.
- 4.7 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

## 5. CONFIDENTIALITY

- 5.1 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 5.2 Subcontractors: ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay all fees, wages, salaries, and other amounts due any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall

be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

## 6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

- 6.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. ORGANIZATION AGREES TO INDEMNIFY ECISD AND HOLD ECISD HARMLESS FOR ANY DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICER, EMPLOYEES, OR AGENTS, AND TO DEFEND ECISD AGAINST SUCH CLAIMS FOR DAMAGES.
- 6.2 The Parties agree that the terms and requirement in this Section shall survive the expiration of the term of this Agreement.

## 7. ASSURANCES AND NOTIFICATIONS

- 7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall promptly notify the other Party.
- 7.2 ORGANIZATION shall notify ECISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third-party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
- 7.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify ECISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from ECISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to ECISD PII.

## 8. GENERAL CONDITIONS

- 8.1 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:
- 8.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they

apply to PII. Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and to inform *each other* of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv). As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).

- 8.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall designate an official to act as temporary custodian of the PII received by ECISD pursuant to this Agreement and the contact person for all matters related to this Agreement. The ORGANIZATION will promptly notify ECISD in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing.
- 8.1.3 That ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to ECISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 8.1.4 That PII collected and shared is confidential. ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.
- 8.1.5 Publications and reports of PII and information related to them, including preliminary project descriptions and draft reports, shall involve only De-Identified Information and no PII that could lead to the identification of any individual student and/or person.

- 8.1.6 If applicable, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this Agreement. ORGANIZATION will destroy all PII obtained under this Agreement in accordance with Section 8.1.11.
- 8.1.7 That Parties have the right, to present, publish, or use the PII that they have gained in the course of the research under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party's partners who have executed a written confidentiality agreement with the ORGANIZATION agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 8.1.8 If applicable, ORGANIZATION agrees to provide to ECISD any proposed publications or presentations, which are to make public any findings, data, or results related to ECISD (collectively "Publications") for ECISD's review, comment, and approval at least fourteen (14) days prior to proposed publication date. Lack of response by ECISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. ECISD shall confirm in writing if only changes to the layout and design of Publications are required.
- 8.1.9 That ORGANIZATION will provide ECISD with one electronic and at least one paper copy of the final versions of all reports and other documents, if any, associated with this Agreement, as detailed in Section 8.1.8.
- 8.1.10 That ORGANIZATION will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement.
- 8.1.11 ORGANIZATION will destroy all ECISD files and hard copy records that contain ECISD Data and purge any copies for such Data from its computer system. Within thirty (30) business days after receipt of a written request from ECISD that the Data is no longer needed for the purposes stated in this Agreement.
- 8.1.12 ORGANIZATION will ensure that all Data in the possession of any subcontractors or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.
- 8.2 ORGANIZATION understands that this Agreement does not convey ownership of ECISD's Data to ORGANIZATION. Any and all Data shared by ECISD pursuant to this Agreement is, and always will remain, the sole property of ECISD. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does

not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:

8.3.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.

8.3.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

8.3.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of computer, remote terminal or other means.

## 9. NOTIFICATION OF AMENDMENTS TO POLICIES

9.1 ORGANIZATION shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.

9.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with ORGANIZATION upon notification of amendment to such terms without any penalty.

9.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms or Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

## 10. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name:

Title:

Address:

Email:

With a copy to:

For the ORGANIZATION:

Name: Hasan Ali  
Title: CEO  
Organization: Air Tutors  
Address: 2830 Sebestan Lane Stockton, CA 95212  
Email: hasanali@airtutors.org

## 11. MISCELLANEOUS TERMS

- 11.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 11.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- 11.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 11.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.
- 11.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 11.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 11.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
- 11.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 11.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 11.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.

- 11.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.
- 11.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 11.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 11.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 11.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.
- 11.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 11.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.


[SIGNATURE PAGE FOLLOWS]

12. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and ORGANIZATION signify that each Party understands and will comply with the conditions stated above.

Air Tutors

Ector County Independent School District

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

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

Name: Hasan Ali

Name:

Title: CEO

Title:

Date: 10/06/2021

Date:

**Exhibit A**

**Data Overview and Specific Data Requested**

**Table 1: Data Overview**

Student Data

<b>School Years of Data Requested</b>	2021-2022
<b>Students Included</b>	Participating grades and campuses
<b>Timeframe for Collection</b>	12 Months
<b>Other</b>	N/A

Non-Student Data

<b>Years Requested</b>	N/A
<b>Timeframe for Collection</b>	N/A
<b>Other</b>	N/A

**Table 2: Data Requested**

Student Data

<b>Data Type</b>	<b>Data Details</b>
Student Identifiers	<ul style="list-style-type: none"> <li>ECISD Student ID, Student First Name, Student Last Name, Student School Email Address, Student Cell Phone Number, Student IEP Status</li> </ul>
Static Student Demographics	<ul style="list-style-type: none"> <li>Grade Level, English Learning Status,</li> </ul>
Student Academics	<ul style="list-style-type: none"> <li>Relevant assessment data for learning gaps</li> </ul>
Student Attendance and Referrals	<ul style="list-style-type: none"> <li>N/A</li> </ul>
Other	<ul style="list-style-type: none"> <li>Parent/Guardian First Name, Parent/Guardian Last Name, Parent/Guardian Phone Number, Parent/Guardian Email Address, Parent/Guardian Native Language</li> </ul>

Non-Student Data

<b>Data Type</b>	<b>Data Details</b>
N/A	<ul style="list-style-type: none"> <li>N/A</li> </ul>

## **Exhibit B**

### **Data Sharing Process**

Ector County Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer. The District will roster data in bulk directly from the District to mirror the District's SIS rosters. The District requires support for the following single sign-on methods at no additional charge to the District.

- Method One: OneRoster through Clever
- Method Two: SAML or modern authentication methods
- Method Three: LTI (learning tools interoperability)

Describe Data Sharing Process: Air Tutors can use either of these methods. Our preferred method would be through Clever. We can use SAML or LTI if necessary.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL FOR DATA SHARING AGREEMENT BETWEEN BROWN UNIVERSITY, ECISD AND FEV TUTORING**

**DATE:** August 16, 2022

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ECISD is requesting approval for the data sharing agreement between Brown University, ECISD, FEV and other tutoring partners. The goal of this agreement will allow Brown University access to our assessment and student data in order to evaluate our implementation of our virtual tutoring initiative. This research will test our models of virtual tutoring for efficacy and better understand barriers to effective implementation, potential for expansion and sustainability, including how high-impact tutoring impacted different subgroups within our system. The National Student Support Accelerator will study the implementation of our high-impact tutoring and will provide a report to ECISD to help us with further implementation and planning.

The agreement will comply with the Family Education Rights and Privacy Act (FERPA).

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Administrative Recommendation:

Approval of the Data Sharing Agreement

Collaborative Data Transfer and Use Agreement (“Agreement”)	
Project Title:	National Student Support Accelerator: Effects of tutoring at Ector County ISD
Agreement Term	Start Date: Effective date is the last date of signature on signature page
	End Date: Three years from Effective Date

**Terms and Conditions**

**This Agreement is binding upon the following Parties who have executed the Signature Pages:**

Brown University, Ector County Independent School District (“Ector County ISD”), and FEV Tutor (“FEV”)

- 1) Each Party shall provide the data set(s) described in its respective Signature Page (the “Data”) to the other Parties for the research purpose set forth in Attachment 1 (the “Project”). Each Party is a Providing Party when providing Data and a Receiving Party when receiving Data. Providing Party shall retain ownership of any rights it may have in its Data and does not transfer any rights in the Data to the other Parties other than as set forth herein.
- 2) Receiving Party shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Receiving Party’s faculty, employees, fellows, students, and agents (“Receiving Party Personnel”) and Third Party Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, “Authorized Persons”).
- 3) Except as authorized under this Agreement or otherwise required by law, Receiving Party agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Providing Party. Receiving Party agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in the applicable Attachment 2.
- 4) The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 5) The Parties are encouraged to make publicly available the results of the Project. Before any Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the other Parties will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. The Parties contributing to each jointly authored publication will together make decisions on authorship of such publications. Authorship will be in accordance with academic and/or scholarly standards.
- 6) Publishing Parties agree to recognize the contribution of the Providing Parties as the source of the Data in all written, visual, or oral public disclosures concerning research using the Data, as appropriate in accordance with academic and/or scholarly standards and in any specific format that has been indicated in the applicable Providing Party’s Signature Page.
- 7) Receiving Party shall follow all Special Instructions included in the relevant Providing Party’s Signature Page applicable to the Data that Receiving Party receives.
- 8) This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are

intended to survive termination or expiration of this Agreement shall survive.

a. Any Party may terminate their involvement in this Agreement with thirty (30) days written notice to the other Parties' Authorized Official(s) as set forth in the Signature Pages. With regards to the non-terminating Parties, this Agreement shall continue unaffected, unless mutually agreed upon between the non-terminating Parties. The terminating Party shall reasonably attempt to allow the non-terminating Parties to use the Data to complete the Project, if possible and consistent with the terminating Party's other obligations, and shall follow the reasonable written instructions of the non-terminating Parties regarding disposition of any Data obtained by it under this Agreement. The non-terminating Parties shall follow the reasonable written instructions of the terminating Party as to disposition of the terminating Party's Data; provided, however, that each Receiving Party may retain one (1) copy of the Data to the extent reasonably necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification, not to exceed a period of ten (10) years from the End Date.

b. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement. If appropriate pursuant to applicable law, the non-breaching Party(ies) may provide the breaching Party a thirty (30) day period to cure the alleged breach. Otherwise, this Agreement shall terminate immediately upon receipt of notification from the terminating Party to the Contact for Formal Notices listed on the Signature Page for each of the other Parties. All Parties shall promptly return or destroy the Data received under this Agreement as directed by the relevant Providing Party(ies), unless such Parties have entered into a new Data Transfer and Use Agreement to permit their continued use of the Data.

- 9) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED "AS IS." PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.
- 10) Each Receiving Party shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or security laws and regulations by the Providing Party. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.
- 11) No Party shall use the other Parties' names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.
- 12) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:
- I. Signature Page for each Party, including description of such Party's Data and Disposition and Other Special Instructions
  - II. Attachment 1: Project Description and Public Access Requirements
  - III. Attachment 2: Data-specific Terms and Conditions
  - IV. Attachment 3: Identification of Permitted Third Parties (if any)

In the event of any conflict between the obligations set forth in the applicable Attachment 2 and this Agreement, the obligations set forth in the applicable Attachment 2 shall prevail.

- 13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.
- 14) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.
- 15) This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

***Signature of the Authorized Official of each Party appears on the Signature Page attached for such Party.***

## Signature Page

National Student Support Accelerator: Effects of tutoring at Ector County ISD

**For:** Ector County Independent School District

This Party is a: Both Provider and Recipient

**Attachment 2 type that applies to Data Provided by this Party:** Personally Identifiable Information - FERPA

**Description of Data Provided by this Party:**

Ector County ISD will provide Parties the relevant data outlined in Appendix A ("Data Requested"), related to student characteristics, assessments or behavior/class performance, parental information, teacher characteristics, student/teacher link, other information, and information on tutoring. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Appendix A and Attachment 1.

**Disposition Instructions:**

None

**Other Special Instructions:**

None

**For:** FEV Tutors

This Party is a: Both Provider and Recipient

**Attachment 2 type that applies to Data Provided by this Party:** Personally Identifiable Information - FERPA

**Description of Data Provided by this Party:**

FEV Tutors will provide Parties the relevant data outlined in Appendix A ("Data Requested"), related to student characteristics, tutor characteristics, student engagements, session data, tutor-student link, and other information related to the tutoring platform. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

**Disposition Instructions:**

None

**Other Special Instructions:**

None

**For:** Brown University

This Party is a: Recipient Only

**Attachment 2 type that applies to Data Provided by this Party:** Personally Identifiable Information - FERPA

**Description of Data Received by this Party:**

Brown University will receive the relevant data from Parties as outlined in Appendix A ("Data Requested"), related to student characteristics, assessments or behavior/class performance, parental information, teacher characteristics, student/teacher link, other information, and information on tutoring. Detailed information regarding a description of the population included in the data and the scope of work is outlined in Attachment 1.

**Signature Page for Parties continued**

National Student Support Accelerator: Effects of tutoring at Ector County ISD

Brown University

Lead Researcher Name: Dr. Susanna Loeb, Director, Annenberg Institute

Lead Researcher Email: susanna\_loeb@brown.edu

Send Data electronically to:

Name: The Brown University research team, led by Dr. Susanna Loeb

Email: susanna\_loeb@brown.edu

Address: 164 Angell St., 2nd floor, Providence, RI 02906

Phone: 401 863-7062

Contact Information for Formal Notices:

Name: Jennifer Welch

Email: jennifer\_welch@brown.edu

Address: 350 Eddy Street, Box 1986, Providence, RI 02903

Phone: 401-863-3278

The undersigned Authorized Official of Brown University expressly represents and affirms that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this institution.

Signature:

Name: Jennifer Welch

Title: Research Agreement Manager

Date:

**Signature Page for Parties continued**

National Student Support Accelerator: Effects of tutoring at Ector County ISD

Ector County ISD

Name:

Email:

Send Data electronically to:

Name:

Email:

Address:

Phone:

Contact Information for Formal Notices:

Name:

Email:

Address:

Phone:

The undersigned Authorized Official of Ector County ISD expressly represents and affirms that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this institution.

Signature:

Name:

Title:

Date:

**Signature Page for Parties continued**

National Student Support Accelerator: Effects of tutoring at Ector County ISD

FEV Tutors

Name:

Email:

Send Data electronically to:

Name:

Email:

Address:

Phone:

Contact Information for Formal Notices:

Name:

Email:

Address:

Phone:

The undersigned Authorized Official of FEV Tutors expressly represents and affirms that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this institution.

Signature:

Name:

Title:

Date:

**Attachment 1**  
**Project Description and Public Access Requirements**

As a *National Student Support Accelerator* test site, Ector County ISD is partnering with an approved tutoring providers (FEV Tutors, Air Tutors, and Amplify) to implement tutoring with its students. The goal of this research is to test models for efficacy and better understand barriers to effective implementation, potential for expansion and sustainability, and drivers of success. The Accelerator will study the implementation of high-impact tutoring and provide a report to Ector County ISD to help with further implementation and planning.

The Brown's research team will conduct data analyses to explore the impact of having access to the tutoring program. The studied outcomes will include, but are not limited to, student learning, student behaviors, student perceptions, teacher perceptions, family perceptions, etc. The research team will also explore whether the tutoring program was more effective for students with particular characteristics. These analyses will also utilize student-level engagement data from the tutoring provider.

**Public Access Requirements:**

None

## Attachment 2 Data-specific Terms and Conditions

**Attachment 2**  
Data Transfer and Use Agreement  
Data-specific Terms and Conditions:  
Personally Identifiable Information - FERPA

**Additional Terms and Conditions:**

1. The Data is Personally Identifiable Information, as that is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. §1232(g) and regulations at 34 C.F.R. §99.3 (collectively, “FERPA”) and is further categorized as Education Records and/or Treatment Records as those terms are defined in FERPA.
  - If checked, the Data is covered under a Certificate of Confidentiality, which must be asserted against compulsory legal demands, such as court orders and subpoenas for identifying information or characteristics of a research participant. See <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-17-109.html> for further information.
2. Notwithstanding any statement herein to the contrary and pursuant to 34 CFR §99.31(a)(6), Provider represents that it has full authority to share the Data with the Recipient for the Project.
3. Unless otherwise required by law or legal process, Recipient shall not use or further disclose the Data other than as permitted by this Agreement. If Recipient believes it is required by law or legal process to use or disclose the Data, it will promptly notify Provider, to the extent allowed by law, prior to such use or disclosure and will disclose the least possible amount of Data necessary to fulfill its legal obligations.
4. In the event Recipient becomes aware of any use or disclosure of the Data not provided for by this Agreement, Recipient shall take any appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify Provider of such use or disclosure as soon as possible, but no later than 5 business days after discovery of the unauthorized use or disclosure. Recipient shall cooperate with Provider to investigate, correct, and/or mitigate such unauthorized use or disclosure. Recipient acknowledges that Provider may have an obligation to make further notifications under applicable state law and shall cooperate with the Provider to the extent necessary to enable Provider to meet all such obligations.
5. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to contact individuals who are the subjects of the Data without appropriate Institutional Review Board (IRB) approval, specific written approval from Provider, and informed consent and authorization from the individual or a waiver, if required.
6. Recipient agrees to store Data with security controls adequate to protect Personally Identifiable Information, to ensure that only Authorized Persons have access to the Data, and to maintain appropriate control over the Data at all times.
7. Pursuant to 34 CFR §99, Recipient agrees to remove and securely destroy, as directed by the Provider in Attachment 1, the Personally Identifiable Information at the earliest time at which removal and destruction can be accomplished consistent with the Project.
8. By signing this Agreement, Recipient provides assurance that its relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB review or approval that may be required prior to Recipient’s use of the Data. Upon Provider’s written request to the Recipient’s Contact for Formal Notices identified in the signature block, Recipient shall provide documentation of its IRB-Approved Protocol.

**Attachment 3**  
**Identification of Permitted Third Parties (if any)**

For all purposes of this Agreement, the definition of "Third Party Personnel" "Third Party Personnel" means: None. No Third Parties are permitted on the Project.

## Appendix A

### **Data Requested**

Parties are requesting the following raw data for 2018-2019, 2019- 2020. 2020-2021, 2021-2022, and 2022-2023 school year(s):

	<b>Element</b>	<b>Data Source</b>
<b>Student Characteristics</b> <b>(All students in the district for SY19, SY20, SY21, SY22, SY23)</b>	Student ID (common identifier across data elements/sources)	ECISD
	First name, Middle name, Last name	ECISD
	School	ECISD
	Grade level	ECISD
	Date of birth	ECISD
	Birth place	ECISD
	Gender	ECISD
	Race and ethnicity	ECISD
	Special Education indicator	ECISD
	Economically Disadvantaged indicator	ECISD
	Free and Reduced Lunch indicator	ECISD
	Homeless indicator	ECISD
	Foster indicator	ECISD
	Talented and gifted	ECISD
	Home Language	ECISD
	Student Language	ECISD
	LEP program (disaggregated)	ECISD
	Multi-language learner (MLL) indicator	ECISD
	Long term English language learner indicator	ECISD
	Date of MLL reclassification	ECISD
English Language Learner designation (and date of entry/exit)	ECISD	
Language Assessment score	ECISD	

	Ever retained in a grade indicator (if yes, date/grade level info)	ECISD
	Attendance	ECISD
	Number of Absences/Dates of Absences	ECISD
	Days enrolled	ECISD
	Transfer/Exit information (with dates)	ECISD
	Discipline/behavior (i.e., suspensions, referrals, time loss of instruction)	ECISD
	Juvenile Detention Center indicator (and dates of entry/exit)	ECISD
	Advanced Courses	ECISD
	AP courses	ECISD
	IB courses	ECISD
	College courses	ECISD
	Virtual/in-person attendance status	ECISD
	<b>Assessments/ Tests of Behavior/Class Performance</b> <b>(All students in the district for SY19, SY20, SY21, SY22, SY23)</b>	Cumulative GPA
Quarter/semester grades		ECISD
Final course grades		ECISD
State standardized test scores		ECISD
Interim Assessments		ECISD
District Assessments		ECISD
PSAT		ECISD
ACT		ECISD
SAT		ECISD
AP Scores		ECISD
G/T Testing		ECISD
Teacher observation assessment, if available (e.g., CLASS)		ECISD
<b>Teacher Characteristics</b>		Teacher ID
	Ethnicity/Race	ECISD

<b>(SY19, SY20, SY21, SY22, SY23)</b>	Gender	ECISD
	Year of experience	ECISD
	Years in the district	ECISD
	Number of absences/Date of absences	ECISD
	Value added accountability system score for teachers	ECISD
<b>School Characteristics (SY19, SY20, SY21, SY22, SY23)</b>	Percent students with economically disadvantaged indicator	ECISD
	Percent students with free and/or reduced price lunch	ECISD
	Percent of homeless students	ECISD
<b>Student-Teacher Link (SY19, SY20, SY21, SY22, SY23)</b>	Student ID linked to Teacher ID linked to Course Name and Course Number	ECISD
	Homeroom indicator/Advisory indicator/teacher of record	ECISD
<b>Information on Tutoring (SY22-23)</b>	Student participation indicator for tutoring (by time period and subject)	FEV
	Student-tutor link	FEV
<b>District/Tutoring Provider Data (SY 22-23)</b>	Session-level data (e.g., attendance, engagement for individual students, group size)	FEV
	Additional student-level engagement data, if available	FEV
	Tutor-student session match data	FEV
	Tutor ID	FEV
	Tutor race	FEV
	Tutor gender	FEV
	Tutor occupation	FEV
	Tutor education level completed	FEV
	Tutor teaching certification	FEV
Tutor teaching experience	FEV	

	Additional Tutor demographic data, if available	FEV
	Additional Tutor experience data, if available	FEV
	In-Session data video recording	FEV
	Audio recording	FEV
	Transcripts	FEV
	Chats/messages/whiteboard usage in session	FEV
	Digital materials/uploads used in session	FEV
	Likelihood of tutor becoming a teacher	FEV
<b>Survey Data</b> <b>(SY19, SY20, SY21, SY22, SY 23)</b>	Student survey(s)	FEV, ECISD
	Tutor survey(s)	FEV
	Teacher survey(s)	ECISD
	Parent survey(s)	ECISD
	Additional perception surveys (administrator, staff, etc.)	ECISD
	Climate survey	ECISD



**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF UPDATED AGREEMENT BETWEEN ECISD AND THE NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS**

**DATE:** August 16, 2022

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The Board is being asked to approve the updated Services Agreement between Ector County ISD and The National Board for Professional Teaching Standards (NBPTS) designed to support ECISD teachers as they pursue National Board certification.

\*\*\*\*\*

Administrative Recommendation:

Approval of the updated Services Agreement between Ector County ISD and The National Board for Professional Teaching Standards.

**SERVICES AGREEMENT AMENDMENT ONE**

This Amendment Number One ("Amendment One") to the Services Agreement ("Agreement") with an Effective Date of **July 14, 2021** ("Agreement") (contract number 2021042703), is made by and between National Board for Professional Teaching Standards, Inc. (NBPTS) and **Ector County Independent School District (ECISD), TX**, (the "Consultant"), is entered into as of **July 1, 2022**, with NBPTS and Contractor each, a "Party" and, collectively, the "Parties".

Except as herein amended, all the provisions of the Agreement (attached) shall remain in full force and effect.

1. Services: Consultant agrees to provide the following Services to NBPTS in a professional manner acceptable to NBPTS: **Replace in its entirety with the following:**

- As detailed in Exhibit B, Consultant will provide appropriate staffing to provide day-to-day operations of the project; supporting approximately 5% of the district's teachers in ECISD (TX) in pursuing National Board Certification.
- As detailed in Exhibit B, Consultant will manage virtual or in-person candidate support, select, train, and coordinate candidate mentors, facilitate planning of school principal training, and integrate Professional Learning Facilitator mentors, Professional Learning Facilitators, and candidates into NBPTS programming for the district
- Consultant is responsible for receiving payment from NBPTS for Project work, monitoring and reporting budget expenditures and progress toward deliverables, and maintaining appropriate records and documentation as described in the Agreement.

2. Term and Termination. Replace the end date with **June 30, 2023**
3. Compensation and Reimbursement of Expenses. Replace the maximum amount of the contract with **\$389,620**.

IN WITNESS WHEREOF, the parties have set their hands and seals effective on the day and year first above written. This Amendment One may be executed in counterparts.

**NBPTS, Inc.**

**Ector County Independent School District  
(ECISD), TX**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Peggy Brookins

\_\_\_\_\_  
Name

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NBPTS

ECISD

\_\_\_\_\_  
Signature

See prior page

\_\_\_\_\_  
Joe Doctor

NB Approver (initials) \_\_\_\_\_

Name

\_\_\_\_\_  
COO

Title

\_\_\_\_\_  
Date

**EXHIBIT B**  
**STATEMENT OF WORK**

**Dated: 6/27/2022**

- 1) Background. The National Board for Professional Teaching Standards (National Board) in partnership with the Permian Strategic Partnership and Ector County ISD (ECISD), TX will expand and accelerate the work of ensuring all students in the Permian Basin region are taught by accomplished teachers. The day-to-day operations of the initiative will be carried out locally by Ector County ISD. The initiative will support approximately 5% of district teachers in Ector County ISD in Texas in pursuing National Board Certification. The result of this partnership will be a significant increase in the number of accomplished, Board-certified teachers in the targeted districts. In turn, this will lead to increased student learning; enhanced instructional practice, collaboration and community; and increased attraction among local families to local schools and to the community.
- 2) Description of Project and Results to Be Achieved. NBPTS will engage the Consultant to provide the day-to-day operations of the *Recruiting, Retaining, and Supporting National Board Certified Teachers in Southeast New Mexico and West Texas* project. The Scope of Work for the Project is:

- a. Consultant will attend regular status update calls, and other meetings as requested by NBPTS.
- b. Consultant will provide staffing capacity for project planning, coordination, and implementation
  - i. ECISD Staff Coordinator \$35,000
  - ii. PLF Mentor Stipend \$3,000
- c. Consultant will engage in programmatic work to inform and advance the Project objectives as specified in the Background section above by utilizing the following strategies:

Scholarship	\$500
PLF Training through NBRC	\$3,000
PLF Stipend	\$12,000
Contract Candidate Support through Stanford National Board Resource Center	up to \$132,00
Professional Development	\$11,000
ECISD Staff Manager	\$20,000
ECISD Network Travel or Virtual Resource Development and Delivery	\$6,000
Miscellaneous Costs, including but not limited to printing, shipping, general recruitment materials	\$4,500

- d. Ector County ISD will submit a list of candidates from Ector County ISD undergoing the National Board certification process (Name, Candidate ID, Component selection(s)) to NBPTS to provide monetary support from the Permian Strategic Partnership (PSP) project. NBPTS will be responsible for submitting the payment information to Pearson via third-party-payer web form and will let ECISD know when completed.

- 3) Deliverables. Consultant will be responsible for reporting progress towards identified accomplishments and milestones in a monthly report. NBPTS will verify the report has been completed before processing the invoice for payment. In addition, Consultant will provide support, as necessary, to NBPTS in the preparation and development of reports and updates, including reports to the NBPTS Board of Directors and updates to the Permian Strategic Partnership.
- 4) Billing and Payment.
  - a. Payment Process. Consultant shall be responsible for submitting timely and valid invoices monthly to NBPTS for payment. NBPTS will pay the Consultant within 30 days of receipt of a valid invoice. Each invoice shall identify the expenses, associated budget activity, and all applicable documentation. Payment and acceptance will be made in accordance with Sections 2 and 3 of this Agreement.
  - b. Total Payments. A total amount of up to \$227,000 is expected to be paid to the Consultant over the course of the expected Project Year. All activities must be completed by June 30, 2023 in order to be reimbursed.
- 5) Expected Project Year: July 1, 2022 to June 30, 2023
- 6) Project Changes. Any changes to the project scope and objectives issued or requested by NBPTS, or requested by the Consultant and approved by NBPTS in accordance with this provision, that impact the project cost, the project deliverables, or the percentage billed will be adjusted by written agreement of all Parties.

**NATIONAL BOARD**  
for Professional Teaching Standards®

**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement"), executed the 1<sup>st</sup> day of July, 2021 (the "Effective Date"), is made by and between National Board for Professional Teaching Standards, a Delaware non-stock corporation ("NBPTS") and **Ector County Independent School District (ECISD), TX**, (the "Consultant"), with NBPTS and Consultant each, a "party" and, collectively, the "parties".

WHEREAS, NBPTS desires to engage the Consultant to perform the services described in Section 1 below (the "Services"), and Consultant is experienced in providing the Services and wishes to perform the Services as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services. Consultant agrees provide the following Services to NBPTS in a professional manner acceptable to NBPTS:

- As detailed in Exhibit A, Consultant will provide appropriate staffing to provide day-to-day operations of the project; supporting approximately 5% of the district's teachers in ECISD (TX) in pursuing National Board Certification.
- As detailed in Exhibit A, Consultant will manage virtual or in-person candidate support, select, train, and coordinate candidate mentors, facilitate planning of school principal training, and integrate Professional Learning Facilitator mentors, Professional Learning Facilitators, and candidates into NBPTS programming for the district
- Consultant is responsible for receiving payment from NBPTS for Project work, monitoring and reporting budget expenditures and progress toward deliverables, and maintaining appropriate records and documentation as described in the Agreement.

2. Term and Termination. The term of this Agreement ("Term") commences on the Effective Date and, unless earlier terminated, expires on the date Consultant provides all of the Services in accordance with Section 1, but in no event later than **June 30, 2022**. Consultant agrees that time is of the essence in performance of the Services. Notwithstanding the scheduled expiration of the Term, either party may voluntarily terminate this Agreement at any time prior to the expiration of the Term on the provision to the other party of 30 days' written notice. In addition, NBPTS may, by written notice to Consultant, immediately terminate this Agreement for cause if Consultant materially breaches or defaults under this Agreement (other than by reason of a material breach or default by NBPTS under this Agreement). In the event of any termination prior to the scheduled expiration of the Term, NBPTS shall have no further obligation to Consultant to pay any remaining Fees and, to the extent the Services are not yet rendered, Consultant shall immediately return any unapplied portion of the Fees already paid by NBPTS pursuant to Section 3 of this Agreement.

3. Compensation and Reimbursement of Expenses. In consideration for performance of the Services, within 30 days receipt of Consultant's invoice, NBPTS shall pay Consultant in accordance with Exhibit A attached hereto, up to a maximum amount of **\$162,620.00** (the "Fees"). Consultant will provide NBPTS with a Form W-9 and necessary bank information to facilitate payments. At NBPTS' discretion, payments to Consultant may be made by ACH transfer. In addition to the Fees, to the extent approved in advance and in writing by NBPTS, and reflected on Consultant's invoice, NBPTS shall reimburse Consultant for reasonable and necessary out-of-pocket expenses actually incurred on behalf of NBPTS and directly related to the Services.

4. Travel. Travel will be reimbursed in accordance with NBPTS's Travel Policy, which will be made available upon request. Consultant shall obtain prior approval from NBPTS prior to traveling on NBPTS's expense. NBPTS will reimburse reasonable and necessary expenses incurred in connection with approved travel. Expenses will be only be reimbursed when not reimbursed from other sources. When making arrangements, Consultant shall incur the lowest reasonable travel expenses available. For purposes of this Agreement, "lowest reasonable travel expense" means coach or economy designation for airfare or train travel, mid-size or smaller rental vehicles, taxi services or airport shuttles, and moderately priced hotels (i.e., daily rate not to exceed \$150/night). It does not require a "red-

eye" or similar means of travel. The following expenses are unallowable unless pre-authorization has been provided: round trip flights in excess of \$600; accommodations in excess of \$150; meals in excess of \$50. Car services are only allowable if less costly than taxi service or airport shuttle. Train, bus and automobile mileage (at the prevailing Internal Revenue Service reimbursable rate) expenses will be reimbursed only when such travel does not exceed the cost of the lowest roundtrip airfare. NBPTS reserves the right to withhold reimbursement if in NBPTS's sole discretion, it believes that the expenditures are inappropriate or extravagant. In the event that an exception to the policy is necessary, such request must be made in writing and approved by a member of NBPTS Senior Staff at least five days in advance of the expected travel. For reimbursement, Consultant shall submit all original **itemized** receipts along with a completed NBPTS Expense Report Form with the invoice. Expense reimbursements must be submitted monthly for the prior month. Untimely reimbursement requests may be rejected by NBPTS.

5. Relationship of Parties. The parties hereto expressly agree they are not partners or joint venturers of each other, and that the relationship created hereunder is that of independent contractor and not of employer-employee. In particular (and not by way of limitation), Consultant expressly agrees that NBPTS has no responsibility whatsoever to collect or withhold any monies from Consultant for purposes of complying with any worker's compensation laws, disability and unemployment insurance laws, Social Security tax laws, wage and hour laws, State or Federal income tax laws, or any other applicable employment-related tax laws.

6. Quality Control. In order to protect NBPTS's goodwill, name, reputation and image, Consultant covenants and agrees to conduct its activities relating to the performance of the Services and its obligations under this Agreement in accordance with (a) the highest professional and ethical standards, (b) the law, (c) the terms and conditions of this Agreement, and (d) a manner that otherwise upholds and maintains the goodwill, name, reputation and image of NBPTS.

7. Ethics Compliance. NBPTS is committed to the highest standards of ethical conduct and does not intend to create even the appearance of impropriety or a perceived conflict of interest when providing a payment or other benefits to an individual who works for a government entity, school, or school district (or similar entity), and NBPTS recognizes that Consultant is committed to the same standards. NBPTS also recognizes that some States and/or schools or school districts may have laws, policies, regulations, or rules, including with respect to potential conflicts of interest, prohibiting or limiting employees of schools or school districts from receiving compensation for services or reimbursement for food, beverage, transportation, and other expenses (collectively "Regulations"). Certain of these Regulations may also require disclosure of Consultant's relationship to third-party providers, such as NBPTS, or create a potential conflict of interest when deciding about the adoption or purchase of NBPTS's products and services. Consultant agrees that Consultant's participation in the Services complies with all Regulations, does not require disclosure by Consultant or by NBPTS, that Consultant is authorized to make these representations, and that Consultant will notify NBPTS at any time if Consultant is, or becomes subject to, any Regulations. Consultant also agrees to consult with the appropriate district official, superintendent, designated ethics official, or legal counsel with Consultant's institution of employment to verify that Consultant may engage in the work pursuant to this Agreement and receive payment and items of value from NBPTS. If NBPTS becomes aware that Consultant's receipt of these items violates any applicable Regulations or otherwise requires disclosure, Consultant understands that NBPTS may request reimbursement from Consultant for the value of the items provided.

8. Ownership and Non-Disclosure and Non-Use of Confidential Information. Consultant acknowledges and agrees that all "Confidential Information" and "Trade Secrets" (each as defined below) of NBPTS, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of NBPTS. Upon request by NBPTS, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final payment of Fees or reimbursements, the Consultant shall promptly deliver to NBPTS all property belonging to NBPTS including, without limitation, all Confidential Information and Trade Secrets of NBPTS (and all embodiments thereof) then in the Consultant's custody, control or possession; provided, however, that

any withholding of payment shall not be considered as satisfaction or a release of or liquidated damages for any claims for damages against the Consultant which may accrue to NBPTS as a result of any breach of this Section 6 by the Consultant. For purposes of this Agreement, "Confidential Information" means any and all confidential and/or proprietary knowledge, data or information of NBPTS and includes (but is not limited to): (i) inventions, technical information, technical drawings and designs, or schematics; (ii) proposal or marketing information, prospects and market research data; research, research plans, marketing strategies (including, economic and market data and research selection and analysis strategies); (iii) financial information, cost and performance; (iv) information concerning NBPTS personnel, skills or compensation of other personnel or contractors, personnel lists, resumes, organizational structure, or performance evaluations; (v) client, vendor or supplier information, information regarding the existence or terms of any agreement or relationship between NBPTS and any client, vendor, supplier or any other party; and (vi) any other information of whatever nature or kind, which gives to NBPTS an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Notwithstanding the foregoing, Confidential Information shall not include: (a) information which is or becomes generally available to the public, provided that it does not become generally available to the public as a result of Consultant's action or failure to act, or (b) information that was in Consultant's possession or known to Consultant without restriction prior to receipt from NBPTS. For purposes of this Agreement, the term "Trade Secrets" shall have the same meaning as "trade secret" as defined in the Virginia Uniform Trade Secrets Act. Consultant agrees, in the case of Confidential Information, for five (5) years following the expiration or earlier termination of this Agreement and, in the case of Trade Secrets, for the life of the trade secret, without the prior written consent of NBPTS, that Consultant shall not disclose or make available any Confidential Information or Trade Secret to any person or entity or make or cause to be made or permit or allow, either on Consultant's behalf or on behalf of others, any use of any Confidential Information or Trade Secret other than in the proper performance of the Consultant's duties hereunder. NBPTS agrees that the Consultant is not prohibited hereby from disclosing or using any Confidential Information or Trade Secret which the Consultant is required to disclose pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure, provided, however, that the Consultant shall first have given written notice of such required disclosure to NBPTS and have taken reasonable steps to allow NBPTS to seek to protect the confidentiality of the information required to be disclosed.

9. Ownership of Work Product. Consultant hereby assigns and transfers to NBPTS any right that Consultant may have or acquire in such Confidential Information, work product, deliverables, and inventions that Consultant uses or develops individually, jointly, or with others, in whole or in part, during the course of Consultant's performance under this Agreement ("Developed Works"), and any worldwide intellectual property rights therein, including, but not limited to, patents, trademarks and goodwill associated therewith, copyrights, trade secrets and other intellectual property rights including the right to sue and collect damages for past infringements of the same (hereinafter collectively referred to as "Intellectual Property Rights") and including, but not limited to improvements, derivative works, continuations, continuations-in-part, reissues thereof and/or all other changes and/or improvements thereof, whether in existence at the time of the execution of this Agreement and/or created by Consultant during the course of

Consultant's performance under this Agreement, without further remuneration or royalty and shall be and remain the exclusive property of NBPTS, its successors and assigns; provided, however, the foregoing shall not apply to any work product developed solely and entirely on Consultant's own time and which is unrelated to Consultant's performance of this Agreement ("Unrelated Developed Works"); provided that, Consultant agrees to immediately disclose to NBPTS of all Unrelated Developed Works. Consultant agrees to immediately disclose and provide copies to NBPTS (in a mutually agreeable format) of all Developed Works as they are created. Consultant further agrees to execute any and all documents and/or instruments requested by NBPTS, both during and after Consultant's performance under this Agreement, to vest NBPTS with all ownership rights in the Developed Works, including but not limited to, all papers and documents necessary or advisable for the preparation, filing, prosecution, procurement and maintenance of Intellectual Property Rights for such Developed Works to which NBPTS is entitled pursuant to this Agreement. Consultant understands that all expenses in connection with Intellectual Property Rights, any and all applications related thereto, and the enforcement thereof shall be borne by NBPTS, but NBPTS shall be under no obligation to protect by any Intellectual Property Rights with regard to any such Developed Works, except to such extent as NBPTS shall deem desirable in its sole and absolute discretion. If any Developed Works can be protected by copyright, (a) as to that which falls within the designation of "work made for hire" as defined in 17 U.S.C. §101, the copyright of such Developed Works shall be solely, completely, and exclusively for NBPTS, and (b) as to any Developed Works which do not constitute "work made for hire", the copyright to such Developed Works shall be deemed to be assigned and transferred completely and exclusively by Consultant to NBPTS pursuant to this section of this Agreement. NBPTS shall have no claim to Unrelated Developed Works. In addition, Consultant does hereby represent and warrant to NBPTS that (i) Consultant is the original author, inventor or otherwise the sole and exclusive creator and owner of the Intellectual Property Rights in the Developed Works; (ii) the Developed Works do not infringe upon the copyright, trademark, or any other Intellectual Property Rights or other proprietary rights of any third party; and (iii) to the extent that the Developed Works contain any names, images, likenesses, or work of any student or other individual, Consultant has secured written permission from that student or individual, or if the student or individual is a minor, then from such person's parent or guardian, to use and permit NBPTS to use such names, images, likenesses, or work of any student or other individual in Developed Works.

10. Limitation on Liability, Indemnification [and Set-Off]. NBPTS shall not be liable under any contracts or obligations of Consultant, apart from this Agreement, or for any acts or omissions of Consultant or its officers, employees and agents. Consultant agrees to indemnify and hold harmless NBPTS and its affiliates or subsidiaries, all of its or their directors, officers, agents, contractors, volunteers, employees and/or other related parties, from any and all claims, losses, damages, demands or liabilities, and costs (including reasonable attorneys' fees) in any manner caused by or arising out of Consultant's performance of this Agreement, except to the extent that such claims, losses, damages, demands, liabilities or costs, are caused by or arise from the gross negligence or willful misconduct of NBPTS or its affiliates or subsidiaries. In the event that the Consultant shall breach any of the covenants set forth in this Agreement and incur damages, NBPTS shall have the right to set off against any Fees otherwise due to Consultant.

11. Agreements Supporting Federal Government Prime Contracts. If this Agreement is in support of a federal government prime contract, then the following shall apply: **This contractor and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability.**

12. Books and Records. Consultant shall maintain complete and accurate books and records, including of actual hours spent by Consultant to perform the Services. NBPTS shall have the right to examine such books and records during regular business hours.

13. N/A.

14. Contracts or Other Agreements with Former Employers or Clients of Consultant. Consultant warrants and represents that its performance under this Agreement is not in violation of, and will not violate, any contract, covenant or agreement of any kind (a) with any other person or entity (including any former client or employer); or (b) any obligation to keep in confidence proprietary information acquired in confidence prior to entering into this Agreement

15. Certain Funded Services. In certain cases, NBPTS may receive funding for the Services through one or more grants from one or more governmental agencies (hereinafter collectively "Concerned Funding Agency or Agencies"). In connection therewith, Consultant shall comply with all applicable policies and regulations of NBPTS and any Concerned Funding Agencies. In the case of such funded Services, upon reasonable advance notice to Consultant during the Term of this Agreement and for a period of three (3) years after termination or expiration thereof, the NBPTS, its independent accountants, any Concerned Funding Agencies, and the Comptroller General of the United States, or their designated representatives, shall have the right, during normal business hours, to audit and inspect Consultant's books and records to verify any and all fees paid or payable pursuant to this Agreement, and to verify compliance with the terms and conditions of this Agreement. Consultant shall cooperate with any such inquiry, audit, review, or investigation. The foregoing three-year period above shall be tolled during the pendency of any such inquiry, audit, review, or investigation, or any dispute arising in connection therewith. In the event of any termination or suspension of any contract, work order, or agreement between NBPTS and any other person under which Consultant is performing or shall perform Services, NBPTS may terminate this Agreement or suspend performance.

16. Miscellaneous:

(a) Waiver of Breach: The waiver by NBPTS of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

(b) Governing Law and Forum: This Agreement shall be construed and administered pursuant to the laws of the Commonwealth of Virginia, exclusive of its conflict of laws rules. The parties agree and stipulate any claim or cause of action arising out of or connected with this Agreement shall be brought solely and exclusively in the U. S. District Court for the Western District of Texas, Ector County, Texas, or the Circuit or General District Court of Ector County, Texas, and the parties consent to submit to personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue.

(c) Assignment: This Agreement may not be assigned by Consultant without the advance written permission of NBPTS.

(d) Survival. It is the express intention and agreement of the parties that all covenants, agreements, statements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement, and those set forth in Sections 6, 7, 8, [9], 10, [12], 13, [16](b), [16](g), and in this Section [16](d) shall survive the termination of this Agreement for any reason whatsoever.

(e) Severability: In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall continue in full force and effect.

(f) Limitation on Powers and Benefits: Consultant shall not have, nor shall hold itself out as having, the power to make contracts in the name of, or binding on, NBPTS, or pledge NBPTS's credit or to extend credit in the name of NBPTS or to take any act which might bind or otherwise obligate NBPTS in any manner whatsoever. It is the explicit intention of the parties that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any party, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto.

(g) Construction: This Agreement shall be interpreted in accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with

the construction or interpretation hereof. The parties expressly agree that the principle of contract interpretation that ambiguities are construed against the drafting party shall not apply.

(h) Entire Agreement: This Agreement (inclusive of any exhibits or attachments that may be referenced and are thereby incorporated herein and made a part hereof) contains the entire understanding of the parties with respect to the subject matter hereof. All prior promises, understandings, or agreements are merged herein. It may not be changed orally, but only by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written. This Agreement may be executed by counterparts.

**NBPTS, Inc.**

DocuSigned by:

*Peggy Brookins*

Signature ID: 1A7438...

Peggy Brookins

Name

President and CEO

Title

8/31/2021

Date

DocuSigned by:

*Michael Harris*

Signature ID: 1E429...

Michael Harris

Name

V.P. Finance, People, and Administration

Title

8/31/2021

Date

NB Approver (Initials)

DS  
RB

**Ector County Independent School District  
(ECISD), TX**

*Ashley Osborne*

Signature

*Ashley Osborne*

Name

*Executive Director Talent Development*

Title

*8/19/21*

Date

**EXHIBIT A**

**STATEMENT OF WORK**

**Dated: 5/31/2021**

- 1) Background. The National Board for Professional Teaching Standards (National Board) in partnership with the Permian Strategic Partnership and Ector County ISD (ECISD), TX will expand and accelerate the work of ensuring all students in the Permian Basin region are taught by accomplished teachers. The day-to-day operations of the initiative will be carried out locally by Ector County ISD. The initiative will support approximately 5% of district teachers in Ector County ISD in Texas in pursuing National Board Certification. The result of this partnership will be a significant increase in the number of accomplished, Board-certified teachers in the targeted districts. In turn, this will lead to increased student learning; enhanced instructional practice, collaboration and community; and increased attraction among local families to local schools and to the community.
- 2) Description of Project and Results to Be Achieved. NBPTS will engage the Consultant to provide the day-to-day operations of the *Recruiting, Retaining, and Supporting National Board Certified Teachers in Southeast New Mexico and West Texas* project. The Scope of Work for the Project is:

- a. Consultant will attend regular status update calls, and other meetings as requested by NBPTS.
- b. Consultant will provide staffing capacity for project planning, coordination, and implementation
  - i. ECISD Staff Coordinator \$35,000
  - ii. PLF Mentor Stipend \$2,500
- c. Consultant will engage in programmatic work to inform and advance the Project objectives as specified in the Background section above by utilizing the following strategies:
 

PLF Mentor Travel	\$5,000
Host PLF Training for 12 PLFs	\$5,000
Contract Candidate Support through Stanford National Board Resource Center \$800 per candidate up to	\$88,000
Professional Development/New Mexico National Board Conference Attendance	\$7,320
Host Principal Training	\$7,000
ECISD Network Travel or Virtual Resource Development and Delivery	\$7,500
Miscellaneous Costs, including but not limited to printing, shipping, general recruitment materials	\$3,300
Unallocated Site Funds	\$2,000
Total contract amount (b and c)	\$162,620
- d. Ector County ISD will submit a list of candidates from Ector County ISD undergoing the National Board certification process (Name, Candidate ID, Component selection(s)) to NBPTS to provide monetary support from the Permian Strategic Partnership (PSP) project. NBPTS will be responsible for submitting the payment information to Pearson via third-party-payer web form and will let ECISD know when completed.

- 3) Deliverables. Consultant will be responsible for reporting progress towards identified accomplishments and milestones in a monthly report. NBPTS will verify the report has been completed before processing the invoice for payment. In addition, Consultant will provide support, as necessary, to NBPTS in the preparation and development of reports and updates, including reports to the NBPTS Board of Directors and updates to the Permian Strategic Partnership.
- 4) Billing and Payment.
  - a. Payment Process. Consultant shall be responsible for submitting timely and valid invoices monthly to NBPTS for payment. NBPTS will pay the Consultant within 30 days of receipt of a valid invoice. Each invoice shall identify the expenses, associated budget activity, and all applicable documentation. Payment and acceptance will be made in accordance with Sections 2 and 4 of this Agreement.
  - b. Total Payments. A total amount of up to \$162,620 is expected to be paid to the Consultant over the course of the expected Project Year. All activities must be completed by June 30, 2022 in order to be reimbursed.
- 5) Expected Project Year: July 1, 2021 to June 30, 2022
- 6) Project Changes. Any changes to the project scope and objectives issued or requested by NBPTS, or requested by the Consultant and approved by NBPTS in accordance with this provision, that impact the project cost, the project deliverables, or the percentage billed will be adjusted by written agreement of all Parties.

NB Control #:

6



**TO:** Board of Trustees  
**FROM:** Dr. Anthony Sorola, Associate Superintendent  
**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION REGARDING EXTENDED SICK LEAVE DURING COVID-19**  
**DATE:** August 16, 2022

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The Board is being asked to approve a Resolution pertaining to employee extended sick leave during COVID-19. This Resolution would be effective July 1, 2022 and end on June 30, 2023. The authority granted by this Resolution will provide paid leave one time for a maximum duration of five (5) calendar days, unless the Board takes action to authorize leave for a longer duration. The leave can only be used by the ECISD employee for self-care and is not intended to be used for care of any other person.

\*\*\*\*\*

Administrative Recommendation:

Approval to adopt a Resolution to provide extended sick leave during COVID-19, effective July 1, 2022 and end on June 30, 2023.

**Resolution of the Board Regarding Extended Sick Leave  
During COVID-19**

WHEREAS, the Board is authorized by Texas Education Code Section 45.105 to expend funds of the Ector County Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board finds that a need exists to address additional leave in the circumstance of COVID-19;

WHEREAS, the Board concludes that providing additional paid leave to all regular employees – contractual and noncontractual, salaried and non-salaried – who test positive with the COVID-19 virus serves the public purposes of protecting students and staff and maintaining morale.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Ector County Independent School District authorizes providing additional paid leave for all regular employees – contractual and noncontractual, salaried and non-salaried – who test positive for the COVID-19 virus. All available state and local leave days must be exhausted first.

The authority granted by this resolution to provide additional paid leave provides one-time leave for a maximum duration of five (5) calendar days, unless the Board takes action to authorize leave for a longer duration. This leave can only be used by the ECISD employee for self-care and is not intended to be used for the care of any other person.

Adopted this 16th day of August, 2022, by the Board of Trustees, to be effective on July 1, 2022 and to end on June 30, 2023.

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Dr. Steve Brown, President

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Chris Stanley, Secretary



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Scott Muri, Ed.D, Superintendent of Schools

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF RAISE YOUR HAND TEXAS (RYHT) ADVOCACY PLAN**

**DATE:** August 16, 2022

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The purpose of this request is to present the Executive Summary and Advocacy Plan to the board for consideration and adoption.

\*\*\*\*\*

Administrative Recommendation:

Approval of Raise Your Hand Texas (RYHT) Advocacy Plan.



***Ector County ISD Advocacy Plan***

Adopted by the Ector County Independent School District Board of Trustees on \_\_\_\_\_.

***Authors:***

*Ector County Board of Trustees: Carol Gregg, Delma Abalos, Dr. Donna Smith, Chris Stanley, Dr. Steve Brown, Tammy Hawkins, and Dennis Jones*

*Superintendent: Dr. Scott R. Muri*

## **Introduction**

In order to empower Ector County ISD and its stakeholders to more effectively advocate for the future of our children and our community, the Superintendent and Board of Trustees of Ector County ISD will engage and cultivate relationships with the community, stakeholders and elected officials, and will develop a proactive approach toward legislative and governmental affairs.

The Ector County ISD Board of Trustees will utilize the framework outlined in this plan to develop implementation strategies for a bi-annual advocacy agenda.

## **Advocacy Background**

Ector County ISD has a strong relationship with portions of our community and will engage with our greater community to ensure a level of trust throughout.

Some of the many ways we engage with our community include a bond taskforce and other appointed committees, develop legislative agenda in collaboration with Chamber of Commerce, and attendance at community events and functions.

## **Ector County ISD Vision and Mission Statement**

Our **vision** is that our students are the future.

Our **mission** is to inspire and challenge every student to be prepared for success and to be adaptable in an ever-changing society.

## **Problem Statement**

ECISD has a history of poor academic performance but has demonstrated significant improvement during the past three years. Some members of the community appear to not trust the system nor believe the improvement, thus their advocacy for both the district and public education is limited. The Board of Trustees seeks to develop trust within our own community and improve the level of advocacy for ECISD and the needs of the community's children.

### **Advocacy Strengths**

- Board ownership and cohesion
- A strong team of 8 (board and superintendent)
- A desire to learn and grow
- Healthy relationships with local and state legislators and leaders
- Service in leadership roles within the community
- Powerful story of transformational change
- District superintendent is regularly invited to testify before Texas House and Senate on multiple topics

### **Advocacy Opportunities**

- Develop informed, educated, active voters among our staff, students and community
- Improve advocacy skills and communication efforts
- Engage our community in dialogue and develop unity
- Develop legislative agenda that is supported by system and community

### **Advocacy Beliefs**

We believe it is important to build values partnerships.

We believe it is important for Trustees to belong to and contribute to key community organizations.

We believe the Board should have a written plan to advocate within the community.

We believe our ECISD family, including all students, parents, and staff, should learn to participate in elections and know how to register to vote, research candidates, and vote.

We believe ECISD can serve as a nonpartisan resource our community trusts to provide factual information about every election.

We believe it is important for Trustees and the Superintendent to have a relationship with every legislator in their local delegation, and their staff.

We believe students and community members add value to ECISD's legislative efforts.

We believe it is important to create a system of legislative advocacy developed by the Superintendent and Trustees together.

We believe ECISD's advocacy system should be sustainable.

### **Advocacy Goals**

We will realize success when, through our advocacy framework and system, we cultivate trust and true partnership with our parents and community.

The following are general goals that are part of our advocacy plan framework.

#### *Community Engagement and Mobilization Goals*

- Develop a strategic communication plan that highlights the successes of the District.
- Identify and develop community leaders to advocate for and on behalf of the District.
- Build the relationships and trust that foster a true partnership between the district, parents, and the community.
- The District will be mindful and intentional in its inclusion of voices that represent the population of ECISD and Ector County.

#### *Electoral Engagement Goals*

- Improve the percentage of students, staff, and community individuals that are registered to vote and are engaged in the voting process.
- Improve the level of civic engagement of students, staff, and community.

### *Legislator Relationships*

- Improve communication efforts with local legislators and elected officials
- Ensure all local legislative representatives are fully aware of the District's legislative agenda
- Engage the community in the District's legislative efforts, which will add value to those efforts.

### **Advocacy Plan Implementation Timeline**

August – Board will formally adopt Advocacy plan as a working document

September – Advocacy session in Austin



**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF AGREEMENT  
BETWEEN ECISD AND UTPB – DIAGNOSTICIAN PIPELINE**

**DATE:** August 16, 2022

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The Board is being asked to approve the Memorandum of Understanding between Ector County ISD and the University of Texas of Permian Basin – Diagnostician Pipeline designed to support selected ECISD employees seeking their Master’s degree in Special Education and certification as a Diagnostician.

\*\*\*\*\*

Administrative Recommendation:

Approval of the Memorandum of Understanding between Ector County ISD and the University of Texas of Permian Basin – Diagnostician Pipeline

## **Memorandum of Agreement**

This Memorandum of Agreement is made on the Effective Date of September 1, 2022, by and between Ector County Independent School District, 802 N Sam Houston Odessa, Texas, 79761, hereinafter "ECISD Special Services" and The University of Texas Permian Basin, hereinafter "UTPB College of Education", collectively, "Parties." The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be 2 years from the effective date unless terminated sooner in accordance with the terms of this Agreement (the "Term").

**GOALS AND OBJECTIVES.** Ector County ISD Special Services Department will partner with UTPB College of Education to provide selected candidates an online option to obtain Texas certification/licensure for Diagnostician within a 24-month time frame. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

UTPB will invoice ECISD Special Services for payment of tuition and fees for identified enrolled students. (Cost of books will be the responsibility of students)

ECISD will provide UTPB with a list of students who are eligible for tuition and fees payment.

ECISD will use ESSER funds to provide payment to UTPB for identified students enrolled in the Masters of Special Education with Diagnostician certification or Diagnostician certification. UTPB will provide students with a FERPA release document allowing ECISD Special Services access to students' grades.

ECISD will provide the opportunity for enrolled students to complete the required practicum and will provide a site supervisor.

### **OBLIGATIONS OF THE PARTIES.**

ECISD Special Services shall perform the following obligations:

1. Provide a list to UTPB of all UTPB students (ECISD employees) eligible to receive tuition and fees payment from ECISD. Eligible students are determined by ECISD Special Services through a selection process.
2. Provide payment to UTPB for tuition and fees of identified students enrolled for Diagnostician certification.
3. Provide opportunity for identified students to complete practicum hours and requirements with the support of a site supervisor.

UTPB College of Education shall perform the following obligations:

1. Provide invoice to ECISD Special Services requesting tuition and fees payment for identified students.
2. Provide identified students with FERPA release form allowing ECISD Special Services access to grades and progress.
3. Provide students with sustained and rigorous learning opportunities in an authentic school setting with evidence-based coursework.

**CONFIDENTIALITY.** Each party shall treat as strictly confidential all student information received or obtained as a result of entering into or performing this Agreement. Student information may consist of student grades and performance in coursework.

Each party may disclose information which would otherwise be confidential if and to the extent:

- i.required by the law of any relevant jurisdiction;
- ii.the information has come into the public domain through no fault of that party; or
- iii.the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

**RELATION OF THE PARTIES.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Parties but is rather an agreement by and between independent organizations.

**CONSIDERATION.** This Agreement is being made in consideration of the following: Ector County Independent School District agrees to pay for the tuition and fees of identified students for completion of the Masters of Special Education with Diagnostician Certification or Diagnostician Certification.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:-

- a) has full power, authority and legal right to execute and perform this Agreement;
- b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and (d) shall act in good faith to give effect to the intent

of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

**TERMINATION.** Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the

other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Texas. Venue for any legal disputes will be in Ector County, Texas.

**SIGNATORIES.** This Agreement shall be signed on behalf of Ector County Independent School District by Leslie Wilson, Ector County ISD Executive Director of Special Services and on behalf of UTPB President and effective as of the date first written above.

Accepted for Ector County ISD

Accepted for University of Texas Permian Basin

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Leslie Wilson

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UTPB Representative

[Leslie.wilson@ectorcountyisd.org](mailto:Leslie.wilson@ectorcountyisd.org)

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Date

---

Date



## 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 APPLICATION TO RENEW OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)**

**DATE:** August 16, 2022

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This is an annual renewal of the Optional Flexible School Day Program application (OFSDP). The goal of the Optional Flexible School Day Program is to allow students an opportunity to have flexible hours in order to be successful and receive a high school diploma by offering courses needed for graduation while the district receives funding for students in attendance. The program has two main objectives. The first objective is to allow a student who has dropped out of school or is in danger of dropping out of school an option other than the regular classroom setting or school day. The second objective is to enable a student the opportunity to recover credits lost due to lack of attendance. The program will go into effect 30 days after the application is submitted.

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Administrative Recommendation: Approval of Application to Renew Optional Flexible School Day Program (OFSDP)

# **Optional Flexible School Day Program (OFSDP)**

**2022-2023  
Application  
Presentation**



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# Optional Flexible School Day Program (OFSDP) Information

Students must be at risk of dropping out to enroll in the program

Students may attend OFSDP at their campus or at a district approved program

Students must be approved by their campus principal

Students attend on a flexible schedule

Students must attend 20 hours per week

Students continue to be enrolled at their home campus



# COC Optional Flexible School Day Program (OFSDP) Data

COC OFSDP Students	Number	Percent
Graduates	21	39
Continuers	9	17
Drop Outs	22	41
Non drop out leaver	2	4
Total	54	

*Data includes those students identified as OFSDP in PEIMS. TEA required students to be in person to be counted as OFSDP.*



# EAA Optional Flexible School Day Program (OFSDP) Data

COC OFSDP Students	Number	Percent
Graduates	16	11
Continuers	127	85
Drop Outs	7	5
Non drop out leaver	0	
Total	150	

*Data includes those students identified as OFSDP in PEIMS. TEA required students to be in person to be counted as OFSDP.*



# OFSDP Total Minutes by Track

OFSDP Minutes by Program	Total Minutes
COC	292,482
EAA	871,933
Total	1,164,415

# Texas Education Agency



## APPLICATION

Updated April 2022

### Optional Flexible School Day Program (OFSDP)

2022-2023 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

### AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Provisions of Agreement

### Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

ELTOR COUNTY INDEPENDENT SCHOOL DISTRICT

(Legal Name of School District or Open-Enrollment Charter School)

located at

802 N. SAM HOUSTON STREET, ODESSA, TX 79761

(Physical Address)

hereinafter referred to as "district."

### Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

**Article VI – Application Process**

- For questions or assistance regarding this application, email [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov) or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

**Article VII – Agreement**

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name DR. SCOTT MURI \_\_\_\_\_ Authorized Signature  
Typed Title ECISD SUPERINTENDENT OF SCHOOLS

## Appendix One Assurances

**The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
  - the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

**and**

2. there is an agreement in writing to the student's participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

*SCHOOL BOARD*

*DR. STEVE BROWN, PRESIDENT, (432) 362-0324*

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

*DR. SCOTT MUM, SUPERINTENDENT, (432) 456-9879*

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

**Appendix Two**  
**Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
  
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: \_\_\_\_\_

Day: \_\_\_\_\_

Year: \_\_\_\_\_

Time: 6:00 PM

Location: 802 N. SAM HOUSTON, ODESSA, TX 79761

**Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

DR. STEVE BROWN, SCHOOL BOARD PRESIDENT, (432) 362-0324

Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date

DR. SCOTT MURPHY, SUPERINTENDENT, (432) 456-9879

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

## Appendix Three

### Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.**

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
  - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
  - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
  - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
  - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

**NOTE: absences and days present do not exist in the OFSDP**

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.



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## ECISD Optional Flexible School Day Program (OFSDP)

### 1. Campus Based 2. Ector Acceleration Academies (EAA) 3. Community Outreach Center (COC)

#### Guidelines and Procedures

##### Introduction

The Optional Flexible School Day Program (OFSDP) is a program that ECISD is offering to provide flexible hours of attendance for students who have dropped out of school or are at risk of dropping out. The mission of the program is to increase graduation rates and decrease dropouts by giving students additional flexibility and a smaller learning environment. OFSDP provides an alternative method of attendance accounting. A student must receive a minimum of 45 minutes and maximum of 600 minutes of instruction on any given day to accrue eligible OFSDP minutes for the day. Funding is strictly based on the number of minutes of instruction. Detailed information about OFSDP funding can be found online in the Texas Education Agency ([tea.texas.gov](http://tea.texas.gov)) Student Attendance Accounting Handbook. There are three unique locations a student could attend OFSDP. The three different options are 1. Campus Based 2. Ector Acceleration Academies (EAA) and 3. ECISD Community Outreach Center (COC).

##### Mission

To assist students in achieving their educational and personal goals, leading to a high school diploma and a fulfilling future within our community and beyond. To increase graduation rates and decrease dropout rates for at risk students.

##### Goals

To increase graduation rates and decrease dropout rates for at risk students by recovering students who have dropped out or are about to drop out.

##### Eligibility

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:

- the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
- the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
- the student is attending a school with an approved early college high school program designation; or
- the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
- the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

## Ector County Independent School District

(432) 456.0000

P.O. Box 3912

Odessa, TX 79760

[www.ectorcountysd.org](http://www.ectorcountysd.org)



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### Assessments

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the University Interscholastic League (UIL) if the student meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students are enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### The district agrees

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.
8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

### Campus based

If staff recommends the student attend campus based OFSDP they will consult and gain approval from the campus principal.

### Referrals to Ector Acceleration Academies (EAA)



**Ector County Independent School District**

(432) 456.0000

P.O. Box 3912

Odessa, TX 79760

[www.ectorcountysisd.org](http://www.ectorcountysisd.org)



**Enrollment Process FAQs**

Questions	Action	Person Responsible
<b>INTERNAL REFERRALS</b>		
<p><b>What should I do if I have a student at risk of withdrawing from my high school?</b></p>	<ul style="list-style-type: none"> <li>When an ECISD student is determined to be at risk for abandoning education, the counselor, administrator or teacher will refer the student to the campus principal (or designee) for School Based Team review by scanning QR code or accessing the link on the <a href="#">District Referral form</a>.</li> <li>Considerations: For students participating in Special Ed a change of placement ARD needs to be called to determine if EAA is the appropriate instructional setting for the student. IEP/504 Accommodations must be attached to the District Referral Spreadsheet.</li> </ul>	<p>Counselor, Administrator or Teacher</p>
<p><b>What happens after the District Referral Form is completed?</b></p>	<ul style="list-style-type: none"> <li>The Campus Principal reviews the shared <a href="#">Referral Form Spreadsheet</a> and leads the School Based Support team meeting to determine if EAA would be the preferred instructional option. The Campus principal (or designee)</li> <li>If so, Principal will <b>complete Columns J-K.</b></li> <li>Note: The student will not withdraw from their home school.</li> </ul>	<p>School-based Principal or Designee</p> <p>School-Based Support Team</p>
<p><b>What happens after a student is referred to EAA?</b></p>	<ul style="list-style-type: none"> <li>The EAA Director conducts a local review and adds approval or denial to the shared <a href="#">Referral Form Spreadsheet in Column M.</a></li> <li>Once approved, the EAA team will schedule the student's orientation date and mark that date/time <b>Column N.</b></li> <li>If not approved by district, Principal will notify student and inform student of next steps.</li> </ul>	<p>EAA Director EAA Registrar</p>

## Ector County Independent School District

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<p><b>How does the campus know the student is enrolled at EAA?</b></p>	<ul style="list-style-type: none"> <li>The student should remain at their home school until they ATTEND orientation at EAA. This will be indicated in <b>Column O</b>.</li> <li>The EAA Registrar will mark students in the SIS as <b>Track 3</b> and then request records or pull from the District SIS (Demographic and Transcript).</li> </ul>	
<p><b>EXTERNAL REFERRALS</b></p>		
<p><b>How does a withdrawn student apply for enrollment with EAA?</b></p>	<ul style="list-style-type: none"> <li>Student/Guardian logs in and completes <a href="#">this online application</a>.</li> <li>It can also be found on our website at <a href="http://Ectordiploma.com">Ectordiploma.com</a>.</li> </ul>	<p>Student</p>
<p><b>What happens if the student has never been enrolled in ECISD?</b></p>	<ul style="list-style-type: none"> <li>The student is referred to the home campus for District Registration.</li> <li>After the student registers with ECISD, then the internal referral process would apply.</li> </ul>	<p>EAA Registrar EAA Director</p>
<p><b>FAQs</b></p>		
<p><b>How do home schools know if kids are meeting grad requirements- FAFSA, police video, etc.</b></p>	<ul style="list-style-type: none"> <li>It will be recorded in the ECISD SIS</li> </ul>	<p>EAA Director</p>
<p><b>How does the district approve graduation requirements?</b></p>	<ul style="list-style-type: none"> <li>EAA Director will send relevant transcripts and supplemental graduation completion documents/information to ECISD</li> </ul>	<p>EAA Director</p>

*Note: District Liaison will collaborate with ECISD EDLs to ensure principals have a school based team that will follow an internal process to include a review of currently enrolled students at-risk of abandoning education. This team will also implement appropriate campus based drop-out prevention strategies prior to approving a referral to EAA.*

### Referrals to Community Outreach Center (COC)

Students must be prescreened by Community Outreach Center (COC) staff before a student starts attending the COC OFSDP program. For COC OFSDP referrals, campus principals or counselors should contact the Grad Lab Supervisor or the COC Director at 456-8569 to discuss the student's eligibility to attend COC. After this initial consultation the COC staff will meet with the student and their parent to discuss the program and the program's requirements. The COC Grad Lab program is a voluntary program and students cannot be required to attend the COC instead of the home campus. It is recommended that students who are referred to the COC Grad Lab Program should be at least juniors or seniors and have passed 3 or more EOC's. The students must be identified as McKinney Vento Homeless or current or former Emergent Bilingual (EB) and must meet the other eligibility requirements in this document.

Once the student has been approved to attend COC by the COC staff the COC will email the campus principal for their approval for the student to attend COC. Upon approval the COC staff will email the campus counselor and request a

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review of the student's transcript. The counselor should email the Edgenuity Courses and EOC testing needed for the student to meet graduation requirements. The COC staff will email the campus registrar asking the registrar to move the student to zero track during a cycle and then request to move the student to eligibility code 7 at the next grading cycle. Students cannot be moved to eligibility code 7 except at a grading cycle. Students at the COC will be placed in track 02 and students at Ector Acceleration Academies will be in track 03.

### **Students Receiving Special Education Services**

Before a student who receives special education, services can be approved to attend the campus based OFSDP or the COC Grad Labs, or EAA the campus must hold an ARD meeting to determine if the OFSDP program can meet the educational needs of the student. COC or EAA staff will be invited to attend the ARD meeting to ensure the special needs can be met at the change of placement. Educational decisions through the IEP will be made on a case-by-case basis. The ARD committee will be advised that students at the COC complete their coursework in Edgenuity.

### **Counselor & Registrar – Enrollment Procedures for Campus based and COC only.**

Counselors will meet with OFSDP eligible students and their parent/guardian and will have an OFSDP Enrollment Contract signed by the student, parent/guardian, counselor, and campus administrator. Counselors will keep all the signed contracts until the first day of the next grading/attendance cycle. On the first day of the cycle, the counselor will then add/modify the students' schedules accordingly and indicate the total minutes of courses scheduled on the Contracts. Counselor also will indicate the entry date (the 1st day of the grading/attendance cycle) on the contracts. The counselor will then make one copy of the contracts to keep for their records and the original contracts will go to the registrar. For best document handling purposes, make sure to stamp or write "COPY" on the copy. Once the registrar receives the original Enrollment Contracts, they will withdraw the student with withdraw reason 33. The students will then be re-entered in track 1 or 2(COC) with eligibility code 7 for OFSDP. At this time, the registrar will email the designated attendance clerk about the withdrawal/re-entry so that the attendance clerk can account for the students on their Entry/Withdrawal notebook. Once the registrar completes the withdrawal/re-entry, the registrar will sign the Contracts and return them to the counselor. The counselor will then verify the student is enrolled in track 1 or 2(COC) with eligibility code 7 in Ascender. The original Contracts will then be given to the designated attendance clerk to be stored in the attendance audit box(es).



## OFSDP – Ascender Registration

### Change of Status

From the Ascender Registration application, go to Maintenance > Student Enrollment. Then, in the STUDENT field, enter the student ID to retrieve the student and go to the W/R ENROLL tab.

Below the table, enter the 1<sup>st</sup> day of the current cycle coming up in the Exit Date: field, then click on the [+33] button. (Note: if there is more than one re-entry rows for the student, the oldest entry date, the top row, is selected. Be sure to select the most recent re-entry at the bottom of the list.)



Save Student Information School Year: 2021-2022 Campus 002: ODESSA HIGH SCHOOL Change

STUDENT:  TEXAS UNIQUE STU ID:

Retrieve Directory Hist Directory

Prev Next

Comments Bus Info

DEMO1	DEMO2	DEMO3	AT RISK	CONTACT	W/R ENROLL	SPEC ED	G/T	BIL/ESL	TITLE I	PRS	LOCAL PROGRAMS	PK ENROLL	FORMS																																
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Delete</th> <th>Details</th> <th>Campus</th> <th>Entry Date</th> <th>Exit Date</th> <th>Reason</th> <th>Status</th> <th>Exclusion</th> <th>Grade</th> <th>Elig Cd</th> <th>Track</th> <th>Attrib Cd</th> <th>Camp Res</th> <th>CTE Elig</th> <th>Comnts</th> <th>Res Fac</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>002</td> <td>08-12-2021</td> <td>--</td> <td></td> <td>1</td> <td></td> <td>12</td> <td>1</td> <td>01</td> <td>00</td> <td>--</td> <td><input checked="" type="checkbox"/></td> <td></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>														Delete	Details	Campus	Entry Date	Exit Date	Reason	Status	Exclusion	Grade	Elig Cd	Track	Attrib Cd	Camp Res	CTE Elig	Comnts	Res Fac			002	08-12-2021	--		1		12	1	01	00	--	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Delete	Details	Campus	Entry Date	Exit Date	Reason	Status	Exclusion	Grade	Elig Cd	Track	Attrib Cd	Camp Res	CTE Elig	Comnts	Res Fac																														
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Campus:   
 Entry Date:   
 Exit Date:

Status Cd:   
 Exclusion Code:   
 Reason:

Track:   
 Attribution Cd:   
 Grade Level:   
 Eligibility Code:

Camp Resid:   
 CTE Elig:

Residential Facility:

Version: 6 Build: 022017  
 Host: XXX-XXX-XXX-101 Browser: FF 93.0

\*\*\* ESC18 Test System \*\*\*

HIDE

Session Timer: 234 min and 13 sec  
 © 2020 Texas Computer Cooperative | Help



The student will now have an additional row in the table and the newly created row will be selected. Change the Eligibility Code: filed to 7 and change the Track: field to 01 for campus based, 02 for COC and 03 for EAA. Then, click the [Save] button.

The screenshot shows the ASCENDER Registration interface. At the top, there's a navigation bar with 'Maintenance > Student Enrollment' and 'Registration'. The student information section shows 'STUDENT: 320589 - SMITH, ANGELINA NICOLE' and 'TEXAS UNIQUE STU ID: 4341652281'. Below this is a table with columns: Delete, Details, Campus, Entry Date, Exit Date, Reason, Status, Exclusion, Grade, Elig Cd, Track, Attrib Cd, Camp Res, CTE Elig, Comnts, and Res. Fac. The table contains two rows of enrollment data. A green box highlights the second row with the text 'New row created'. Below the table is a form with fields for Campus (002), Status Cd (1), Track (01), Entry Date (11-04-2021), Exclusion Code, Attribution Cd (00), Exit Date, Grade Level (12), Camp Resid, Reason, Eligibility Code (7), and CTE Elig (checked). Red circles '1' and '2' point to the Eligibility Code and Track fields respectively. The bottom of the screen shows system information: 'STR0120 County/District: 068901', '\*\*\* ESC18 Test System \*\*\*', 'Session Timer: 233 min and 35 sec', and '© 2020 Texas Computer Cooperative | Help'.

Make sure the “Save Successful” message appears at the bottom. If there are any errors preventing the change of status from being saved, the message at the bottom will specify what the error is that needs correction. (Note: After clicking the [Save] button, the 1<sup>st</sup> row in the table is selected and the data for that row is what is now showing below the table. Suggestion: You may click on the newly created row to double-check your data entry.)



**ASCENDER**  
ELEVATING TECHNOLOGY SOLUTIONS

Maintenance > Student Enrollment

Registration

adrian.garcia

Save Student Information School Year: 2021-2022 Campus 002: ODESSA HIGH SCHOOL Change

STUDENT: 320589 : SMITH, ANGELINA NICOLE TEXAS UNIQUE STU ID: 4341652281

Retrieve Directory Hist Directory

Comments Bus Info

DEMO1 DEMO2 DEMO3 AT RISK CONTACT W/R ENROLL SPEC ED G/T BIL/ESL TITLE I PRS LOCAL PROGRAMS PK ENROLL FORMS

Delete	Details	Campus	Entry Date	Exit Date	Reason	Status	Exclusion	Grade	Elig Cd	Track	Attrib Cd	Camp Res	CTE Elig	Comnts	Res Fac
		002	08-12-2021	11-04-2021	33	1		12	1	01	00	--	<input checked="" type="checkbox"/>	Rta	<input type="checkbox"/>
		002	11-04-2021	--		1		12	7	01	00	--	<input checked="" type="checkbox"/>	Rta	<input type="checkbox"/>

Residential Facility:

Campus: 002 Status Cd: 1 Track: 01 Exclusion Code: Attribution Cd: 00

Entry Date: 08-12-2021 Grade Level: 12 Camp Resid: --

Exit Date: 11-04-2021 Reason: 33 Record Status Change -33 Eligibility Code: 1 CTE Elig:

Save Successful  
 \*\*\* ESC18 Test System \*\*\*

Version: 6 Build: 0220.17  
 Host: XXXX.XXXX.XXXX.101 Browser: FF 93.0

STRO120 County/District: 068901 Session Timer: 239 min and 13 sec © 2020 Texas Computer Cooperative | Help

### Teachers and Attendance Clerk – Attendance Procedures

There is no ADA period for posting attendance for OFSDP ADA funding purposes and therefore there is no need for teachers to post attendance in txGradebook (absences, tardies, etc.). OFSDP ADA funding is strictly based on the number of minutes of instruction and therefore requires a teacher of record to record the actual number of students' instructional minutes on the Optional Flexible School Day Program (FLEX) Daily Log Sheet. The teacher must verify and sign the Daily Log Sheet each day. The teacher will then turn in the Daily Log Sheet to the designated attendance clerk no later than the next school day. The attendance clerk will code daily OFSDP attendance from the teachers' Daily Log Sheets in Ascender OFSDP Posting by Teacher. See OFSDP Daily Attendance Data Entry Instructions (below) for detailed instructions. When OFSDP data entry from the Daily Log Sheet has been completed, the attendance clerk will sign and date the bottom of the log sheet. All Daily Log Sheets must be kept in the attendance audit box(es) and all student data will be maintained in compliance with sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook. The District's six-week reports are both reviewed and certified accordingly. Attendance Balancing - Once the attendance clerk is notified by the registrar by email that an OFSDP student has been enrolled, the attendance clerk records the withdrawal/re-entry on their Entry/Withdrawal Notebook for attendance balancing purposes. Students will not be simultaneously enrolled in OFSDP and traditional programs.

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### OFSDP Daily Attendance Data Entry Instructions

- The designated attendance clerk will receive the FLEX Daily Log Sheets from the teacher every day for the previous school day. Before entering the information, the attendance clerk needs to confirm that the log sheet was filled out correctly and that the teacher's signature is present.
- The information from the FLEX Daily Log Sheets will be entered in Ascender per the instructions below.
- The attendance needs to be entered by the total number of minutes per week.
- Data entry staff should set up an Excel Sheet that will allow them to add the minutes on a weekly basis for data entry one time per week. Email [Scott.Randolph@ectorcountysd.org](mailto:Scott.Randolph@ectorcountysd.org) to request a copy of the excel sheet.

### FLEX ATTENDANCE WEEKLY REGISTER

Go to ASCENDER → ATTENDANCE → MAINTANENCE → FLEXIBLE ATTENDANCE → WEEKLY REGISTER WORKSHEET

1. Select track "01 (campus based) 02 (COC) 03 (EAA)"
2. Type the attendance cycle 1-6
3. Type week number within the cycle
4. Click "Retrieve"
5. Check the cycle dates
6. Click "Add"



Save Student Information

7 2 3 4 5

Track: 03 Cycle: 5 Week: 2 Retrieve No Of Days Taught: (35) Cycle Date Range: (02-14-2022 to 04-08-2022)

Delete	Student ID	Student Name	Grd Lvl	Flex Att Program	Elig Mins	InElig Mins	Instr Set	Sp Ed Mins	CTE Mins	Excess Mins	BIL/ESL Mins	LEP	BIL/ESL Fund Cd	PRS Mins	G/T
--------	------------	--------------	---------	------------------	-----------	-------------	-----------	------------	----------	-------------	--------------	-----	-----------------	----------	-----

6 + Add

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1. Enter students ECISD ID
2. Name and Grade level will populate, select the name
3. Select “1” under **Flex Att Program**
4. Type amount of minutes for entire week under **Elig Mins**
6. Click Save
5. **Instr Set** “40” (Mainstream) is selected automatically.
7. Click Add to enter another student.

Del.	Student ID	Student Name	Grd Lv	Flex Att Program	Elig Mins	InElig Mins	Instr Set	Sp Ed Mins	CTE Mins	Excess Mins	BIL/ESL Mins	LEP	BIL/ESL Fund Cd	PRS Mins	G/T
			12		0	0	00	0	0	0	0			0	

### Notes:

- Weekly calculations must be made prior to entering minutes.

- **InElig Mins** can be entered for

tracking purposes, ECISD only requires **Elig Min**

- After clicking on [Save] button, if an error message displays indicating the student is not eligible for OFSDP program, make sure the student’s eligibility code is 7. If the student’s eligibility code is not 7, contact the registrar to make the correction to the eligibility code. After the student’s eligibility code is corrected.

### Instruction

OFSDP in ECISD will utilize Edgenuity virtual program. Students work on the program and are monitored by teachers and facilitators to ensure matriculation towards graduation. Students are assigned to a teacher of record who monitors student progress in Edgenuity. Students are assigned goals and completion dates for each class. Edgenuity displays progress status to help the student stay on track. Campus facilitators monitor and provide individual assistance as

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needed. Tutoring is provided as needed. Students also are provided supplemental services including workforce readiness presentations, college group visits and other programming designed to help the student graduate.

### **Graduation**

Campus counselors review credit recovery and EOC completions to ensure students meet graduation requirements.

### **Summer School**

For eligible OFSDP students attending summer school courses for credit recovery, funding is limited to only funding for the attendance necessary for the student to recover class credit. OFSDP student sign in sheets will be for only classes needed to recover credit. Once a student has recovered the credit needed, their summer experience will be considered complete, and they will stop attending school until the start of the next school year. Campus and Grad Lab staff will ensure that students only sign in to work on classes needed to recover credit during summer by reviewing the student's graduation plan and ensuring courses assigned are needed for credit recovery. Campus staff and COC Grad Lab supervisor will review to ensure compliance with this requirement by noting each student's file before the summer session begins.



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**Ector County Independent School District  
Optional Flexible School Day Program  
Enrollment Contract**

*Please note a contract must be on file for every year the student participates.*

Student Name: \_\_\_\_\_ ID: \_\_\_\_\_

Campus: \_\_\_\_\_ Grade: \_\_\_\_\_ Cohort: \_\_\_\_\_

Phone # \_\_\_\_\_ Address: \_\_\_\_\_

Please note the following program options:

1. Flexible Scheduling: During school day from 8:00am to 12:00pm or 1:00pm to 5:00pm
2. Flexible Scheduling: Students should attend a minimum of 20 hours per week.
3. Flexible Scheduling: Extended day and flexible schedules within the school day based on individual student need.

**Eligibility**

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
  - the student is attending a school with an approved early college high school program designation; or
  - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
  - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).  
and
2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

You agree to accept and comply with the ECISD's rules and regulations. The campus principal reserves the right to dismiss any student from the program when the behavior conflicts with the regular operations of the group or when a student does not obey rules and regulation.

By signing this agreement, \_\_\_\_\_ (Print student name) agrees to participate in the program in an effort to graduate according to their Personal Graduation Plan. The student understands and agrees that he or she may be dismissed from the program for non-participation at the discretion of the campus principal with penalties for nonattendance including filing truancy charges, if appropriate. The student also agrees to visit with their counselor on a regular basis to discuss progress and guidance.

EOC Assessments Needed (circle):    English I    English II    Algebra I    Biology    US History

\_\_\_\_\_  
Student Signature Date

\_\_\_\_\_  
Parent/Guardian Signature Date

\_\_\_\_\_  
Counselor Date

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Campus Administrator Date \_\_\_\_\_

-----  
*For Office Use Only*

Total Minutes of Courses Scheduled: \_\_\_\_\_

Entry Date: \_\_\_\_\_ (must be day 1 of grading cycle)

Eligibility Code Change to \_\_\_\_\_ Registrar Signature: \_\_\_\_\_

Counselor Verification Signature: \_\_\_\_\_



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Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***FOR OFFICE USE ONLY***

Attendance Data Entry By: \_\_\_\_\_ Date: \_\_\_\_\_

# Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>		<p><b>Eligibility Designation</b></p> <p>1 = TEC §29.081 At-Risk Students                      2 = TEC §25.092 Minimum Attendance                      3 = TEC §29.908 Early College High School                      4 = TEC §39A.107 Campus Turnaround Plan                      5 = Credit Recovery**                      6 = TEC §29.081(e-1) Campus Dropout Recovery                      7 = TEC §29.081(e-2) Online Dropout Recovery</p>							<p><b>School Year Period of Agreement</b></p> <p>Reported in TSDS PEIMS Summer Collection 3</p> <p>Program start date must be 30 days after application submission.</p> <p>Program end date must not exceed the last day of the regular school calendar.</p>				<p><b>Summer Period of Agreement</b></p> <p>Reported in TSDS PEIMS Extended Collection 4</p> <p><b>**Credit Recovery - Designation 5</b></p> <p>Summer period of agreement should not exceed 30 days or extend past July 31st.</p>				
		<p><b>Nine Digit District and Campus Number</b></p>	<p><b>Campus Name</b></p>	1	2	3	4	5	6	7	<p>Estimated Students Participating</p>	<p>Program Start Date</p>	<p>Program End Date</p>	<p>Proposed Days: SUMTWTWFS</p>	<p>Minutes Offered Per Day</p>	<p>Summer Program Start Date</p>	<p>Summer Program End Date</p>
068901002	ODESSA H S	1	2			5			75	9/16/2022	5/25/2023	MTWTHFS	240	6/5/2023	6/29/2023	MTWTHF	240
068901003	PERMIAN H S	1	2			5			75	9/16/2022	5/25/2023	MTWTHFS	240	6/5/2023	6/29/2023	MTWTHF	240
068901011	GEORGE H W BUSH NEW TECH ODESSA	1	2			5			25	9/16/2022	5/25/2023	MTWTHFS	240	6/5/2023	6/29/2023	MTWTHF	240
068901014	ODESSA CAREER AND TECHNICAL EARLY COLLEGE H S	1	2			5			25	9/16/2022	5/25/2023	MTWTHFS	240	6/5/2023	6/29/2023	MTWTHF	240
068901015	ODESSA COLLEGIATE ACADEMY EARLY COLLEGE H S	1	2			5			25	9/16/2022	5/25/2023	MTWTHFS	240	6/5/2023	6/29/2023	MTWTHF	240
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# Optional Flexible School Day Program (OFSDP) - Appendix 5

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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
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Insert 6-Digit District Number

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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
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Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	<b>Eligibility Designation</b> 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus Dropout Recovery 7 = TEC §29.081(e-2) Online Dropout Recovery	<b>School Year Period of Agreement</b> Reported in TSDS PEIMS Summer Collection 3  Program start date must be 30 days after application submission.  Program end date must not exceed the last day of the regular school calendar.	<b>Summer Period of Agreement</b> Reported in TSDS PEIMS Extended Collection 4  **Credit Recovery - Designation 5  Summer period of agreement should not exceed 30 days or extend past July 31st.
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
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# Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>	<p><b>Eligibility Designation</b>                  1 = TEC §29.081 At-Risk Students                  2 = TEC §25.092 Minimum Attendance                  3 = TEC §29.908 Early College High School                  4 = TEC §39A.107 Campus Turnaround Plan                  5 = Credit Recovery**                  6 = TEC §29.081(e-1) Campus Dropout Recovery                  7 = TEC §29.081(e-2) Online Dropout Recovery</p>	<p><b>School Year Period of Agreement</b>                  Reported in TSDS PEIMS Summer Collection 3                   Program start date must be 30 days after application submission.                   Program end date must not exceed the last day of the regular school calendar.</p>	<p><b>Summer Period of Agreement</b>                  Reported in TSDS PEIMS Extended Collection 4                   **Credit Recovery - Designation 5                   Summer period of agreement should not exceed 30 days or extend past July 31st.</p>
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
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# Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>	<p><b>Eligibility Designation</b>                  1 = TEC §29.081 At-Risk Students                  2 = TEC §25.092 Minimum Attendance                  3 = TEC §29.908 Early College High School                  4 = TEC §39A.107 Campus Turnaround Plan                  5 = Credit Recovery**                  6 = TEC §29.081(e-1) Campus Dropout Recovery                  7 = TEC §29.081(e-2) Online Dropout Recovery</p>	<p><b>School Year Period of Agreement</b>                  Reported in TSDS PEIMS Summer Collection 3                   Program start date must be 30 days after application submission.                   Program end date must not exceed the last day of the regular school calendar.</p>	<p><b>Summer Period of Agreement</b>                  Reported in TSDS PEIMS Extended Collection 4                   **Credit Recovery - Designation 5                   Summer period of agreement should not exceed 30 days or extend past July 31st.</p>
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
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## **REQUEST FOR APPROVAL OF MINUTES OF MEETINGS**

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

- June 14, 2022 – Board Workshop Meeting
- June 20, 2022 – Special Board Meeting
- June 21, 2022 – Regular Board Meeting

**AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 5:00 P.M., JUNE 14, 2022, WITH THE FOLLOWING MEMBERS:**

**Present:**

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

**Absent:**

**School Officials:** Dr. Scott Muri, Mike Adkins, Dr. Lilia Náñez, Deborah Ottmers, Dr. Keeley Boyer, Dr. Anthony Sorola, Dr. Kellie Wilks

**Others:** Tatiana Dennis, Staci Ashley, Albert Valencia, Cindy Retana, Erin Bueno, Jaime Miller, Lisa Wills, Ashley Osborne, Mitch Davis, Aaron Hawley, Mauricio Marquez, Anthony Garcia, Melissa Bozhurt Garcia, Regina Lee, Luis Tovar, Anthony Garza, Matt Rist, Elisha Sessions, Mary Franco

**25925** **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 5:00 p.m.

**25926** **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 Tammy Hawkins, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**25927** **Opening Remarks by Superintendent:** There were no opening remarks from the Superintendent.

**25928** **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 employee of the District or hear a complaint or charge against an officer or employee.] (Level III Grievance Hearing – Anthony Galateo Garza) 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.]:**

Board President Tammy Hawkins convened the Board of Trustees to closed session at 5:03 p.m.

Board President Tammy Hawkins reconvened the Board of Trustees to open session at 6:21 p.m.

**25929** **Possible Action Concerning Level III Grievance Hearing – Anthony Galateo Garza:** Moved by Gregg, seconded by Abalos to overturn the Level II findings and raise salary to \$78, 161.13 as presented.

For:	Against:
Abalos	Brown
Gregg	
Hawkins	
Smith	
Stanley	

Motion passed.

*Recess – The Board took a 5-minute recess.*

**25930** **Opening Remarks by Superintendent:** In Dr. Muri's opening remarks he told Trustees that he would be getting an update on the water main break after this meeting, make a decision about Summer Learning for tomorrow, and notify staff and parents with the latest news.

**25931** **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.

## Report/Discussion Items

**25932** **Budget Update Discussion:** Chief Financial Officer Deborah Ottmers presented this item for discussion. Trustees are anticipating the overall tax rate will stay the same as it is now - \$1.17792 per \$100 valuation. A school board in Texas is legally required to approve three separate budgets: 1) the General Fund budget which is projected to be \$338,720,000; 2) the Debt Service budget projected at \$27,547,576; and 3) the School Nutrition budget at \$18,115,065. All are balanced budgets. The highlights of the General Fund budget come from the 2022-23 Compensation Plan which Trustees approved last month:

- Starting teacher salary raised to \$58,750 (NOTE: in 2017-18, ECISD's starting teacher salary was just \$44,500)
- Everyone on the teacher pay scale will get a minimum increase of \$2,000
- 4% general pay increase at midpoint for hourly employees (campus-based and central office)
- 3% (of midpoint) pay increase for all professional employees (campus-based and central office)

- Raise minimum wage to \$15/hour (this is up from \$10/hour two years ago)
- The pay increases come at a cost of approximately \$9.3 million to the District's budget.

During the discussion it was noted, the two largest expenditures, by function, are Instruction, which is 60% of the General Fund budget and Maintenance & Operations, which is 10% of the General Fund budget.

The Board of Trustees plan to officially adopt the 2022-2023 budget at a Public Hearing scheduled for next week, Tuesday, June 21, 2022 at 6:00 p.m.

No action required.

**25933** **Spring 2022 MAP Assessment Presentation:** Associate Superintendent of Curriculum & Instruction Dr. Lilia Náñez presented this item for discussion. Trustees received an update on 2021-22 MAP (Measure of Academic Progress) results. MAP is taken by students three times each year, it measures how much students grow from test to test during the year. Proficiency follows growth. MAP Growth is one of ECISD's Strategic Plan Indicators of Success: in 2021 50% of students hit projected growth measures; in 2022 53% of students hit projected growth measures. With MAP, the 50<sup>th</sup> percentile represents a year of growth; numbers higher than that indicate more than a year of growth. In K-8 Reading, students met or exceeded growth projections in 3-7, 10 and 11 and closed gaps significantly in kinder, 1 and 2. In K-8 Math, students hit or exceeded growth projections in all grades. Science, given for the first time, hit or exceeded growth projections in 3-5, 7 and 8. Trustees also looked at a breakdown of specific student groups.

No action required.

**25934** **Presentation of the 2022-2023 District Improvement Plan:** Associate Superintendent of Curriculum & Instruction Dr. Lilia Náñez presented this item for discussion. Trustees reviewed the 2022-23 District Improvement Plan (DIP). The DIP aligns to the major themes of the strategic plan, and the district goals align to the Board of Trustees' goals. A few elements of the DIP that have been of particular focus over the past year are distribution and use of technology to enhance anywhere/anytime learning for students; the district's commitment to social-emotional learning resources that will help students and staff recover from the effects of the pandemic and school closures, but also creates a culture of safety and respect in each school; personalized learning for students (which includes the high-impact tutoring used during this past year) and for staff members' professional development; the expansion of Prekindergarten to increase Kindergarten Readiness; dropout recovery efforts like the Virtual Academy and the new partnership with Acceleration Academy; and the Talent Development work to create pipelines for hiring new teachers and strategic compensation for those most effective in leading/coaching colleagues and

growing student achievement, i.e. Teacher Incentive Allotment, Opportunity Culture and National Board certification.

No action required.

### Board Policy

**25935** **Discussion of Revisions to Local Board Policies for The District of Innovation Renewal Plan**: Associate Superintendent of Human Capital, Operations and Athletics Anthony Sorola, Ed.D. presented this item for discussion. Trustees reviewed revisions to local board policies for the District of Innovation (DOI) plan and the related exemptions from state statutes. The Texas Association of School Boards (TASB) Policy Service assisted the District in proposing revisions and additions to ECISD board policy. These policies will be brought back for a second read and vote on June 21, 2022.

No action required.

### Action Items

**25936** **Discussion of and Request for Approval of Reorganization of Board of Trustees Naming President, Vice-President and Secretary**: The Texas Education Code, Section 11.061(C) requires that each school board “organize at the first meeting after the election and qualification of trustees.” Trustees submitted the following nominations for the official voting ballot.

#### ***The following votes for Board President were cast:***

Steve Brown	Five (5) Votes
Carol Gregg	One (1) Votes

#### ***The following votes for Board Vice-President were cast:***

Carol Gregg	Five (5) Votes
Donna Smith	One (1) Votes

#### ***The following votes for Board Secretary were cast:***

Delma Abalos	Two (2) Votes
Chris Stanley	Four (4) Votes

Moved by Gregg, seconded by Smith to approve Steve Brown as President by way of Ballot to serve as the 2022-2023 Ector County ISD Board of Trustees' Officers.

For:	Against:
Brown	Abalos
Gregg	
Hawkins	

Smith  
Stanley

Motion passed.

Moved by Abalos, seconded by Brown to approve Carol Gregg as Vice-President by way of Ballot to serve as the 2022-2023 Ector County ISD Board of Trustees' Officers.

Motion unanimously approved.

Moved by Gregg, seconded by Brown to approve Chris Stanley as Secretary by way of Ballot to serve as the 2022-2023 Ector County ISD Board of Trustees' Officers.

Motion unanimously approved.

**25937** **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 employee of the District or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the selection of Single Member District-Position 7 Applicants for Interview) and (The Board of Trustees will deliberate the hiring of principals at Alamo, Gonzales, Milam, and Ross, Executive Director of Leadership, and Executive Director of Guidance, Counseling and Wellness). 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.]:**

Board President Tammy Hawkins convened the Board of Trustees to closed session at 7:51 p.m.

Board President Tammy Hawkins reconvened the Board of Trustees to open session at 8:24 p.m.

**25938** **Possible Action to Select Single Member District-Position 7 Applicants for Interview:** Moved by Gregg, seconded by Abalos to interview all eight of the Position 7 applicants at a Special Board meeting on Monday, June 20, 2022. Applicants being Randy Adams, James Drexler, Toni Hardesty, Dennis Jones, Travis Overton, John Rabenaldt, David Sovil, and Robert Thayer. The Board of Trustees will vote on the appointee during the Regular Board meeting on Tuesday, June 21, 2022.

Motion unanimously approved.

**25939** **Possible Action to Hire Principal at Gale Pond Alamo STEAM Elementary:** Moved by Gregg, seconded by Abalos to approve recommendation to hire Elisha Sessions as the new principal at Gale Pond Alamo STEAM Elementary as presented.

Motion unanimously approved.

**25940** **Possible Action to Hire Principal at Gonzales Elementary:** Moved by Abalos, seconded by Gregg to approve recommendation to hire Adonica Galindo as the new principal at Gonzales Elementary as presented.

Motion unanimously approved.

**25941** **Possible Action to Hire Principal for Milam Magnet Elementary:** Moved by Abalos, seconded by Gregg to approve recommendation to hire Dorothy Ortiz as the new principal at Milam Magnet Elementary as presented.

Motion unanimously approved.

**25942** **Possible Action to Hire Principal at Ross Elementary:** Moved by Gregg, seconded by Abalos to approve recommendation to hire Raquel Rodriguez as the new principal at Ross Elementary as presented.

Motion unanimously approved.

**25943** **Request for Approval of Personnel Recommendation for the Executive Director of Leadership:** Moved by Gregg, seconded by Abalos to approve recommendation to hire Mauricio Marquez as the Executive Director of Leadership as presented.

Motion unanimously approved.

**25944** **Request for Approval of Personnel Recommendation for the Executive Director of Guidance, Counseling and Wellness:** Moved by Abalos, seconded by Gregg to approve recommendation to hire Chelsea Reyes as the Executive Director of Guidance, Counseling and Wellness as presented.

Motion unanimously approved.

**25945** **Closing Remarks by Superintendent:** There were no closing remarks.

**25946** **Adjournment:** Tammy Hawkins Board President, adjourned the Board meeting at 8:31 p.m.

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**Board President**  
*Tammy Hawkins*

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**Board Secretary**  
*Carol Gregg*

**AT A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., JUNE 20, 2022, WITH THE FOLLOWING MEMBERS:**

**Present:**

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

**Absent:**

Tammy Hawkins

**School Officials:** Dr. Scott Muri

**Others:** Randy Adams, James Drexler, Toni Hardesty, Dennis Jones, Travis Overton, John Rabenaldt, David Sovil, Robert Thayer, Mary Franco

**25947** **Meeting Called to Order:** Dr. Steve Brown, Board Vice-President, called the Board of Trustees Meeting to order at 6:00 p.m.

**25948** **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 Vice-President Dr. Steve Brown, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**25949** **Opening Remarks by Superintendent:** Superintendent Dr. Scott Muri spoke briefly on the process of the interviews for this meeting.

**25950** **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.

**25951** **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.] (The Board of Trustees will Interview Applicants and deliberate the Appointment of a Citizen to fill Single Member District-Position 7):**

Board Vice-President Dr. Steve Brown convened the Board of Trustees to closed session at 6:02 p.m.

Board Vice-President Dr. Steve Brown reconvened the Board of Trustees to open session at 10:06 p.m.

**25952** **Adjournment:** Dr. Steve Brown, Board Vice-President, adjourned the Board meeting at 10:08 p.m.

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**Board Vice-President**  
*Dr. Steve Brown*

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**Board Secretary**  
*Carol Gregg*

**AT A REGULAR MEETING AND PUBLIC HEARING ON THE AMENDMENT NO. 1 TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE BETWEEN THE DISTRICT AND 1POINTFIVE P1, LLC, TEXAS COMPTROLLER APPLICATION NUMBER 1570, PURSUANT TO CHAPTER 313 OF THE TEXAS TAX CODE AND PUBLIC HEARING FOR ADOPTION OF 2022-2023 OFFICIAL BUDGET OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 5:00 P.M., JUNE 21, 2022, WITH THE FOLLOWING MEMBERS:**

**Present:**

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

**Absent:**

Tammy Hawkins

**School Officials:** Dr. Scott Muri, Mike Adkins, Deborah Ottmers, Dr. Anthony Sorola, Dr. Kellie Wilks

**Others:** Mike Atkins, Kristen Vesely, Yolanda Gordan, Jaime Miller, Chad Crowson, Brandon Reyes, Sheena Salcido, James Drexler, Karl Miller, Toby Lefevers, De'Ann Weekly, Will Weekly, Heather Potts, Caden Wookig, Laura Gomez, Amaralis Gomez, Eliseo Gomez, Alex Macias, Emmanuel Afolabi, Shijay Sivakumar, James Ramage, Leslie Wilson, Aaron Hawley, Chelsea Reyes, Heather Lovett, Heather Bland, Hilberto Ochoa, Crystal Day, Nancy Vanley, Ashley Osborne, Jason Osborne, Cindy Retana, Robert Cedillo, Cortney Smith, Eri Bueno, Mauricio Marquez, Ruth Campbell, Devin Benavides, Mary Franco

**25953** **Meeting Called to Order:** Dr. Steve Brown, Board President, called the Board of Trustees Meeting to order at 5:00 p.m.

**25954** **Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting:** Board President Dr. Steve Brown, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**25955** **Opening Remarks by Superintendent:** There were no opening remarks from the Superintendent.

**25956** **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 employee of the District or hear a complaint or charge against an officer or employee.] (Level III Grievance Hearing – Sheena Salcido) 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.]:**

Board President Dr. Steve Brown convened the Board of Trustees to closed session at 5:01 p.m.

Board President Dr. Steve Brown reconvened the Board of Trustees to open session at 6:02 p.m.

**25957** **Possible Action Concerning Level III Grievance Hearing – Sheena Salcido**: Moved by Smith to overturn the Level II findings, no second. (Delma Abalos and Chris Stanley recused themselves)

Level II Grievance decision upheld.

*Recess – The Board took a 5-minute recess.*

**25958** **Pledge of Allegiance to United States and Texas Flags**: The United States and Texas flag pledges were led by Camp SIP Students Amaralis Gomez, 4<sup>th</sup> grade Reagan Elementary student and Emmanuel Afolabi, 7<sup>th</sup> grade Nimitz Middle School student.

**25959** **Invocation**: The Invocation was led by Dr. Steve Brown, Board President.

**25960** **Special Presentations**:

**Presentation of Extra Mike Award to Lorraine Perryman, Lisa Wyman, and Chris Cole**: This presentation was postponed for a later date.

**Presentation of State Board of Education Student Hero Award to OCTECHS Ashley Manquero**: This presentation was postponed for a later date.

**Introduction of Visual Arts Scholastic Event (VASE) State Qualifiers**: Chief Communication Officer Mike Adkins introduced the Visual Arts Scholastic Event (VASE) State Qualifiers. VASE recognizes exemplary student achievement in the Visual Arts by providing high school art students and programs a standard of excellence to achieve.

Odessa High School

- Kenya Olivera
- Gabriel Mendez

New Tech Odessa

- Nysabella Karais
- Abigail Murillo

Odessa Colligate Academy

- Mayah Ritter
- Caden (Piper) Weekly

Permian High School

- Ariana Juarez
- Marian Rendon
- Flor Lozano
- Autumn Bakley
- Clara Long
- Alex Chapa

**Recognition of Shijay Sivakumar for Placing in a tie for 9<sup>th</sup> at the Scripps National Spelling Bee May 31 – June 2 in Washington, D.C.:**

Bowie Middle School 8<sup>th</sup> Grade Student Shijay Sivakumar was recognized for placing in a tie for 9<sup>th</sup> at the Scripps National Spelling Bee May 31-June 2 in Washington D.C. He has been the Regional Spelling Bee champ from Odessa for three straight years but due to COVID-19, this is the first time in that stretch the national bee has been held in person.

**25961** **Opening Remarks by Superintendent:** There were no opening remarks from the Superintendent.

**25962** **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**

**25963** **Discussion of and Request for Approval of Revisions to Local Board Policies for the District of Innovation Renewal Plan:** Moved by Stanley, seconded by Smith to approve the revisions to Local Board Policies for the District of Innovation Renewal Plan as presented.

Motion unanimously approved.

**Public Hearing**

**25964** **Public Hearing Discussion and Possible Action on the Amendment No. 1 to Agreement for Limitation on Appraised Value between the District and 1PointFive P1, LLC, Texas Comptroller Application Number 1570, Pursuant to Chapter 313 of the Texas Tax Code:** Moved by Abalos, seconded by Gregg to approve Amendment No. 1 to Agreement for Limitation on Appraised Value between the District and 1PointFive P1, LLC, Texas Comptroller Application Number 1570, Pursuant to Chapter 313 of the Texas Tax Code as presented.

Motion unanimously approved.

Immediately following the presentation and vote, Board President Dr. Steve Brown declared the Public Hearing on the Amendment No. 1 to Agreement for Limitation on Appraised Value between the District and 1PointFive P1, LLC, Texas Comptroller Application Number 1570, Pursuant to Chapter 313 of the Texas Tax Code **open**.

There was no public comment.

Board President Dr. Steve Brown declared the Public Hearing on the Amendment No. 1 to Agreement for Limitation on Appraised Value between the District and 1PointFive P1, LLC, Texas Comptroller Application Number 1570, Pursuant to Chapter 313 of the Texas Tax Code **closed**.

### Public Hearing

**25965** **Public Hearing for Adoption of 2022-2023 Official Budget**: Trustees held a public hearing for the adoption of the 2022-23 budget. They are anticipating the overall tax rate will stay the same as it is now - \$1.17792 per \$100 valuation. A school board in Texas is legally required to approve three separate budgets: The General Fund budget which is projected to be \$338,720,000; the Debt Service budget projected at \$27,547,576; and the School Nutrition budget at \$18,115,065. All are balanced budgets. The highlights of the General Fund budget come from the 2022-23 Compensation Plan which Trustees approved last month:

- Starting teacher salary raised to \$58,750 (NOTE: in 2017-18, ECISD's starting teacher salary was just \$44,500)
- Everyone on the teacher pay scale will get a minimum increase of \$2,000
- 4% general pay increase at midpoint for hourly employees (campus-based and central office)
- 3% (of midpoint) pay increase for all professional employees (campus-based and central office)
- Raise minimum wage to \$15/hour (this is up from \$10/hour two years ago)
- The pay increases come at a cost of approximately \$9.3 million to the District's budget.

During the discussion it was noted, the two largest expenditures, by function, are Instruction, which is 60% of the General Fund budget and Maintenance & Operations, which is 10% of the General Fund budget.

Immediately following the presentation, Board President Dr. Steve Brown declared the Public Hearing on the proposed 2022-2023 Budget **open**.

There was no public comment.

Board President Dr. Steve Brown declared the Public Hearing on the proposed 2022-2023 Budget *closed*.

**Action Items**

**25966** **Discussion of and Request for Approval of Adoption of 2022-2023 Official Budget:** Moved by Smith, seconded by Gregg to approve the Adoption of the 2022-2023 Official Budget as presented.

Motion unanimously approved.

**25967** **Discussion of and Request for Approval of Resolution to Calculate the Property Tax Rates:** Moved by Smith, seconded by Gregg to approve the Resolution to Calculate the Property Tax Rates as presented.

Motion unanimously approved.

**25968** **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Smith, seconded by Gregg to approve the Purchases over \$50,000 as presented.

Motion unanimously approved.

**25969** **Discussion of and Request for Approval of Resolution Committing Fund Balance in Accordance to GASB 54:** Moved by Gregg, seconded by Stanley to approve the Resolution Committing Fund Balance in Accordance to GASB 54 as presented.

Motion unanimously approved.

**25970** **Discussion of and Request for Approval of 2021-2022 Final Budget Amendment #7:** Moved by Gregg, seconded by Stanley to approve the 2021-2022 Final Budget Amendment #7 as presented.

Motion unanimously approved.

**25971** **Discussion of and Request for Approval of 2022-2023 District Improvement Plan:** Moved by Stanley, seconded by Abalos to approve the 2022-2023 District Improvement Plan as presented.

Motion unanimously approved.

**25972** **Discussion of and Request for Approval of the 2022-2023 Student Code of Conduct and Revisions to the Student Handbook Fees:** Moved by Gregg, seconded by Stanley to approve the 2022-2023 Student Code of Conduct and Revisions to the Student Handbook Fees as presented.

Motion unanimously approved. 175

**25973** **Discussion of and Request for Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) Through the End of August 2022:** Moved by Smith, seconded by Stanley to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) through the end of August 2022 as presented.

Motion unanimously approved.

**25974** **Discussion of and Request for Approval to Adopt Resolution Regarding Wage Payments During Disruption of Normal District Operations:** Moved by Gregg, seconded by Stanley to Adopt Resolution Regarding Wage Payments during Disruption of Normal District Operations as presented.

Motion unanimously approved.

**25975** **Consent Agenda:** Moved by Smith, seconded by Stanley to approve Consent Agenda as presented.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Innovative Services for Students with Autism Grant Award Program Shared Services Agreement
- D. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College - OCTECHS
- E. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College - Odessa Collegiate Academy
- F. Request for Approval of Memorandum of Understanding between Ector County ISD and The University of Texas Permian Basin for Academic Dual Credit
- G. Request for Approval of Memorandum of Understanding and Articulation Agreement between Ector County ISD and Odessa College – Continuing Education Class Offerings
- H. Request for Approval of Memorandum of Understanding between Ector County ISD and Angelo State University - School Counseling Pathway
- I. Request for Approval of Interlocal Agreement between Ector County ISD and The University of Texas at Austin for 2022-2023 OnRamps Program
- J. Request for Approval of Odessa High School Future Teachers of Odessa Students Out-of-State Travel to Washington, D.C.
- K. Request for Approval of UIL Exemption List for the 2022-2023 School Year
- L. Request for Approval of Resolution of the Board to Designate Investment Officer(s)
- M. Request for Approval of Resolution Amending Authorized Representatives
- N. Request for Approval of the Principal Fellowship Agreement between ECISD and Texas Tech University
- O. Request for Approval to Enter Into Interlocal Agreements between Various Purchasing Cooperatives (COOPS) and Ector County ISD

Motion unanimously approved.

## Report/Discussion Items

**25976** **Discussion of STAAR/EOC Data**: Superintendent of Schools Dr. Scott Muri presented this item for discussion. Trustees received a report on STAAR and End of Course exam results. Superintendent Dr. Muri presented a look at grade level results compared to last year's scores. In 3<sup>rd</sup> grade, 4<sup>th</sup> grade and 5<sup>th</sup> grade Math scores improved in 8 of 9 areas (each grade level is measured in three ways: Approaches, Meets and Masters), with a high of a ten-point increase. In 3<sup>rd</sup> grade, 4<sup>th</sup> grade, and 5<sup>th</sup> grade Reading Language Arts (RLA) improved in all 9 areas, a couple of them by as much as 17 and 18 points.

Fifth-grade and 8<sup>th</sup> grade Science increased in all measures. Sixth-grade, 7<sup>th</sup> grade and 8<sup>th</sup> grade math saw double-digit gains in many areas and as much as a 16-point increase with 8 of 9 increasing. Middle school Reading Language Arts went up in all nine areas with solid gains of 14 and 16 points. Overall, middle school results were strong.

Eighth-grade social studies decreased by a couple of points. Several high school scores did not show the same growth – English I was down two points, English II down one point and US History showed the same results. However, Algebra I and Biology increased in all three measures.

Dr. Muri closed the presentation with his “exclamation point”, showing that scores for middle school Reading Language Arts have recovered, and even surpassed, the results shown in 2019 before the pandemic began. He told Trustees he is exceptionally proud of the district's 4,200 employees who made this improvement happen. He said teachers and principals are exhausted from their efforts, and he called the students ‘resilient’. He added this is the result of an enormous amount of intentional, targeted work, that it did not happen by accident.

**25977** **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 employee of the District or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the hiring of the principal at Barbara Jordan Elementary) and (The Board of Trustees will deliberate the Appointment of a Citizen to Fill Board of Trustee Single Member District-Position 7). 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.]:**

Board President Dr. Steve Brown convened the Board of Trustees to closed session at 7:41 p.m.

Board President Dr. Steve Brown reconvened the Board of Trustees to open session at 8:04 p.m.

**25978** **Discussion of and Request for Approval of Personnel Recommendation for Barbara Jordan Elementary Principal:** Moved by Abalos, seconded by Stanley to hire William Iker as Principal of Barbara Jordan Elementary School as presented

Motion unanimously approved.

**25979** **Possible Action to Appoint a Citizen to Fill Board of Trustee Single Member District-Position 7:** Moved by Gregg, seconded by Stanley to appoint Dennis Jones to fill Board of Trustee Single Member District – Position 7 as presented.

Motion unanimously approved.

**25980** **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchasing Report and Routine Personnel Report.

**25981** **Closing Remarks by Superintendent:** There were no closing remarks.

**25982** **Adjournment:** Dr. Steve Brown Board President, adjourned the Board meeting at 8:31 p.m.

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**Board President**  
*Dr. Steve Brown*

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**Board Secretary**  
*Christopher Stanley*



## **REQUEST FOR APPROVAL OF BILLS FOR PAYMENT**

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

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

For the period 06/09/2022 to 08/10/2022

ANALYSIS RECAPITULATION	AMOUNT
<b>Operating Fund:</b>	\$ <u>26,475,646.52</u>

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

**ECTOR COUNTY ISD  
CHECK REGISTER  
06/09/2022 - 08/10/2022**

<b>DATE</b>	<b>PAYEE</b>	<b>AMOUNT</b>
6/15	AMERIPRIDE SERVICES INC.	\$ 438.31
6/15	ANCHOR BOLT & SUPPLY	10.19
6/15	BASIN BLOCK & SUPPLY	1,512.50
6/15	B-LINE FILTER & SUPPLY INC	2,015.82
6/15	BUCK'S WHEEL & EQUIPMENT COMPANY	533.36
6/15	FLAGHOUSE INC	130.67
6/15	GLOBAL EQUIP CO	899.89
6/15	GOPHER SPORT	1,107.50
6/15	J W PEPPER & SON INC	1,279.99
6/15	KELLY-MOORE PAINT	164.99
6/15	LAKESHORE LEARNING MATERIALS	14,600.58
6/15	MSC INDUSTRIAL SUPPLY CO.	190.32
6/15	AIM MEDIA TEXAS OPERATING LLC	1,106.00
6/15	ODESSA COLLEGE	1,633.48
6/15	O REILLY AUTO ENTERPRISES LLC	486.65
6/15	ORIENTAL TRADING COMPANY INC	1,692.65
6/15	POSITIVE PROMOTIONS	506.59
6/15	SIMS PLASTIC INC	126.85
6/15	TEACHER CREATED MATERIALS INC	15,591.18
6/15	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	1,695.00
6/15	TRANE U.S. INC.	187,142.21
6/15	WEST MUSIC CO	471.78
6/15	BROADWAY MOTORS INC	1,124.80
6/15	NAPA AUTO PARTS	460.08
6/15	SCARBOROUGH SPECIALTIES, INC	589.58
6/15	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	331.83
6/15	CONTROL SOLUTIONS	2,616.00
6/15	SCHOOL SPECIALTY LLC	14,396.70
6/15	SCHOOL SPECIALTY LLC	1,754.76
6/15	ODP BUSINESS SOLUTIONS LLC	10,178.37
6/15	SCHOOL MATE	1,325.20
6/15	SECURED DOCUMENT SHREDDING INC	16.56
6/22	4IMPRINT INC	2,449.55
6/22	ACADEMIC LEARNING COMPANY LLC	12,301.02
6/22	AMERIPRIDE SERVICES INC.	440.34
6/22	DEMCO INC	13,021.57
6/22	ETA HAND2MIND	318.60
6/22	GANDY INK	108.00
6/22	GOPHER SPORT	6,936.55
6/22	HENRY SCHEIN INC	166.45
6/22	J W PEPPER & SON INC	295.03
6/22	LAKESHORE LEARNING MATERIALS	38,014.81
6/22	LOU'S CLINICAL LAB INC	1,998.00
6/22	MARK'S PLUMBING PARTS	6,766.80
6/22	ODESSA COLLEGE	802.97
6/22	O REILLY AUTO ENTERPRISES LLC	633.58

6/22	POSITIVE PROMOTIONS	5,746.78
6/22	SCHOOL DATEBOOKS INC	7,160.37
6/22	SECURED DOCUMENT SHREDDING INC	1,208.88
6/22	SIMS PLASTIC INC	6,570.42
6/22	TEXAS COMPUTER EDUCATION ASSOCIATION	119.00
6/22	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	125.00
6/22	THE BOSWORTH LTD	16,350.96
6/22	WEST MUSIC CO	6.85
6/22	NAPA AUTO PARTS	185.67
6/22	SCARBOROUGH SPECIALTIES, INC	3,226.98
6/22	SHIFFLER EQUIPMENT SALES	3,284.40
6/22	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	2,100.78
6/22	SCHOOL SPECIALTY LLC	20,019.10
6/22	ODP BUSINESS SOLUTIONS LLC	634.95
6/29	4IMPRINT INC	6,347.93
6/29	B-LINE FILTER & SUPPLY INC	359.80
6/29	BUCK'S WHEEL & EQUIPMENT COMPANY	165.79
6/29	CAROLINA BIOLOGICAL SUPPLY CO	685.05
6/29	CMC BUSINESS SYSTEMS INC	549.83
6/29	DIAMOND BUSINESS SERVICES INC	4,397.60
6/29	ETA HAND2MIND	1,216.24
6/29	FIRETROL PROTECTION SYSTEMS INC	123,300.00
6/29	FLAGHOUSE INC	139.47
6/29	GOPHER SPORT	169.90
6/29	GRAPHIC SOLUTIONS GROUP	1,500.00
6/29	NO TEARS LEARNING INC.	39,703.33
6/29	HENRY SCHEIN INC	1,588.50
6/29	HYDROTEX PARTNERS LTD	15,412.20
6/29	J W PEPPER & SON INC	106.88
6/29	LAKESHORE LEARNING MATERIALS	21,541.75
6/29	MARK'S PLUMBING PARTS	230.13
6/29	MIDLAND SAFETY & HEALTH SALES	17.50
6/29	O REILLY AUTO ENTERPRISES LLC	1,028.11
6/29	PERMA-BOUND BOOKS	4,116.90
6/29	POSITIVE PROMOTIONS	3,138.62
6/29	PROJECT LEAD THE WAY INC	5,443.00
6/29	REALLY GOOD STUFF LLC	11,245.29
6/29	SCHOLASTIC BOOK CLUB	1,151.18
6/29	SCHOLASTIC INC	7,693.42
6/29	SIMS PLASTIC INC	428.79
6/29	PARK PLACE PULBICATION LP	220.00
6/29	THE BOSWORTH LTD	239,335.58
6/29	TRANE U.S. INC.	11,083.16
6/29	WEST MUSIC CO	309.64
6/29	BROADWAY MOTORS INC	3,101.40
6/29	FOLLETT SCHOOL SOLUTIONS INC	436.48
6/29	NAPA AUTO PARTS	3,929.39
6/29	BARNES & NOBLE BOOKSELLERS	2,373.19
6/29	BARNES & NOBLE INC.	306.55
6/29	SCARBOROUGH SPECIALTIES, INC	6,447.32
6/29	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	433.59

6/29	SCHOOL SPECIALTY LLC	1,675.28
6/29	ODP BUSINESS SOLUTIONS LLC	6,281.77
7/11	ACCUTRAIN CORPORATION	725.00
7/13	ABSOLUTE FIRE PROTECTION INC	3,802.25
7/13	BAUDVILLE INC	587.42
7/13	BUCK'S WHEEL & EQUIPMENT COMPANY	483.30
7/13	CAROLINA BIOLOGICAL SUPPLY CO	87.15
7/13	CMC BUSINESS SYSTEMS INC	625.00
7/13	AUTOMATIC ICE MACHINE	599.62
7/13	DEMCO INC	1,249.36
7/13	DIAMOND BUSINESS SERVICES INC	12,525.16
7/13	HYDROTEX PARTNERS LTD	5,446.15
7/13	IMP/INTERNATIONAL MEETING PLANNERS	125.00
7/13	J W PEPPER & SON INC	1,237.05
7/13	KELLY-MOORE PAINT	329.98
7/13	LAKESHORE LEARNING MATERIALS	147,778.05
7/13	LOU'S CLINICAL LAB INC	60.00
7/13	LYNX SYSTEM DEVELOPERS INC	880.00
7/13	MIDLAND SAFETY & HEALTH SALES	2,118.50
7/13	AIM MEDIA TEXAS OPERATING LLC	2,039.63
7/13	ODESSA COLLEGE	75.00
7/13	ODESSA WINLECTRIC	13,327.50
7/13	O REILLY AUTO ENTERPRISES LLC	550.77
7/13	PERMA-BOUND BOOKS	22,240.99
7/13	REGION 13 EDUCATION SERVICE CENTER	2,793.00
7/13	SCHOLASTIC BOOK CLUB	6,565.25
7/13	SECURED DOCUMENT SHREDDING INC	1,948.46
7/13	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	135.00
7/13	TRANE U.S. INC.	9,314.48
7/13	ULINE INC.	1,847.09
7/13	GALLS, LLC	310.71
7/13	NAPA AUTO PARTS	1,330.01
7/13	BARNES & NOBLE BOOKSELLERS	6,426.00
7/13	SCARBOROUGH SPECIALTIES, INC	3,933.14
7/13	SIEMENS INDUSTRY, INC	3,646.41
7/13	SPORTS IMPORTS INC.	3,884.95
7/13	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	12,578.77
7/13	BUCK'S WHEEL & EQUIPMENT COMPANY	488.48
7/13	CENTERS FOR CHILDREN & FAMILIES	2,250.00
7/13	KELLY-MOORE PAINT	164.99
7/13	O REILLY AUTO ENTERPRISES LLC	52.99
7/13	SIMS PLASTIC INC	5,127.65
7/13	NAPA AUTO PARTS	398.97
7/20	AMERIPRIDE SERVICES INC.	466.39
7/20	AUTOMATIC ICE MACHINE	214.00
7/20	HENRY SCHEIN INC	28.12
7/20	LAKESHORE LEARNING MATERIALS	1,594.10
7/20	LEGO BRAND RETAIL	2,935.55
7/20	LOU'S CLINICAL LAB INC	2,790.00
7/20	REGION 13 EDUCATION SERVICE CENTER	100.00
7/20	SECURED DOCUMENT SHREDDING INC 183	397.44

7/20	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	612.26
7/20	SCHOOL SPECIALTY LLC	1,865.70
7/20	AMERIPRIDE SERVICES INC.	444.25
7/20	B-LINE FILTER & SUPPLY INC	3,399.84
7/20	BUCK'S WHEEL & EQUIPMENT COMPANY	53.73
7/20	MANSON WESTERN LLC	148.50
7/20	MIDLAND SAFETY & HEALTH SALES	7,862.00
7/20	MSC INDUSTRIAL SUPPLY CO.	61.16
7/20	AIM MEDIA TEXAS OPERATING LLC	83.88
7/20	O REILLY AUTO ENTERPRISES LLC	1,184.45
7/20	SIMS PLASTIC INC	536.25
7/20	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	135.00
7/20	BROADWAY MOTORS INC	244.28
7/20	NAPA AUTO PARTS	2,172.46
7/20	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	647.22
7/20	ODP BUSINESS SOLUTIONS LLC	1,211.44
7/27	CAFE VENTURE COMPANY	65.64
7/27	CONSOLIDATED ELECTRICAL DISTRIBUTORS	7,144.02
7/27	DIAMOND BUSINESS SERVICES INC	2,787.20
7/27	PRYOR LEARNING SOLUTIONS INC.	99.00
7/27	HEINEMANN	9,505.07
7/27	HENRY SCHEIN INC	243.95
7/27	J W PEPPER & SON INC	26.94
7/27	LEGO BRAND RETAIL	22,065.70
7/27	NIMCO INC	271.51
7/27	AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS INC	15,000.00
7/27	SCHOLASTIC BOOK CLUB	6,728.35
7/27	TEXAS ART EDUCATION ASSOCIATION (TAEA)	1,290.00
7/27	MULTICARE PLUS	5,025.00
7/27	DESTINATION IMAGINATION, INC.	40.00
7/27	AMERICAN SALES AND SERVICE INC	1,040.00
7/27	AMERIPRIDE SERVICES INC.	479.46
7/27	ANCHOR BOLT & SUPPLY	19.79
7/27	B-LINE FILTER & SUPPLY INC	724.48
7/27	BUCK'S WHEEL & EQUIPMENT COMPANY	2,028.35
7/27	CRISIS PREVENTION INSTITUTE	200.00
7/27	EDITORIAL PROJECTS IN EDUCATION INC	97.00
7/27	GANDY INK	1,745.73
7/27	HENRY SCHEIN INC	61.22
7/27	J W PEPPER & SON INC	752.50
7/27	LRP PUBLICATIONS	339.50
7/27	MELTWATER NEWS US INC.	8,170.00
7/27	MIDLAND SAFETY & HEALTH SALES	1,161.50
7/27	MORRISON SUPPLY CO	9,273.04
7/27	O REILLY AUTO ENTERPRISES LLC	2,574.43
7/27	PROJECT LEAD THE WAY INC	15,300.00
7/27	SCHOLASTIC BOOK FAIRS	1,885.48
7/27	SCHOOL DATEBOOKS INC	19,740.00
7/27	SIMS PLASTIC INC	250.79
7/27	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	270.00
7/27	PARK PLACE PULBICATION LP	180.00

7/27	THE BOSWORTH LTD	5,363.20
7/27	BROADWAY MOTORS INC	125.70
7/27	NAPA AUTO PARTS	1,464.50
7/27	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	166.36
7/27	SCHOOL SPECIALTY LLC	570.82
8/3	FLINN SCIENTIFIC INC	1,728.00
8/3	LEGO BRAND RETAIL	33,765.40
8/3	AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS INC	5,000.00
8/3	ALL ABOUT HEARING	550.00
8/3	AMERIPRIDE SERVICES INC.	439.33
8/3	BUCK'S WHEEL & EQUIPMENT COMPANY	535.08
8/3	CENTERS FOR CHILDREN & FAMILIES	2,250.00
8/3	CMC BUSINESS SYSTEMS INC	9,598.61
8/3	CRISIS PREVENTION INSTITUTE	1,399.00
8/3	GANDY INK	1,287.40
8/3	NO TEARS LEARNING INC.	3,085.50
8/3	J W PEPPER & SON INC	1,473.74
8/3	LAKESHORE LEARNING MATERIALS	776.07
8/3	MIDLAND SAFETY & HEALTH SALES	5,803.00
8/3	MSC INDUSTRIAL SUPPLY CO.	6,898.02
8/3	ODESSA COLLEGE	100.00
8/3	ODESSA WINLECTRIC	7,613.07
8/3	O REILLY AUTO ENTERPRISES LLC	1,833.35
8/3	ORIENTAL TRADING COMPANY INC	122.91
8/3	RENAISSANCE LEARNING INC	3,125.00
8/3	SCHOOL NURSE SUPPLY INC	691.57
8/3	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	135.00
8/3	THE BOSWORTH LTD	1,014.00
8/3	TRANE U.S. INC.	1,357.56
8/3	WOLFCOM ENTERPRISES	2,539.00
8/3	WOODBURN PRESS	1,360.32
8/3	BROADWAY MOTORS INC	225.54
8/3	NAPA AUTO PARTS	422.04
8/3	SCARBOROUGH SPECIALTIES, INC	7,642.70
8/3	SCHOOL SPECIALTY LLC	156.31
8/3	SCHOOL SPECIALTY LLC	519.37
8/10	ASCD	169.00
8/10	AVID CENTER	12,325.00
8/10	BSN SPORTS, INC DBA US GAMES	36,743.22
8/10	CONSORTIUM FOR SCHOOL NETWORKING (COSN)	1,300.00
8/10	J W PEPPER & SON INC	2,481.99
8/10	LEARNING RESOURCES	243.90
8/10	FAMILY LEADERSHIP INC	480.00
8/10	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	367.77
8/10	BUCK'S WHEEL & EQUIPMENT COMPANY	234.70
8/10	CMC BUSINESS SYSTEMS INC	1,475.90
8/10	CONSOLIDATED ELECTRICAL DISTRIBUTORS	342.87
8/10	CONSOLIDATED ELECTRICAL DISTRIBUTORS	314.53
8/10	GANDY INK	3,333.49
8/10	MARK'S PLUMBING PARTS	791.80
8/10	MORRISON SUPPLY CO	154.44

8/10	MSC INDUSTRIAL SUPPLY CO.	121.00
8/10	ODESSA COLLEGE	5,220.00
8/10	ODESSA WINLECTRIC	132.81
8/10	O REILLY AUTO ENTERPRISES LLC	2,334.81
8/10	PROJECT LEAD THE WAY INC	1,265.00
8/10	RENAISSANCE LEARNING INC	3,837.00
8/10	SCHOOL NURSE SUPPLY INC	1,583.80
8/10	SECURED DOCUMENT SHREDDING INC	238.00
8/10	SHAR PRODUCTS CO	247.00
8/10	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	280.00
8/10	PARK PLACE PULBICATION LP	1,850.00
8/10	THE BOSWORTH LTD	12,073.45
8/10	TRANE U.S. INC.	6,492.60
8/10	ULINE INC.	574.40
8/10	NAPA AUTO PARTS	741.76
8/10	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	433.37
6/15	ABEL AVILA	697.02
6/15	ADELINDA RAMOS BENAVIDES	1,072.92
6/15	AIDE EMILIANO	36.74
6/15	ALMA D GUERRERO	1,200.00
6/15	ALMA MUNOZ	608.98
6/15	ALYSSA LIWAG	357.00
6/15	AMANDA CASTELLANOS	370.00
6/15	AMANDA WEBBER	1,509.66
6/15	AMAZON CAPITAL SERVICES	1,002.37
6/15	AMELIA C SANCHEZ	1,064.00
6/15	ANH NGUYEN	608.98
6/15	ANTHONY SCOTT	107.87
6/15	APPLE, INC	5,394.00
6/15	ASHLEY SELLERS	237.00
6/15	ATHLETIC SUPPLY INC	38,689.00
6/15	ATMOS ENERGY	28,168.46
6/15	BECKY RAMIREZ	82.49
6/15	BELINDA NAVARETTE	1,308.85
6/15	BEST CHOICE RESTAURANTS LLC	282.15
6/15	BIMBO BAKERIES USA	149.40
6/15	BLANCA LUJAN	131.26
6/15	BLUE STAR BUS SALES LTD	82.24
6/15	BRAKES AND WHEELS INC.	1,533.00
6/15	BRANDI FISCHER	1,217.27
6/15	BRIA MAXEY	1,049.00
6/15	BRIANNA NORRIS	374.00
6/15	BRITTANY SWAIM	51.13
6/15	BRUNSON FAMILY BBQ	1,319.35
6/15	SPARKLIGHT	215.24
6/15	CASIE GRANADO	761.07
6/15	CDW-G	45,772.83
6/15	CHAD CROWSON	4,402.09
6/15	CHERRY TRSTENJAK	1,049.00
6/15	CHERYL CUNNINGHAM	1,149.64
6/15	CHERYL CUNNINGHAM	1,319.36

6/15	CHRISTI HANSEN	23.34
6/15	CHRISTOPHER BARTLETT	608.98
6/15	CINDY CORRALES	1,121.00
6/15	CLAUDIA ARVIZU RUIZ	1,072.92
6/15	THE COLLEGE BOARD	116,251.00
6/15	CRISELDA ESPINOZA	1,308.85
6/15	CROSSROADS FELLOWSHIP GLOBAL, INC.	3,025.00
6/15	CRYSTAL MARQUEZ	309.00
6/15	CUSTOM WHOLESALE SUPPLY INC	377.44
6/15	DALE'S ALIGNMENT & BRAKE SERVICE INC	220.00
6/15	DANIELA FERNANDEZ	675.96
6/15	DEANNA MCBRIDE	79.56
6/15	DEBORAH MARRERO	1,121.00
6/15	DENISE DELOERA	1,072.92
6/15	DESTINY RAMIREZ	1,064.00
6/15	DIANE HARLAN	48.32
6/15	DOMINIQUE AVILA	1,010.00
6/15	DOMINO'S PIZZA	279.89
6/15	DORA HINOJOS	41.83
6/15	DR. ZELAYA EDUCATIONAL CONSULTING LLC	3,748.75
6/15	ELISHA M VEGA	237.00
6/15	ELIZABETH AVILA	335.00
6/15	ELIZABETH MCNABB	1,072.92
6/15	ELLEN SMITH	43.88
6/15	ELLEN SMITH	237.00
6/15	ERIN CAMPOS-BUENO	288.00
6/15	RANDAL D GLENN	21,087.00
6/15	FALLON MCLANE	1,287.00
6/15	FERGUSON FACILITIES SUPPLY	1,332.07
6/15	FLOR PENA	1,172.92
6/15	FLORIDA LEAGUE OF IB SCHOOLS (FLIBS)	975.00
6/15	FRANCISCA VARELA	374.00
6/15	PETTY CASH	640.40
6/15	G H DAIRY	6,351.77
6/15	GENA ALVARADO	1,855.59
6/15	GRAINGER	7,105.61
6/15	GRETCHEN BERNABEI	9,000.00
6/15	HARVARD ASSOCIATES	69,654.69
6/15	HOLLY POWELL	1,167.99
6/15	HOME DEPOT USA INC - STORE #562	452.90
6/15	HUMBERTO HERNANDEZ JR	425.00
6/15	ISABEL CARDONA	462.00
6/15	JACQUELINE FRANCO	85.35
6/15	JAIME MILLER	79.00
6/15	JAMES NORTON	1,049.00
6/15	JANA AVERY	54.17
6/15	JANET JUAREZ	309.00
6/15	JEANETTE CHAVEZ	1,121.00
6/15	JENNIFER VALENCIA	608.00
6/15	JENNIFER WIMBERLEY	52.83
6/15	JESSICA CRAVENS	1,064.00

6/15	JESSICA DOMINGUEZ	348.00
6/15	JLG PR CONSULTING LLC	4,800.00
6/15	JOANNA EVETTE MUNIZ	370.00
6/15	JOLYNN VARELA	22.46
6/15	JOSE H. RUEDAS	1,600.00
6/15	JULIE LOERA	870.96
6/15	KELLIE WILKS	747.50
6/15	KENDRA SALGADO	1,047.00
6/15	KRISTA BRADDOCK	60.43
6/15	KRISTI VIVIAN	483.00
6/15	KRISTIN MEDINA	2,236.22
6/15	KYRSTAN NALL	298.69
6/15	L WALLACE CONSTRUCTION CO INC	19,145.35
6/15	L WALLACE CONSTRUCTION CO INC	220,836.05
6/15	LABATT FOOD SERVICE	31,956.78
6/15	LAURA RAMIREZ	1,049.00
6/15	LAUREN TAVAREZ	348.00
6/15	LETICIA CRUZ	1,049.00
6/15	LILIA NANEZ	141.00
6/15	LOVING GUIDANCE INC	3,549.00
6/15	LOVING GUIDANCE INC	549.00
6/15	LVR COMMERCIAL FLOORING	26,635.70
6/15	MANDY HINOJOS	348.00
6/15	MANUELA ESCAJEDA	180.83
6/15	MARCIA TOMBOSKY	964.50
6/15	MARGARITA BROOKER	37.50
6/15	MARIBEL ARANDA	1,049.00
6/15	MARK BENNETT	1,964.37
6/15	MARK BENNETT	537.50
6/15	MARK BENNETT	3,700.00
6/15	MARK CRISSINGER	964.50
6/15	MAYLENE M CONTRERAS	1,064.00
6/15	MEGAN SNYDER	47.39
6/15	MICHELLE MADRID	78.92
6/15	MICHELLE MADRID	1,509.66
6/15	MITCH DAVIS	608.98
6/15	MONICA PINSON	47.39
6/15	N-TUNE MUSIC & SOUND INC	326.00
6/15	NANCY GARCIA	1,283.12
6/15	NATALIE ROBERSON	675.96
6/15	NEW TECHNOLOGY NETWORK, LLC	6,200.00
6/15	NOEMI CHAVEZ	35.98
6/15	NORA GONZALEZ	1,172.92
6/15	SWECO INC	33,777.05
6/15	SEWCO INC	7,384.65
6/15	SEWCO INC	412.34
6/15	OPAL BOOZ & ASSOC	4,682.95
6/15	PENSKE COMMERCIAL VEHICLES US LLC	618.40
6/15	PIRAINO CONSULTING, INC	15,528.64
6/15	PRISCILLA HERNANDEZ	335.00
6/15	PROFESSIONAL TUTORS OF AMERICA INC	6,840.00

6/15	REBECCA J NORRIS	1,049.00
6/15	REBECCA WRIGHT	374.00
6/15	REGINA CHABARRIA	1,217.27
6/15	RICHARD ORTEGA	1,800.00
6/15	ROSA M DOMINGUEZ	42.47
6/15	ROSE VALDERAZ	53.82
6/15	ROSELL D CAUFIELD	2,600.00
6/15	SAM'S CLUB DIRECT	6,493.69
6/15	SAM'S CLUB DIRECT	2,805.30
6/15	SAMANTHA HUTSON	307.00
6/15	SARAH BURTON	1,103.92
6/15	SARAH SUMMERSGILL	463.40
6/15	SCOTT MURI	1,034.87
6/15	SEPHARINE BUGAYONG	1,308.85
6/15	SEWELL FORD INC	107.65
6/15	SHANNON BEARD	309.00
6/15	SHERWIN WILLIAMS	606.34
6/15	ODESSA SIGN SOLUTION LLC	20.00
6/15	SONDRA JUNGINGER	996.20
6/15	STEPHANIE VILLAVICENCIO GARCIA	58.21
6/15	STEPHANIE VILLAVICENCIO GARCIA	89.39
6/15	STEPHANIE MARIN	348.00
6/15	STEPHEN FROHNHOFER	100.27
6/15	STEWART & STEVENSON LLC	20.32
6/15	STONE TOWER GRAFIX	7,294.30
6/15	SYLVIA CARRASCO	1,172.92
6/15	SYLVIA MACIAS	302.70
6/15	TAMARA SMITH-HUMPHRIES	1,049.00
6/15	TEXAS ASSOCIATION OF SCHOOL	790.00
6/15	TATE CRISWELL	268.56
6/15	TEXAS BOOK COMPANY	499.96
6/15	TEXAS CHRISTIAN UNIVERSITY	600.00
6/15	THE RON CLARK ACADEMY	3,095.00
6/15	TRANS GLOBAL PRODUCTIONS INC	5,000.00
6/15	TRIPLE TREATS ODESSA INC	220.00
6/15	UNITED PARCEL SERVICE INC	37.26
6/15	UNITED SUPERMARKET LLC	912.68
6/15	UNIVERSE TECHNICAL TRANSLATION INC	98.98
6/15	THE UNIVERSITY OF TEXAS AT AUSTIN	140.00
6/15	URBAN SCHOOLS HUMAN CAPITAL ACADEMY	13,500.00
6/15	VALERIE HELITON	127.28
6/15	VALERIE RIVERA	445.00
6/15	VALERIE RIVERA	1,221.00
6/15	VALERIE STILES	374.00
6/15	VANESSA SMITH BROWER	969.78
6/15	VERIZON WIRELESS SERVICES LLC	443.08
6/15	VICTORIA NORENA	53.12
6/15	IMPERIAL BAG & PAPER LLC	778.20
6/15	WATSON TRUCK & SUPPLY	1,548.62
6/15	WAYFAIR INC	870.36
6/15	WILLIAMS PAVING & EXCAVATION. INC <sup>189</sup>	3,500.00

6/15	WILLIAMS PAVING & EXCAVATION. INC	28,430.00
6/15	XEROX CORPORATION	37,188.31
6/15	YVETTE ABILA	1,221.00
6/15	ZSPACE INC	145.00
6/15	AMAZON CAPITAL SERVICES	807.49
6/15	GARDENDALE WATER CO	84.00
6/15	IMAGES INK	434.00
6/15	INK LION DESIGNS, LLC	3,081.40
6/15	PRISCILLA DEL RIO	399.00
6/15	SUNBELT JUMPER RENTAL	1,635.00
6/15	TAYLOR PUBLISHING COMPANY	8,534.29
6/15	TOP OF TEXAS PHOTOGRAPHY INC	3,998.50
6/15	WEST TEXAS EDUCATORS	2,649.50
6/22	1ST CHOICE RESTAURANT EQUIPMENT & SUPPLY	172,851.39
6/22	4MATIV TECHNOLOGIES INC	10,000.00
6/22	AGIREPAIR INC	14,000.00
6/22	ALEXANDER RIVAS	12,439.45
6/22	ALISHA SLIDER	74.35
6/22	ALLIANCE RECOVERY LLC	265.00
6/22	AMAZON.COM LLC	213.94
6/22	AMAZON CAPITAL SERVICES	67,322.36
6/22	AMERICAN EXPRESS	7,687.50
6/22	ANDRES SERRANO	196.87
6/22	APPLE, INC	23,554.00
6/22	ASSOCIATES OF SUMMERTREE L.P.	2,652.50
6/22	AT&T	9,199.36
6/22	AT&T	7,734.95
6/22	ATHLETIC SUPPLY INC	42,397.00
6/22	BAILEY HANEY	62.24
6/22	BALDWIN ELECTRONICS	3,788.11
6/22	BEST CHOICE COFFEE SERVICES LLC	128.80
6/22	BIANCA SANCHEZ	62.24
6/22	BIMBO BAKERIES USA	302.94
6/22	BLUE STAR BUS SALES LTD	773,110.00
6/22	BRIDGETTE CASAS	1,982.26
6/22	BRUNSON FAMILY BBQ	1,519.25
6/22	BYRNE BROS FOODS INC	4,065.00
6/22	SPARKLIGHT	3,198.00
6/22	CAVALLO ENERGY TEXAS LLC	144,053.87
6/22	CAVALLO ENERGY TEXAS LLC	191,521.22
6/22	CARDIO PARTNERS INC	6,000.00
6/22	CDW-G	429,687.03
6/22	CHARLES AND LEZIEE CHURCHFIELD	13,744.64
6/22	RUSSELL DUNN	606.38
6/22	COFIROUTE CORPORATIO	6.24
6/22	COLLABORATIVE FOR ACADEMIC, SOCIAL, AND EMOTIONAL	24,750.00
6/22	CREATIVE LANGUAGE CLASS LLC	166.00
6/22	CULLIGAN WATER CONDITIONING OF WEST TEXAS	470.75
6/22	CUSTOM WHOLESALE SUPPLY INC	1,791.85
6/22	CYNTHIA SUE BISHOP	6,100.00
6/22	D&D RETAIL LP	4,270.00

6/22	DALE'S ALIGNMENT & BRAKE SERVICE INC	1,075.30
6/22	DS WATERS OF AMERICA INC	110.42
6/22	ECTOR COUNTY UTILITY DISTRICT	22,812.05
6/22	EDUPHORIA INCORPORATED	11,995.00
6/22	ELIZABETH ANN FLORES	196.87
6/22	ESTRELLITA INC.	31,943.95
6/22	RANDAL D GLENN	4,000.00
6/22	RANDAL D GLENN	900.00
6/22	RANDAL D GLENN	3,450.00
6/22	FERGUSON FACILITIES SUPPLY	11,367.04
6/22	FERGUSON FACILITIES SUPPLY	3,744.72
6/22	FERGUSON FACILITIES SUPPLY	1,003.98
6/22	G FORCE ELECTRICAL SERVICES	15,630.00
6/22	G H DAIRY	2,991.55
6/22	GRAINGER	11,102.59
6/22	GRISELDA FLORES	2,139.58
6/22	HIGH PLAINS OF ODESSA ASSOCIATES L.P.	9,976.42
6/22	HOPE KING TEACHING RESOURCES INC	3,510.00
6/22	HUBERT COMPANY, LLC	2,261.15
6/22	HUMANEX VENTURES	35,820.00
6/22	HUMBERTO HERNANDEZ JR	2,213.02
6/22	IMAGES INK	427.50
6/22	JOHN'S SALES & SERVICE	2,470.08
6/22	JOHNNY SALDIVAR	15.79
6/22	JONN SIBLEY	112.32
6/22	JOSE BENAVIDES	325.00
6/22	KAGAN PUBLISHING AND PROFESSIONAL DEVELOPMENT	4,249.00
6/22	KRISTIN WHITTENBURG	1,391.75
6/22	LABATT FOOD SERVICE	28,944.03
6/22	LATHAM PRINTING CO	80.00
6/22	LAWNMOWER SALES AND SERVICE, INC	15.18
6/22	LENNOX INDUSTRIES INC	1,144.01
6/22	PHAROS HOLDINGS LLC	2,650.00
6/22	NATIONAL ACADEMY OF TELEVISION ARTS AND SCIENCES	960.00
6/22	LUZ MELENDEZ	44.11
6/22	LVR COMMERICAL FLOORING	28,400.08
6/22	LVR COMMERICAL FLOORING	2,874.60
6/22	LVR COMMERICAL FLOORING	6,581.10
6/22	MARK HARRIS HJ INC	449.36
6/22	MICHELLE HERNANDEZ	309.00
6/22	MIGHTY WASH OPERATIONS LLC	800.00
6/22	MISTY STEWART	37.44
6/22	MONROE ROOFING, INC.	46,200.00
6/22	MONROE ROOFING, INC.	28,050.00
6/22	MONTESSORI SERVICES	545.23
6/22	MV GATE INC	25,000.00
6/22	N J MALIN & ASSOCIATES LLC	83.67
6/22	N-TUNE MUSIC & SOUND INC	1,383.00
6/22	NIMBUS DRINKING WATER SYSTEMS	75.00
6/22	NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS	240.00
6/22	ODESSA FAIRGREEN ASSOCIATES	3,779.90

6/22	ODESSA KINGS CROSSING ASSOCIATES L.P.	4,985.50
6/22	SWECO INC	46,058.44
6/22	SEWCO INC	895.94
6/22	OHS GRAPHIC DESIGN	192.00
6/22	ALMA CASAS	200.00
6/22	AMY GARCIA	27.75
6/22	MARGARITA ACOSTA	6.30
6/22	PERLA OLIVAS	21.30
6/22	OVERDRIVE INC	9,127.80
6/22	PARKS BELL RANCH APARTMENTS II LLC	18,434.70
6/22	PATRICIA HOLGUIN	61.96
6/22	PATRICIA V LOPEZ	57.15
6/22	JIMMIE DO GAYLOR	311.31
6/22	PETROLEUM TRADERS CORPORATION	24,643.04
6/22	POSTMASTER	1,712.00
6/22	QUADIENT LEASING USA, INC.	13,258.20
6/22	RAMON RIVERA	764.87
6/22	RAQUEL L RODRIQUEZ	62.00
6/22	REBECCA RHODES	370.00
6/22	REYES A. HERNANDEZ	370.00
6/22	SAM'S CLUB DIRECT	179.90
6/22	SANDRA KERR	374.00
6/22	SANDRA MERCURI	45,000.00
6/22	SARA SMITH	350.00
6/22	SOUTH PLAINS IMPLEMENT LTD	664.88
6/22	SOUTHERN TIRE MART LLC	333.94
6/22	TEXAS ASSOCIATION OF SCHOOL	275.00
6/22	TASB, INC	225.00
6/22	TEXAS TECH HEALTH SCIENCES CTR	3,625.00
6/22	TEXAS TECH UNIVERSITY	15,830.00
6/22	TEXAS TECH PUBLIC MEDIA	80.00
6/22	THE ELMS OF MIDLAND ASSOCIATES, L.P.	913.50
6/22	THE HON COMPANY LLC C/O OFFICEWISE	5,064.82
6/22	THE RON CLARK ACADEMY	5,970.00
6/22	TPR EDUCATION LLC/THE PRINCETON REVIEW	24,000.00
6/22	UNIVERSE TECHNICAL TRANSLATION INC	140.00
6/22	VERIZON WIRELESS SERVICES LLC	2,992.54
6/22	W. DEAN WEIDNER	15,945.50
6/22	W. DEAN WEIDNER	4,410.45
6/22	W. DEAN WEIDNER	22,979.55
6/22	W. DEAN WEIDNER	1,237.50
6/22	IMPERIAL BAG & PAPER LLC	1,319.75
6/22	WALTER DEAN WEIDNER GENERATION SKIPPING TRUST	4,839.50
6/22	WEST TEXAS FILTERS INC	9,491.41
6/22	WILLIAM V MACGILL & CO	930.60
6/22	WILLIS PERMIAN MOVERS	10,933.44
6/22	XEROX CORPORATION	32,189.08
6/22	YVONNE TARANGO	1,049.00
6/22	ZSPACE INC	6,000.00
6/27	CONSERVE	277.74
6/27	IDAHO CHILD SUPPORT RECEIPTING	278.00

6/27	KEITH A RODRIGUEZ	250.00
6/27	NEW MEXICO CHILD SUPPORT	300.00
6/27	NEW MEXICO CHILD SUPPORT	659.00
6/27	WEST TEXAS EDUCATORS	263,189.00
6/29	304 HOTEL OPERATING, LLC	1,882.56
6/29	ACT DALLAS LLC	406.00
6/29	ALAN WILLIAMS	3,351.04
6/29	ALAN WILLIAMS	152.00
6/29	ALAN WILLIAMS	255.50
6/29	AMAZON.COM LLC	283.29
6/29	AMAZON CAPITAL SERVICES	117,966.75
6/29	AMAZON CAPITAL SERVICES	426.01
6/29	AMERICAN FAMILY LIFE & CANCER	164.46
6/29	AMERICAN FAMILY LIFE & CANCER	12.00
6/29	ANGELA AREBALOS	950.51
6/29	ANGELA LOVE	950.51
6/29	ANNETTE MACIAS	331.22
6/29	ANNIE NELSON	1,379.57
6/29	ANTHONY JOEL SOROLA	500.67
6/29	APPLE, INC	328,371.00
6/29	ASSOCIATION OF TEXAS	2,478.91
6/29	ATHLETIC SUPPLY INC	986.00
6/29	ATKINS HOLLMAN JONES PEACOCK	33,910.65
6/29	ATKINS HOLLMAN JONES PEACOCK	7,465.60
6/29	AUDIO ACOUSTICS HEARING CENTERS	220.00
6/29	BATTERSHELL VETERINARY SERVICES	70.00
6/29	BECKY QUIROZ	77.81
6/29	BERKSHIRE PRODUCTION SUPPLY LLC	15,844.22
6/29	BEST CHOICE RESTAURANTS LLC	360.57
6/29	BEST CHOICE COFFEE SERVICES LLC	39.86
6/29	BETHANY GRISHAM	16.56
6/29	BICKERSTAFF HEATH DELGADO ACOSTA LLP	13,437.00
6/29	BIMBO BAKERIES USA	113.40
6/29	DICK BLICK COMPANY	1,177.66
6/29	BLUE DAISY CONSULTING LLC	6,000.00
6/29	BOND LOGISTIX LLC	1,500.00
6/29	BRANDI FISCHER	221.00
6/29	BRUNSON FAMILY BBQ	879.60
6/29	SPARKLIGHT	1,737.93
6/29	CARDIO PARTNERS INC	17,354.28
6/29	CARMAN BUSTAMANTE	1,459.33
6/29	CASSANDRA SANDOVAL	219.00
6/29	CDW-G	170,850.92
6/29	CDW-G	1,878.51
6/29	CEBEY LLC	25,217.72
6/29	CECILIA KELLAR	281.50
6/29	CECILIA KELLAR	313.00
6/29	CHELSEA REYES	1,251.14
6/29	NBCEC INC	1,858.95
6/29	CIRCLE P RANCH SUPPLY, INC	1,082.71
6/29	CODY DOMINGUEZ	144.00

6/29	COLLEGE BOARD INSTITUTIONS	36.00
6/29	CONSOLIDATED TRAFFIC CONTROLS	57,480.00
6/29	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
6/29	CRYSTAL VILLA	1,453.71
6/29	CULLIGAN WATER CONDITIONING OF WEST TEXAS	83.50
6/29	CURRICULUM ASSOCIATES LLC	2,068.00
6/29	CURRICULUM ASSOCIATES INC	702.00
6/29	CUSTOM WHOLESALE SUPPLY INC	399.99
6/29	DALE'S ALIGNMENT & BRAKE SERVICE INC	110.00
6/29	DANNY YEAGER	246.52
6/29	DAVID LAY	4,208.85
6/29	DELESA STYLES	1,092.21
6/29	DELESA STYLES	24.46
6/29	DOMINO'S PIZZA	171.99
6/29	ECISD EDUCATION FOUNDATION	682.00
6/29	ECISD EDUCATION FOUNDATION	450.68
6/29	ECTOR COUNTY ELECTIONS REVENUE	25,824.13
6/29	ED PRICE	324.50
6/29	ELSA COCKER	245.50
6/29	FERGUSON FACILITIES SUPPLY	1,923.08
6/29	FIELD DOTS LLC	10,632.50
6/29	FIRST CHRISTIAN CHURCH	100.00
6/29	FIRST FINANCIAL ADMINISTRATORS	34,148.34
6/29	FIRST FINANCIAL ADMINISTRATORS	26,623.33
6/29	FIRST FINANCIAL ADMINISTRATORS	90,375.20
6/29	FIRST FINANCIAL ADMINISTRATORS	3,550.00
6/29	FIRST FINANCIAL ADMINISTRATORS	225.00
6/29	FIRST FINANCIAL ADMINISTRATORS	225.00
6/29	FIRST FINANCIAL ADMINISTRATORS	6,116.00
6/29	FIRST FINANCIAL ADMINISTRATORS	416.66
6/29	FIRST FINANCIAL ADMINISTRATORS	1,705.12
6/29	FIRST FINANCIAL ADMINISTRATORS	14,579.11
6/29	FIRST FINANCIAL ADMINISTRATORS	10,482.70
6/29	FIRST FINANCIAL ADMINISTRATORS	7,384.30
6/29	FIRST FINANCIAL ADMINISTRATORS	4,267.96
6/29	FIRST FINANCIAL ADMINISTRATORS	3,157.61
6/29	FIRST FINANCIAL ADMINISTRATORS	88,260.57
6/29	FIRST FINANCIAL ADMINISTRATORS	2,896.63
6/29	FLORIDA LEAGUE OF IB SCHOOLS (FLIBS)	975.00
6/29	FOLDSCOPE INSTRUMENTS, INC.	262.82
6/29	FORDE-FERRIER EDUCATIONAL SERVICE	34,270.00
6/29	G FORCE ELECTRICAL SERVICES	4,050.00
6/29	G H DAIRY	2,936.82
6/29	GARDENDALE WATER CO	290.00
6/29	GENE JOHNSON PRODUCTIONS, INC.	128.69
6/29	GENE PLOHOCKY	68.57
6/29	GEORGINA FIGUEROA	783.76
6/29	GERARDO RAMIREZ	276.00
6/29	GRAINGER	24,137.95
6/29	GRANDE COMMUNICATIONS NETWORK LLC	6,361.99
6/29	GRISELDA FLORES	88.98

6/29	HEALTH SERVICES ADMINISTRATION	518.91
6/29	HEALTH SERVICES ADMINISTRATION	27,765.46
6/29	HOME DEPOT USA INC - STORE #562	1,912.66
6/29	HORACE MANN INS CO	48.82
6/29	TINA GREGG	500.00
6/29	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	2,800.00
6/29	HUGHES SERVICES FLOORING, LP	38,476.00
6/29	HURT EXTERMINATING	24,000.00
6/29	INDUSTRIAL COMMUNICATIONS	85.00
6/29	IMP/INTERNATIONAL MEETING PLANNERS	75.00
6/29	INVESTRUST	41,081.20
6/29	IRMA LOPEZ	1,462.84
6/29	IVETTE SUCHIL	2,066.56
6/29	IVY HICKS	783.76
6/29	JAMES PORTER	783.76
6/29	JANICE GRANADO	276.00
6/29	JEFF DANIELS	362.16
6/29	JESUS VALERIANO	276.00
6/29	JNT RESOURCES PARTNERS, LP	347.40
6/29	JNT RESOURCES PARTNERS, LP	24,889.03
6/29	JOHN KREN	35.99
6/29	JOHN KREN	65.00
6/29	JOHN'S SALES & SERVICE	2,633.28
6/29	JOHNA STRAW	198.00
6/29	JOSEPH ASHLEY	1,251.49
6/29	JUMBURRITO	191.22
6/29	JUSTIN CROSS	1,479.48
6/29	KAMYE SMITH	307.00
6/29	KARA ROSENBLATT	2,200.00
6/29	KAREN EYCHANER	612.50
6/29	KAY'S EMBLEMS INC	973.50
6/29	KETIA MAGENE	39.20
6/29	KIMBERLY BRYER	64.84
6/29	KRONOS INC.	7,500.00
6/29	LABATT FOOD SERVICE	14,622.97
6/29	LARRY SANCHEZ	562.80
6/29	LAURA MELENDEZ	201.24
6/29	LINDE GAS & EQUIPMENT INC	2,121.26
6/29	LINDSEY CROSS	780.00
6/29	LISA WILLS	175.38
6/29	LOVING GUIDANCE INC	6,806.25
6/29	LOVING GUIDANCE INC	1,500.00
6/29	LOWE'S	8,144.11
6/29	LU ANN LANE	100.00
6/29	MACEE LANE	221.00
6/29	MARK BENNETT	150.00
6/29	MARK BENNETT	1,800.00
6/29	MARK CRISSINGER	195.24
6/29	MARK HARRIS HJ INC	28,623.77
6/29	MARK HARRIS	559.29
6/29	MELISSA LEE DAVIS	57.80

6/29	MELISSA LEE DAVIS	38.61
6/29	MIDLAND ISD	75.00
6/29	MISTY MICHELLE CARRELL	1,326.56
6/29	MOMETRIX MEDIA LLC	307.86
6/29	N-TUNE MUSIC & SOUND INC	12,739.00
6/29	NATALIE ROBERSON	1,570.33
6/29	NATIONAL INVENTORS HALL OF FAME	46,720.49
6/29	NATIONAL TRAVEL SYSTEMS	5,773.66
6/29	NEFTALI SILVA	783.76
6/29	NETSYNC NETWORK SOLUTIONS	27,500.00
6/29	NOEMI CHAVEZ	51.60
6/29	SWECO INC	48,466.95
6/29	ABI CERVANTES	48.25
6/29	DANIEL COPPINGER	48.25
6/29	DIANA RENTERIA	48.25
6/29	ESMERALDA MARQUEZ	48.25
6/29	JESSICA COURSEY	3.65
6/29	KARINA GALVEZ	48.25
6/29	LENIA I SALDANA	48.25
6/29	LEONOR CERON	48.25
6/29	MARIA CHAVEZ	48.25
6/29	MARIA ORTIZ DE LOS ANGELES	48.25
6/29	QUINCEY W CLINTON	48.25
6/29	VICTORIA RAMIREZ	48.25
6/29	OPAL BOOZ & ASSOC	8,344.81
6/29	PATRICIA LOGAN	496.40
6/29	PAUL SANCHEZ	1,031.06
6/29	PENSKE COMMERCIAL VEHICLES US LLC	1,401.15
6/29	PERRY JOHNSON	108.00
6/29	PETE MAURO	950.51
6/29	PICTURE WINDOW STUDIOS LLC	1,177.00
6/29	PIRAINO CONSULTING, INC	145,066.64
6/29	PIRAINO CONSULTING, INC	7,150.00
6/29	POCKET NURSE ENTERPRISES INC	44.50
6/29	PROCARE SOFTWARE HOLDING LLC	948.00
6/29	PROFESSIONAL TUTORS OF AMERICA INC	3,600.00
6/29	PROFESSIONAL TUTORS OF AMERICA INC	5,250.00
6/29	RACHEL GLASSCOCK	1,031.06
6/29	RACHEL PENA	281.50
6/29	REBECCA WIDENER	103.68
6/29	REGION 13 EDUCATION SERVICE CENTER	390.00
6/29	REGION 18 EDUCATION SERVICE CENTER	700.00
6/29	REGION 18 EDUCATION SERVICE CENTER	300.00
6/29	REGION 18 EDUCATION SERVICE CENTER	800.00
6/29	RICARDO SANTIAGO	144.00
6/29	ROBIN FAWCETT	936.74
6/29	ROBYN HERNANDEZ	1,114.73
6/29	RODRIGUEZ DRYWALL & PAINT CO	150,000.00
6/29	ROSA'S CAFE / BOBBY COX Co.	1,599.11
6/29	ROSAS CAFE / BOBBY COX Co.	935.10
6/29	ANDRES ALFONSO RUZO	10,000.00

6/29	SAM'S CLUB DIRECT	737.78
6/29	SANDRA DELBOSQUE	101.32
6/29	SANDRA MERCURI	5,000.00
6/29	SHELBYE HILL	221.00
6/29	SHERWIN WILLIAMS	277.50
6/29	SHERWIN WILLIAMS (FLOORING)	173.28
6/29	SHYLLA TURNER	950.51
6/29	ODESSA SIGN SOLUTION LLC	2,800.00
6/29	STACEY J NUNEZ	56.24
6/29	STACI WALTON	276.00
6/29	STAR TECH GROUP	10,000.00
6/29	STEPHANIE TIBBETS	823.28
6/29	STEPHEN FROHNHOFER	35.04
6/29	TENESIA MELENDEZ	175.50
6/29	TEXAS AFT AMP	350.00
6/29	TEXAS ASSOCIATION OF PARENTS AND EDUCATORS	230.00
6/29	TACSAP	350.00
6/29	TASB, INC	225.00
6/29	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	163.93
6/29	TEXAS DEPARTMENT OF PUBLIC SAFETY	124.00
6/29	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
6/29	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	530.91
6/29	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	92.00
6/29	TEXAS LIFE INSURANCE CO	123,534.52
6/29	TEXAS STATE TEACHERS ASSOCIATION	30,810.46
6/29	TEYSHA TINDOL	221.00
6/29	THE CINCINNATI LIFE INS. CO	44.51
6/29	THE CINCINNATI LIFE INS. CO	266.28
6/29	THE EDU-SOURCE CORPORATION	83,580.00
6/29	TRACEY BORCHARDT	767.08
6/29	TRANSACT COMMUNICATIONS, LLC	9,995.00
6/29	TRIPLE TREATS ODESSA INC	216.00
6/29	UNITED REFRIGERATION	721.60
6/29	UNITED WAY OF ODESSA	6,154.12
6/29	VANESSA ALONZO	108.00
6/29	VERIZON WIRELESS SERVICES LLC	265.93
6/29	VITAL SIGNS	2,235.99
6/29	IMPERIAL BAG & PAPER LLC	493.24
6/29	WALSWORTH PUBLISHING CO	11,130.65
6/29	WATSON TRUCK & SUPPLY	721.55
6/29	WEST TEXAS POWER SPORTS DEVELOPMENT	14,424.63
6/29	WILLIAMS PAVING & EXCAVATION. INC	90,000.00
6/29	WILLIAMS PAVING & EXCAVATION. INC	5,577.00
6/29	WILLIAMS PAVING & EXCAVATION. INC	128,492.00
6/29	XEROX CORPORATION	11,888.25
6/29	YVONNE WOOD	950.51
6/30	ANGELA LARIZZA LITTLE	985.12
6/30	CLARISSA FUNK	256.00
6/30	KAREN THORNHILL	256.00
6/30	NORA ISELA CRUZ	256.00
6/30	UNITED WAY DONATIONS	8,288.88

6/30	PRISCILLA AGUILAR	815.53
6/30	RAKIA MUSA	256.00
6/30	REBECCA MILLETT	787.36
6/30	TABITHA HONEYFIELD	815.53
6/30	TYANNA ROLAND	822.55
7/11	AMERICAN EXPRESS	2,844.49
7/11	BRECKON REED	108.00
7/11	BRIAN INGRAHAM	108.00
7/11	CHRISTOPHER FRISBY	108.00
7/11	COLLIN VALLEY	108.00
7/11	CREIGHTON REED	108.00
7/11	DUSTY ORTIZ	108.00
7/11	GABRIEL SMALLWOOD	108.00
7/11	INSTRUCTIONAL COACHING GROUP	1,995.00
7/11	JAMES HANLAN	108.00
7/11	JEFFERY ELLISON	108.00
7/11	JOE FLORES	108.00
7/11	MARK GIBSON	108.00
7/11	MARQUEE ALLISON	108.00
7/11	MATT VINSON	108.00
7/11	MICHEAL BETTENHAUSEN	108.00
7/11	ODESSA CHAMBER OF COMMERCE	700.00
7/11	PRISCILLA C MOLINA	199.00
7/11	RAUL SANCHEZ	108.00
7/11	SAMUEL GONZALEZ	108.00
7/11	SANDRA KERR	199.00
7/11	SHELBYE HILL	651.97
7/11	STACI STEPHENS ASHLEY	301.00
7/11	STAN HODGES	108.00
7/11	TEXAS ASSOCIATION OF SCHOOL	140.00
7/11	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	420.00
7/11	THE VIRTUAL MEET EXPERIENCE LLC	300.00
7/11	TYLER THOMPSON	651.97
7/11	UCONN EVENTS AND CONFERENCE SERVICES	350.00
7/11	VANCE WASHINGTON	108.00
7/11	WHITNEY CREEKMORE	1,164.79
7/11	BRITTANY SWAIM	1,333.50
7/11	JANA AVERY	647.25
7/11	JOLYNN VARELA	647.25
7/11	ROSA M DOMINGUEZ	647.25
7/11	VICTORIA NORENA	647.25
7/13	240 TUTORING INC	975.00
7/13	AARON ALEX MOLINA	18.72
7/13	ABEL AVILA	36.23
7/13	ACCELERATE LEARNING INC.	59,800.00
7/13	AIR TUTORS LLC	2,400.00
7/13	ALAN WILLIAMS	30,715.15
7/13	ALBERT J VALENCIA	149.41
7/13	ALLBRIGHT & ASSOCIATES, INC	265.00
7/13	AMAZON CAPITAL SERVICES	43,471.56
7/13	ANDERSON TILE SALES INC	335.00

7/13	ANTONIO ROSSINI	85.72
7/13	ATHLETIC SUPPLY INC	37,260.00
7/13	ATMOS ENERGY	17,797.11
7/13	BERKSHIRE PRODUCTION SUPPLY LLC	27,772.50
7/13	BERNARD HOOPER	21.00
7/13	BIG ROCK EDUCATIONAL SERVICE LLC	96,000.00
7/13	BIMBO BAKERIES USA	56.70
7/13	DICK BLICK COMPANY	390.43
7/13	BLUE CROSS BLUE SHIELD TEXAS	2,166.36
7/13	BRAKES AND WHEELS INC.	487.58
7/13	BRAZOS DOOR & HARDWARE	2,345.00
7/13	BYRNE BROS FOODS INC	1,897.00
7/13	SPARKLIGHT	315.42
7/13	CDW-G	30,749.02
7/13	NBCEC INC	1,015.40
7/13	CICI'S PIZZA	263.56
7/13	CIRCLE P RANCH SUPPLY, INC	1,457.30
7/13	CITY OF ODESSA WATER DEPT	170,716.57
7/13	CONTROL TECHNOLOGIES INC	146.07
7/13	CRYSTAL DAY	28.72
7/13	CURRENT MEDIA PARTNERS LLC	3,550.00
7/13	CURRICULUM ASSOCIATES INC	18,355.14
7/13	CYNTHIA WOOD	1,500.00
7/13	D.T. HOUSE MOVERS LLC	243,200.00
7/13	DEVON VASQUEZ	33.76
7/13	ECISD EDUCATION FOUNDATION	893.21
7/13	ED PRICE	187.00
7/13	EDBLOX INC	28,500.00
7/13	ELUMA LLC	53,905.61
7/13	ERLEICDA, LLC.	2,130.00
7/13	FELIPE D GUEVARA AGUIRRE	24,300.00
7/13	FIRST FINANCIAL ADMINISTRATORS	16,149.29
7/13	FIRST FINANCIAL ADMINISTRATORS	3,460.20
7/13	FIRST FINANCIAL ADMINISTRATORS	26,741.43
7/13	FIRST FINANCIAL ADMINISTRATORS	11,124.67
7/13	FORDE-FERRIER EDUCATIONAL SERVICE	5,750.00
7/13	G H DAIRY	2,108.52
7/13	GARDENDALE WATER CO	294.00
7/13	EVENT PHOTOGRAPY GROUP	300.00
7/13	GRAINGER	167.04
7/13	GRAYBAR	2,624.80
7/13	HILBERTO OCHOA	36.00
7/13	HOME DEPOT USA INC - STORE #562	2,370.32
7/13	HOUSTON ISD	2,899.34
7/13	IMAGERY GRAPHIC SYSTEMS	359.65
7/13	ISABEL ARRAS-HUERTA	49.08
7/13	INDUSTRIAL IGNITION LLC	1,344.00
7/13	KAY'S EMBLEMS INC	3,677.00
7/13	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	21.41
7/13	KRISTEN ROE	60.00
7/13	KYLE RIPPE	157.49

7/13	LAWNMOWER SALES AND SERVICE, INC	1,142.53
7/13	LILIA NANEZ	67.00
7/13	LINDE GAS & EQUIPMENT INC	1,627.64
7/13	LOVING GUIDANCE INC	100.00
7/13	LOWE'S HOME IMPROVEMENT	10,944.00
7/13	LUBBOCK ISD	800.00
7/13	LUIS MENDOZA	40.42
7/13	LUNCH MONY INC	521.24
7/13	LUZ MELENDEZ	92.24
7/13	MARK BENNETT	920.00
7/13	MARK HARRIS HJ INC	1,192.36
7/13	MARK HARRIS	1,886.94
7/13	MDT ALLSTAR CLEANERS	160.00
7/13	MIGHTY WASH OPERATIONS LLC	541.00
7/13	N-TUNE MUSIC & SOUND INC	51,992.60
7/13	NATIONAL INVENTORS HALL OF FAME	2,000.00
7/13	NATIONAL SCIENCE TEACHING ASSOCIATION	60.00
7/13	NATIONAL TRAVEL SYSTEMS	3,812.47
7/13	NATUS MEDICAL INCORPORATED	3,365.00
7/13	NEW TECHNOLOGY NETWORK, LLC	9,600.00
7/13	SWECO INC	26,234.14
7/13	OLIVIA PORRAS	59.03
7/13	BICH CABALLERO	300.00
7/13	BRANDI SADBERRY	300.00
7/13	GABRIELLE GUTIERREZ	600.00
7/13	IRMA CASTILLO	52.95
7/13	JOCELYN LEAL	300.00
7/13	KAYLA FRIEL	100.00
7/13	KOLE SOLLEY	600.00
7/13	MARISELA GONZALEZ	10.45
7/13	NICOLE SPECTER	84.00
7/13	VANESSA ZOELZER	30.00
7/13	YOHANNY LAGUNA	200.00
7/13	OPAL BOOZ & ASSOC	953.50
7/13	PARTS TOWN, LLC	1,336.04
7/13	PATRICIA LOGAN	51.60
7/13	PENSKE COMMERCIAL VEHICLES US LLC	409.93
7/13	PETER C GORMAN	2,250.00
7/13	PIRAINO CONSULTING, INC	41,196.90
7/13	PROFESSIONAL TUTORS OF AMERICA INC	4,860.00
7/13	REGION 15 EDUCATION SERVICE CENTER	300.00
7/13	REGION 18 EDUCATION SERVICE CENTER	11,725.00
7/13	REGION 20 EDUCATION SERVICE CENTER	25.00
7/13	WILLIAM MARCH RICE UNIVERSITY	600.00
7/13	SAM'S CLUB DIRECT	2,166.51
7/13	SAM'S CLUB DIRECT	191.00
7/13	SANDRA BANDA	23.78
7/13	SCHOOLMINT INC	1,500.00
7/13	SHELBYE HILL	468.11
7/13	SHERWIN WILLIAMS	337.43
7/13	SOUTHERN MAID DONUTS	171.00

7/13	STERICYCLE	80.85
7/13	STEVE BROWN	124.29
7/13	SWAGIT PRODUCTIONS, LLC	695.00
7/13	TEXAS ASSOCIATION OF SCHOOL	270.00
7/13	TEXAS EXCAVATION SAFETY SYSTEM, INC.	19.95
7/13	THE HON COMPANY LLC C/O OFFICEWISE	6,857.51
7/13	THE RON CLARK ACADEMY	3,980.00
7/13	THIRD FUTURE SCHOOLS TEXAS	413,750.30
7/13	TNTP. INC.	83,250.00
7/13	TRUDY LEWIS	1,500.00
7/13	UNITED PARCEL SERVICE INC	36.00
7/13	UNITED REFRIGERATION	21,000.00
7/13	UNIVERSE TECHNICAL TRANSLATION INC	208.80
7/13	THE UNIVERSITY OF TEXAS AT AUSTIN	34,450.00
7/13	FHEG UNIVERSITY BOOKSTORE-ODESSA	627.00
7/13	UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION	50,400.00
7/13	VALERIE RIVERA	20.00
7/13	VICTORIA A CORTEZ	8,805.00
7/13	VITAL SIGNS	15,039.46
7/13	IMPERIAL BAG & PAPER LLC	5,411.03
7/13	WALSH GALLEGOS TREVINO KYLE & ROBINSON PC	3,969.40
7/13	WALSWORTH PUBLISHING CO	1,500.00
7/13	WATSON TRUCK & SUPPLY	700.39
7/13	WORLD'S FINEST CHOCOLATE INC	1,778.00
7/13	XEROX CORPORATION	29,786.59
7/13	SPARKLIGHT	215.24
7/13	CLIFTON MCCANN	76.94
7/13	GAYLA MCMURRIAN	803.82
7/13	GILLIAN HERRERA	253.00
7/13	GRAINGER	299.60
7/13	INTERNATIONAL ASSURANCE	60,506.69
7/13	JASMIN BELSOM-TORRES	253.00
7/13	MELISSA COOPER	647.25
7/13	NATIVIDAD J. ARMENDAREZ	1,592.71
7/13	ODESSA FAMILY YMCA	55,200.00
7/13	SEWELL FORD INC	151.30
7/13	SHERWIN WILLIAMS	146.96
7/13	SOUTHERN TIRE MART LLC	294.30
7/13	TEYSHA TINDOL	323.00
7/13	THIRD FUTURE SCHOOLS TEXAS	1,230,000.00
7/13	WATKIN COCKER	108.00
7/14	TEXAS ASSOCIATION OF SCHOOL BOARDS	335,480.00
7/20	AHA! PROCESS, INC	199.00
7/20	ALAN WILLIAMS	351.72
7/20	ANH NGUYEN	28.96
7/20	AT&T LONG DISTANCE	14,236.24
7/20	CDW-G	29,431.60
7/20	RUSSELL DUNN	817.64
7/20	CHRIS STANLEY	161.43
7/20	CHRISTINE MASON	124.20
7/20	CITY OF ODESSA	28,254.17

7/20	CLAUDIA LOPEZ	123.37
7/20	COCA-COLA SOUTHWEST BEVERAGES LLC	120.00
7/20	COFIROUTE CORPORATIO	38.11
7/20	CONTROL TECHNOLOGIES INC	28,778.00
7/20	CONTROL TECHNOLOGIES INC	2,339.03
7/20	CULLIGAN WATER CONDITIONING OF WEST TEXAS	188.25
7/20	CURRICULUM ASSOCIATES INC	5,821.20
7/20	D.T. HOUSE MOVERS LLC	53,328.00
7/20	D.T. HOUSE MOVERS LLC	2,000.00
7/20	DALE C. CALLEN, JR.	162.38
7/20	FARRAH H WALTON	6,500.00
7/20	FIRST FINANCIAL ADMINISTRATORS	119,455.17
7/20	G H DAIRY	204.12
7/20	GABRIELA GRANADO	9,520.00
7/20	GARDENDALE WATER CO	34.50
7/20	HANNAH HUEBNER	14.99
7/20	HOME DEPOT USA INC - STORE #562	19.77
7/20	INTERCULTURAL DEVELOPMENTAL	20,000.00
7/20	KELLIE WILKS	292.95
7/20	L WALLACE CONSTRUCTION CO INC	24,785.97
7/20	L WALLACE CONSTRUCTION CO INC	429,098.39
7/20	LABATT FOOD SERVICE	39,348.71
7/20	LOVING GUIDANCE INC	16,872.01
7/20	LVR COMMERICAL FLOORING	4,782.00
7/20	LVR COMMERICAL FLOORING	23,050.70
7/20	MICHELLE V URIAS	1,216.00
7/20	MITCH DAVIS	708.23
7/20	NOELIA JIMENEZ	99.35
7/20	NUNEZ FENCE	40,300.00
7/20	ODESSA SIGN SOLUTION LLC	24.00
7/20	SWECO INC	14,813.13
7/20	SEWCO INC	3,148.00
7/20	SEWCO INC	39.90
7/20	ONCE RAMOS LLC	319.00
7/20	CHRISTIE WAGNER	300.00
7/20	PENSKE COMMERCIAL VEHICLES US LLC	40.71
7/20	RANDY LIGHTFOOT	134.90
7/20	REAGAN MEADOWS	3,600.00
7/20	RODRIGUEZ DRYWALL & PAINT CO	24,500.00
7/20	RON OSBORN INC	30,210.00
7/20	RON OSBORN INC	10,119.00
7/20	RON OSBORN INC	13,200.00
7/20	SAM'S CLUB DIRECT	603.37
7/20	SHARI RILEY	428.80
7/20	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	817.00
7/20	TEXAS CHRISTIAN UNIVERSITY	650.00
7/20	TEXAS DEPARTMENT OF TRANSPORTATION	23.33
7/20	THE MCCRELESS COMPANY	147.04
7/20	THELMA CHAPA	183.41
7/20	URBAN SCHOOLS HUMAN CAPITAL ACADEMY	7,622.75
7/20	VERIZON WIRELESS SERVICES LLC	99,292.16

7/20	WILLIAMS PAVING & EXCAVATION. INC	143,000.00
7/20	XEROX CORPORATION	8,218.74
7/20	YVETTE ABILA	189.81
7/20	ANDERSON TILE SALES INC	463.00
7/20	ANDRES SERRANO	1,697.25
7/20	ANNIE ARREDONDO	592.00
7/20	BERTA SALDIBAR	919.50
7/20	BEST CHOICE COFFEE SERVICES LLC	366.81
7/20	BETSABE GONZALEZ SALCIDO	1,415.45
7/20	BIMBO BAKERIES USA	121.50
7/20	BRAUN BEEF & CO INC	13,854.00
7/20	BRIANNA MCDOWELL	1,279.22
7/20	CHRISTINA LORRAINE BUTLER	1,841.05
7/20	CYBERSOFT TECHNOLOGIES INC	70,060.00
7/20	CYNTHIA RETANA	219.00
7/20	EOFFICIAL ENTERPRISES, INC.	5,000.00
7/20	ERIN CAMPOS-BUENO	240.00
7/20	FERGUSON FACILITIES SUPPLY	1,157.10
7/20	G H DAIRY	4,342.74
7/20	GARDENDALE WATER CO	48.00
7/20	GARRETT DEVAULT	1,229.25
7/20	GRAINGER	3,804.66
7/20	HEATHER DOLLOFF	592.00
7/20	HILL COUNTRY DOG CENTER LLC	2,750.00
7/20	JASON OSBORNE	145.00
7/20	KELLIE WILKS	1,393.71
7/20	LABATT FOOD SERVICE	4,867.98
7/20	LAWNMOWER SALES AND SERVICE, INC	655.97
7/20	LINDE GAS & EQUIPMENT INC	61.76
7/20	LUZ MELENDEZ	1,415.45
7/20	MAGDALENA HIGNOJOS	1,229.25
7/20	MARIA PATRICIA SALCIDO	911.37
7/20	MARIA SANCHEZ	911.37
7/20	MARK HARRIS HJ INC	2,689.68
7/20	MAURICIO MARQUEZ	240.00
7/20	OVERDRIVE INC	87.50
7/20	PETROLEUM TRADERS CORPORATION	27,100.18
7/20	RAMON GONZALES	3,083.48
7/20	ROBERTO CEDILLO	240.00
7/20	SAM'S CLUB DIRECT	401.60
7/20	SCOTT MURI	482.20
7/20	SHERWIN WILLIAMS	277.20
7/20	SHERWIN WILLIAMS	20.75
7/20	UNITED REFRIGERATION	112.94
7/20	UNITED STATES TREASURY	14,107.10
7/20	VERIZON WIRELESS SERVICES LLC	554.18
7/20	VOLUNTEERNOW	16,367.00
7/20	WILLIAM W SCHMIDT	40.00
7/20	ZUANA JANSSEN	441.96
7/27	4MATIV TECHNOLOGIES INC	10,000.00
7/27	ABIGAIL JOY ADAME-HERRERA	66.62

7/27	ALAN WILLIAMS	5,541.65
7/27	ALLISON R RAINWATER	32.82
7/27	ALYSSA LIWAG	283.46
7/27	AMANDA WEBBER	29.17
7/27	AMAZON.COM LLC	66.80
7/27	AMAZON CAPITAL SERVICES	174,742.06
7/27	ANDERSON EXTREME SPORTS INC	1,318.20
7/27	ATHLETIC SUPPLY INC	1,575.00
7/27	AUSTIN INDEPENDENT SCHOOL DISTRICT	750.00
7/27	BRIA MAXEY	588.64
7/27	BRIANNA NORRIS	392.63
7/27	CAVALLO ENERGY TEXAS LLC	145,053.49
7/27	CAVALLO ENERGY TEXAS LLC	116,928.36
7/27	CAVALLO ENERGY TEXAS LLC	225.43
7/27	CARDIO PARTNERS INC	1,189.47
7/27	CDW-G	9,720.00
7/27	CHANNING FREEMAN	260.18
7/27	CHELSEA REYES	881.56
7/27	CHERRY TRSTENJAK	507.74
7/27	RUSSELL DUNN	143.62
7/27	CARD INTEGRATORS CORPORATION	9,975.00
7/27	CINDA BROWN	66.62
7/27	CITY OF ODESSA	3,575.00
7/27	CONNER ATHLETIC PRODUCTS INC	9,916.00
7/27	CORRAL ENVIRONMENTAL CONSULTING, LLC	2,700.00
7/27	DECKER INC	7,579.11
7/27	DENISE DELOERA	25.38
7/27	DOMINIQUE AVILA	420.86
7/27	DOMINO'S PIZZA	260.77
7/27	DOMTECH ELECTRICAL AND CONTROLS LLC	44,933.34
7/27	ECTOR COUNTY UTILITY DISTRICT	8,396.68
7/27	ELIZABETH AVILA	338.83
7/27	ELIZABETH MCNABB	101.52
7/27	FORMATIVE LOOP, INC.	3,458.00
7/27	FRANCESCA FLORANCE	180.32
7/27	FRANCISCA VARELA	445.44
7/27	GARDENDALE WATER CO	24.00
7/27	HOME DEPOT USA INC - STORE #562	3,436.22
7/27	HOMETOWN TICKETING INC	8,312.99
7/27	IMAGERY GRAPHIC SYSTEMS	465.48
7/27	JAMES NORTON	721.02
7/27	JD PALATINE LLC	63.90
7/27	JONN SIBLEY	201.18
7/27	KAILEY TATE	66.62
7/27	KAREN VICORY	28.53
7/27	LAURA RAMIREZ	700.84
7/27	LETICIA CRUZ	503.66
7/27	LINDE GAS & EQUIPMENT INC	1,037.52
7/27	MACE VIRTUAL LABS LLC	41,984.00
7/27	MARIBEL ARANDA	549.95
7/27	MIDLAND SPORTS INC	2,568.00

7/27	MISTY MICHELLE CARRELL	596.90
7/27	MUSEUM OF THE SOUTHWEST	195.00
7/27	NCS PEARSON INC	5,497.00
7/27	NICHOLE JOHNSON	66.62
7/27	SWECO INC	17,666.56
7/27	SEWCO INC	13.98
7/27	SEWCO INC	217.49
7/27	PRISCILLA HERNANDEZ	455.52
7/27	REBECCA J NORRIS	542.52
7/27	REBECCA WRIGHT	416.67
7/27	REGION 18 EDUCATION SERVICE CENTER	150.00
7/27	ROBERT BENSON	83.94
7/27	SANDRA KERR	338.96
7/27	SANDRA VALDERAZ	129.62
7/27	SANDY EMMERSON	225.00
7/27	SICO AMERICA, INC.	2,496.40
7/27	TAMARA SMITH-HUMPHRIES	563.95
7/27	TEXAS ASSOCIATION OF SCHOOL BOARDS	175.00
7/27	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	820.00
7/27	THE HON COMPANY LLC C/O OFFICEWISE	6,439.14
7/27	TPR EDUCATION LLC/THE PRINCETON REVIEW	4,455.00
7/27	UNIVERSITY OF TX-PERMIAN BASIN	175.00
7/27	VALERIE STILES	561.72
7/27	VIKTORIA R HENDERSON	43.82
7/27	XEROX CORPORATION	15,656.51
7/27	Y'ALL HAUL TRAILERS	85.15
7/27	YVONNE TARANGO	474.95
7/27	7 MINDSETS ACADEMY LLC	356,585.00
7/27	ABECEDARIAN	1,021.35
7/27	AMAZON.COM LLC	60.34
7/27	AMAZON CAPITAL SERVICES	373.34
7/27	ANISSA N MOORE	2,000.00
7/27	APRIL VALENZUELA	858.60
7/27	ASSOCIATES OF SUMMERTREE L.P.	2,652.50
7/27	AT&T	8,166.46
7/27	BIMBO BAKERIES USA	81.00
7/27	BRIDGETTE CASAS	248.98
7/27	CASHWAY WEST, INC.	97.98
7/27	CDW-G	1,653.06
7/27	CELINA ONTIVEROS	441.96
7/27	CYNTHIA RUBALCADO	21.47
7/27	DARRELL FOWLER	858.60
7/27	DIANA DAVIS	441.00
7/27	ECISD EDUCATION FOUNDATION	662.00
7/27	ED PRICE	2,986.75
7/27	ELAINE RANDOLPH	911.37
7/27	FAT HEAD MEAT COMPANY	1,955.00
7/27	FIRST FINANCIAL ADMINISTRATORS	26,473.33
7/27	FIRST FINANCIAL ADMINISTRATORS	84,058.20
7/27	FIRST FINANCIAL ADMINISTRATORS	3,450.00
7/27	FIRST FINANCIAL ADMINISTRATORS	6,406.00

7/27	FIRST FINANCIAL ADMINISTRATORS	416.66
7/27	FIRST FINANCIAL ADMINISTRATORS	1,534.55
7/27	FIRST FINANCIAL ADMINISTRATORS	13,385.13
7/27	FIRST FINANCIAL ADMINISTRATORS	9,491.05
7/27	FIRST FINANCIAL ADMINISTRATORS	6,983.60
7/27	FIRST FINANCIAL ADMINISTRATORS	3,974.00
7/27	FIRST FINANCIAL ADMINISTRATORS	2,999.35
7/27	FIRST FINANCIAL ADMINISTRATORS	85,698.14
7/27	FIRST FINANCIAL ADMINISTRATORS	2,604.00
7/27	FRONTLINE TECHNOLOGIES GROUP LLC	19,350.00
7/27	PETTY CASH	2,945.33
7/27	PETTY CASH	4,350.00
7/27	G H DAIRY	561.33
7/27	GRAINGER	2,946.56
7/27	HEALTH SERVICES ADMINISTRATION	26,535.46
7/27	HIGH PLAINS OF ODESSA ASSOCIATES L.P.	9,593.00
7/27	HORACE MANN INS CO	48.82
7/27	IDAHO CHILD SUPPORT RECEIPTING	278.00
7/27	INSOURCE INSURANCE GROUP, LLC	71.00
7/27	INTERNATIONAL ASSURANCE	60,506.69
7/27	INVESTRUST	39,381.20
7/27	ISABEL CARDONA	28.67
7/27	JANIE N RODRIGUEZ	441.96
7/27	JEFF DANIELS	384.00
7/27	JNT RESOURCES PARTNERS, LP	96.53
7/27	JNT RESOURCES PARTNERS, LP	914.98
7/27	JUDITH CAWLEY	67.20
7/27	KEITH A RODRIGUEZ	250.00
7/27	KRONOS INC.	14,770.38
7/27	KRONOS INC.	2,427.40
7/27	LAURA SAMANIEGO	37.44
7/27	LENNOX INDUSTRIES INC	1,265.84
7/27	LINDE GAS & EQUIPMENT INC	365.80
7/27	LUCAS GONZALES MESA	858.60
7/27	MARK BENNETT	3,700.00
7/27	MARK LOE. LLC	118.50
7/27	N-TUNE MUSIC & SOUND INC	185.00
7/27	NEW MEXICO CHILD SUPPORT	300.00
7/27	NEW MEXICO CHILD SUPPORT	659.00
7/27	ODESSA COMMITTEE INFORMATION	180.00
7/27	ODESSA FAIRGREEN ASSOCIATES	3,720.00
7/27	ODESSA KINGS CROSSING ASSOCIATES L.P.	3,032.50
7/27	SWECO INC	12,085.87
7/27	SEWCO INC	154.27
7/27	ANGIE FLORES	400.00
7/27	PANORAMA EDUCATION	102,500.00
7/27	PARKS BELL RANCH APARTMENTS II LLC	14,973.72
7/27	PENSKE COMMERCIAL VEHICLES US LLC	139.56
7/27	JIMMIE DO GAYLOR	425.00
7/27	REGION 18 EDUCATION SERVICE CENTER	300.00
7/27	REGION 18 EDUCATION SERVICE CENTER	800.00

7/27	RIVERSIDE ASSESSMENTS LLC	2,783.00
7/27	ROSELL D CAUFIELD	2,600.00
7/27	ROWENA FIONA DOLINO	822.50
7/27	RUSSELL D. KING	5,526.00
7/27	SAM'S CLUB DIRECT	657.56
7/27	SCHOOLSTATUS LLC	39,796.68
7/27	SHERWIN WILLIAMS	807.34
7/27	SHOPPA'S MATERIAL HANDLING	38,860.00
7/27	SOUTHERN MAID DONUTS	76.00
7/27	SOUTHERN TIRE MART LLC	967.08
7/27	SPIRIT MONKEY, LLC	540.00
7/27	STONE TOWER GRAFIX	7,463.70
7/27	TEXAS ASSOCIATION OF SCHOOL	110.00
7/27	TERRY BRANDON UPCHURCH	858.60
7/27	TASB, INC	260.00
7/27	TASB, INC	65.00
7/27	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	100.00
7/27	TEXAS LIFE INSURANCE CO	112,891.76
7/27	TEXAS SCHOOL FOR THE BLIND	1,652.00
7/27	TEXAS STATE TEACHERS ASSOCIATION	30,293.69
7/27	TEXAS STATEWIDE NETWORK OF ASSESSMENT PROFESSIONAL	80.00
7/27	THE CINCINNATI LIFE INS. CO	266.28
7/27	THE ELMS OF MIDLAND ASSOCIATES, L.P.	913.50
7/27	TNTP. INC.	24,517.00
7/27	TOWN SQUARE PUBLICATIONS LLC	1,495.00
7/27	TYLER TECHNOLOGIES INC	99,747.46
7/27	UNITED PARCEL SERVICE INC	36.00
7/27	UNITED PARCEL SERVICE INC	148.57
7/27	UNITED REFRIGERATION	4,516.74
7/27	UNIVERSAL FIDELITY LIFE INSURANCE COMPANY	115,456.00
7/27	VATAT	1,200.00
7/27	VERIZON WIRELESS SERVICES LLC	2,092.11
7/27	W. DEAN WEIDNER	15,945.50
7/27	W. DEAN WEIDNER	3,514.50
7/27	W. DEAN WEIDNER	28,363.15
7/27	W. DEAN WEIDNER	1,237.50
7/27	IMPERIAL BAG & PAPER LLC	580.70
7/27	WALTER DEAN WEIDNER GENERATION SKIPPING TRUST	3,935.00
7/27	WATSON TRUCK & SUPPLY	1,596.23
7/27	WEST TEXAS EDUCATORS	260,294.58
8/3	ADAM PORTILLO	723.69
8/3	AMAZON CAPITAL SERVICES	83.48
8/3	AMELIA C SANCHEZ	249.92
8/3	ANA ARAZATE	8.19
8/3	ANGEL RODRIGUEZ	1,124.81
8/3	ANTHONY JOEL SOROLA	57.08
8/3	AT&T LONG DISTANCE	4,557.53
8/3	ATKINS HOLLMAN JONES PEACOCK	13,480.36
8/3	BLANCA ANAYA	20.36
8/3	BRANDI FISCHER	902.89
8/3	BRENDA ESTRADA	1.64

8/3	BRIDGETTE CASAS	316.60
8/3	CAROL GREGG	73.66
8/3	CDW-G	21,603.60
8/3	CDW-G	442.37
8/3	CELESTE POTTER	254.85
8/3	CINDY CORRALES	211.92
8/3	CITY OF ODESSA	16,254.17
8/3	CONNIE VIVERETTE	200.00
8/3	CONTROL TECHNOLOGIES INC	660.00
8/3	CONTROL TECHNOLOGIES INC	27,619.75
8/3	DEBORAH LIEB	119.52
8/3	DEBORAH MARRERO	211.92
8/3	DESTINY RAMIREZ	249.92
8/3	DIRECT ATHLETICS, INC.	777.50
8/3	DUSTY BAUMANN	833.05
8/3	JACQUELINE H LIGHT	2,400.00
8/3	GRETCHEN BERNABEI	240.00
8/3	JEANETTE CHAVEZ	211.92
8/3	JESSICA CRAVENS	314.92
8/3	KAMYE SMITH	2,040.45
8/3	KENDRA SALGADO	336.92
8/3	KRISTI L. BARTLETT	28.55
8/3	KRISTIN WHITTENBURG	779.49
8/3	KYRSTAN NALL	68.28
8/3	LOVING GUIDANCE INC	488.75
8/3	LOWE'S	2,465.23
8/3	MAYLENE M CONTRERAS	249.92
8/3	N-TUNE MUSIC & SOUND INC	1,848.99
8/3	NATIONAL TRAVEL SYSTEMS	12.00
8/3	NEBRASKA SCIENTIFIC	797.76
8/3	NEW TECHNOLOGY NETWORK, LLC	300.00
8/3	LADONNA CHISM	25.00
8/3	TATIANNA ALLEN	100.00
8/3	RICARDO SANTIAGO	592.44
8/3	SANDY VASQUEZ	1,031.97
8/3	SARAH R AGUIRRE	28.06
8/3	SHELBYE HILL	443.50
8/3	SHELBYE HILL	27.28
8/3	SHYLLA TURNER	150.81
8/3	STEPHANIE L CARTER	270.00
8/3	TEYSHA TINDOL	46.00
8/3	TRIPLE TREATS ODESSA INC	74.00
8/3	VALERIE RIVERA	197.16
8/3	VERIZON WIRELESS SERVICES LLC	11,035.68
8/3	WILLIAMS PAVING & EXCAVATION. INC	100,850.00
8/3	XEROX CORPORATION	3,998.52
8/3	ZULEMA PALOMINO	35.10
8/3	ABECEDARIAN	540.10
8/3	AMAZON CAPITAL SERVICES	4,594.64
8/3	AMERICAN FAMILY LIFE & CANCER	60.40
8/3	AMERICAN FAMILY LIFE & CANCER	12.00

8/3	ANDERSON TILE SALES INC	293.00
8/3	ASSOCIATION OF TEXAS	2,444.12
8/3	ATKINS HOLLMAN JONES PEACOCK	8,778.50
8/3	ATKINS HOLLMAN JONES PEACOCK	10,034.00
8/3	BANK OF NEW YORK MELLON	2,250.00
8/3	BATTERSHELL VETERINARY SERVICES	459.84
8/3	BEST CHOICE COFFEE SERVICES LLC	496.28
8/3	BLANCA ANAYA	28.63
8/3	BLUE CROSS BLUE SHIELD TEXAS	1,121.20
8/3	BOND LOGISTIX LLC	3,750.00
8/3	SPARKLIGHT	81.88
8/3	SPARKLIGHT	1,457.00
8/3	SPARKLIGHT	280.93
8/3	CDW-G	1,151.46
8/3	CHRISTINA GARCIA	200.00
8/3	CODY DOMINGUEZ	250.00
8/3	COFIROUTE CORPORATIO	20.24
8/3	CULLIGAN WATER CONDITIONING OF WEST TEXAS	128.50
8/3	CUSTOM WHOLESALE SUPPLY INC	4,427.56
8/3	CYNTHIA SUE BISHOP	3,200.00
8/3	DEANNA MCBRIDE	32.75
8/3	DOMTECH ELECTRICAL AND CONTROLS LLC	31,885.14
8/3	FARRAH H WALTON	6,500.00
8/3	FERGUSON FACILITIES SUPPLY	479.93
8/3	FERL GILES	440.00
8/3	FIRST FINANCIAL ADMINISTRATORS	34,167.47
8/3	FIRST FINANCIAL ADMINISTRATORS	24,681.07
8/3	FIRST FINANCIAL ADMINISTRATORS	110,688.86
8/3	FIRST FINANCIAL ADMINISTRATORS	10,276.84
8/3	FIRST FINANCIAL ADMINISTRATORS	15,120.51
8/3	FIRST FINANCIAL ADMINISTRATORS	3,087.59
8/3	FIRST UNITED METHODIST CHURCH	300.00
8/3	FRONTLINE TECHNOLOGIES GROUP LLC	165,262.06
8/3	GARDENDALE WATER CO	119.00
8/3	GILLIAN HERRERA	250.00
8/3	GILLIAN HERRERA	400.00
8/3	GRAINGER	4,345.08
8/3	GRANDE COMMUNICATIONS NETWORK LLC	1,501.99
8/3	HASKELL RESTURANT GROUP2 LLC	1,190.00
8/3	HOME DEPOT USA INC - STORE #562	32.40
8/3	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	2,800.00
8/3	HURT EXTERMINATING	54,325.00
8/3	IMAGERY GRAPHIC SYSTEMS	653.67
8/3	INK LION DESIGNS, LLC	3,363.10
8/3	INSOURCE INSURANCE GROUP, LLC	142.00
8/3	JD PALATINE LLC	65.55
8/3	JUAN DOMINGUEZ	632.46
8/3	JUANITA OCON	22.15
8/3	KAY'S EMBLEMS INC	4,820.25
8/3	LAWNMOWER SALES AND SERVICE, INC	321.58
8/3	LINDE GAS & EQUIPMENT INC	1,179.40

8/3	LUZ GRANADOS MOLINA	24.22
8/3	MARK BENNETT	2,296.51
8/3	MARTHA MENDOZA	24.84
8/3	MONK HOLDINGS LLC	60.00
8/3	NATIONAL TRAVEL SYSTEMS	2,232.88
8/3	NIMBUS DRINKING WATER SYSTEMS	333.00
8/3	ODESSA CHAMBER OF COMMERCE	500.00
8/3	SWECO INC	13,054.79
8/3	OPERATIONAL SUPPORT SERVICES INC	90.00
8/3	JIMMIE DO GAYLOR	1,680.00
8/3	PETER C GORMAN	5,666.47
8/3	PETROLEUM TRADERS CORPORATION	26,583.07
8/3	RESPONSIVE LEARNING	45,760.80
8/3	ROBERTS TRUCK CENTER OF TEXAS	460.86
8/3	SAM'S CLUB DIRECT	4,688.91
8/3	GATEWAY EDUCATION HOLDINGS LLC	1,900.00
8/3	SEESAW LEARNING	44,609.70
8/3	SELERIX SYSTEMS, INC	5,777.50
8/3	SEVERIN INTERMEDIATE HOLDINGS, LLC	459,327.64
8/3	SHERWIN WILLIAMS	36.74
8/3	SOUTHERN TIRE MART LLC	443.00
8/3	STONE TOWER GRAFIX	2,188.50
8/3	STONE TOWER GRAFIX	1,606.25
8/3	SUZUKI ASSOCIATION OF AMERICAS	95.00
8/3	TEXAS ASSOCIATION OF SCHOOL	110.00
8/3	TENESIA MELENDEZ	400.00
8/3	TEXAS AFT AMP	350.00
8/3	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	112.93
8/3	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	496.51
8/3	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	92.00
8/3	TEYSHA TINDOL	200.00
8/3	THE HON COMPANY LLC C/O OFFICEWISE	23,883.64
8/3	THE MCCRELESS COMPANY	261.97
8/3	TRANSFINDER CORPORATION	6,750.00
8/3	UNITED PARCEL SERVICE INC	223.82
8/3	UNITED SUPERMARKET LLC	54.32
8/3	UNITED WAY OF ODESSA	6,123.00
8/3	VITAL SIGNS	419.71
8/3	WINN'S CONTINUING EDUCATION, INC	100.00
8/10	AMANDA ROWAN	25.00
8/10	AMAZON CAPITAL SERVICES	106,055.87
8/10	AMERICAN ASSOCIATION FOR THE ADVANCEMENT OF SCIENC	297.00
8/10	AMERICAN EXPRESS	2,150.98
8/10	ANGELA LARIZZA LITTLE	229.92
8/10	ANNIE NELSON	488.96
8/10	BICKERSTAFF HEATH DELGADO ACOSTA LLP	2,878.00
8/10	BRANDY SANDERS	159.05
8/10	BRIAN INGRAHAM	56.56
8/10	CAMT REGISTRATION	897.00
8/10	CARMAN BUSTAMANTE	329.19
8/10	CDW-G	1,112.12

8/10	CHAD CROWSON	1,013.36
8/10	CHANNING FREEMAN	33.38
8/10	CHERYL CUNNINGHAM	208.41
8/10	CHERYL CUNNINGHAM	208.41
8/10	CHRISTOPHER BARTLETT	115.17
8/10	CODY DOMINGUEZ	152.50
8/10	CONTROL TECHNOLOGIES INC	24,098.00
8/10	CRYSTAL MARQUEZ	513.00
8/10	CRYSTAL VILLA	193.19
8/10	CURRICULUM ASSOCIATES INC	6,862.92
8/10	CYNTHIA GILLETTE	205.71
8/10	CYNTHIA JUAREZ	800.00
8/10	DAWN L MILLER	44.82
8/10	DENISE DELOERA	1,050.00
8/10	DOLORES SANCHEZ	75.00
8/10	DORIS MARIE DUNNAM	450.00
8/10	FALLON MCLANE	458.72
8/10	FOCUS CARE INC	672,820.75
8/10	FISHER SCIENTIFIC	118.70
8/10	G H DAIRY	3,001.16
8/10	GERARDO RAMIREZ	35.00
8/10	GREAT WESTERN DINING	840.00
8/10	HALO BRANDED SOLUTIONS INC	683.15
8/10	HEB LP	1,064.70
8/10	HOLLY POWELL	234.22
8/10	INTERNATIONAL SOCIETY FOR	610.00
8/10	IRMA LOPEZ	342.06
8/10	ISTOSVISIO INC	3,000.00
8/10	IVETTE SUCHIL	1,248.87
8/10	JANET JUAREZ	586.62
8/10	JOHN W CARROLL	90.01
8/10	JOSE MINJAREZ	74.00
8/10	JOSTENS INC	2,515.10
8/10	JUDITH CAWLEY	79.99
8/10	JUSTIN CROSS	27.28
8/10	KARA ROSENBLATT	1,750.00
8/10	KARL MILLER	794.04
8/10	KARL MILLER	168.87
8/10	KEELEY RENE SIMPSON	21.00
8/10	LAURA SIKES	187.43
8/10	LAVICA ANDERSON	1,200.00
8/10	LEARNING FORWARD TEXAS	477.00
8/10	LISA WILLS	76.00
8/10	LOWE'S	1,648.87
8/10	LVR COMMERICAL FLOORING	44,920.07
8/10	LVR COMMERICAL FLOORING	90,940.50
8/10	MARY JANE HUTCHINS	51.45
8/10	MICHAEL SCOWN	68.13
8/10	MICHELLE HERNANDEZ	524.96
8/10	MIRNA JIMENEZ	35.00
8/10	N-TUNE MUSIC & SOUND INC	326.00

8/10	NBPTS-NATIONAL BOARD FOR PROFESSIONAL	950.00
8/10	NORMA MEDINA	120.00
8/10	SWECO INC	1,872.69
8/10	PATRICIA LOGAN	497.96
8/10	PERRY JOHNSON	140.00
8/10	PRISCILLA HERNANDEZ	55.00
8/10	RAKIA MUSA	271.96
8/10	RAMON RIVERA	350.72
8/10	REBECCA MILLETT	234.37
8/10	ROBIN FAWCETT	501.73
8/10	ROBYN HERNANDEZ	10.00
8/10	SAMANTHA HUTSON	28.98
8/10	SELERIX SYSTEMS, INC	5,302.50
8/10	SHANNON BEARD	632.96
8/10	STACI STEPHENS ASHLEY	374.75
8/10	THE BOARD OF TRUSTEES OF THE STANFORD JUNIOR	19,600.00
8/10	STEPHANIE MARIN	51.21
8/10	FRANK E GOMEZ	24,900.00
8/10	THRU CONSULTING LLC	12,000.00
8/10	TYANNA ROLAND	16.72
8/10	VANESSA SMITH BROWER	56.28
8/10	WALSH GALLEGOS TREVINO KYLE & ROBINSON PC	2,236.50
8/10	WHITNEY CREEKMORE	396.77
8/10	XEROX CORPORATION	34,875.08
8/10	AARON ALEX MOLINA	22.25
8/10	AIDE EMILIANO	58.15
8/10	ALBERT J VALENCIA	165.25
8/10	AMAZON CAPITAL SERVICES	9,121.49
8/10	AMERICAN EXPRESS	19,647.47
8/10	ANGELA R MCKNIGHT	872.00
8/10	ANH NGUYEN	40.38
8/10	ANTONIO ROSSINI	41.94
8/10	ARA OF ODESSA	24.00
8/10	ASHLEY SELLERS	128.93
8/10	ASSOCIATED SUPPLY CO INC	399.09
8/10	AT&T	9,423.88
8/10	AT&T	743.06
8/10	AT&T	812.70
8/10	BECKY RAMIREZ	114.90
8/10	BIMBO BAKERIES USA	24.30
8/10	BLUE STAR BUS SALES LTD	125.75
8/10	BRAUN BEEF & CO INC	9,544.04
8/10	BRAZOS DOOR & HARDWARE	1,056.00
8/10	BRITTANY SWAIM	90.21
8/10	SPARKLIGHT	231.43
8/10	CAITLIN COUCH	138.37
8/10	CALFED FINANCIAL CORPORATION	38,238.48
8/10	CATFISH & COMPANY	3,398.30
8/10	CHARLES AND LEZIEE CHURCHFIELD	35,648.48
8/10	CHRISTI HANSEN	16.73
8/10	CITY OF ODESSA	335.00

8/10	CUSTOM WHOLESALE SUPPLY INC	9.65
8/10	DALE'S ALIGNMENT & BRAKE SERVICE INC	792.64
8/10	DANIEL BUSTAMANTE	23.94
8/10	DARRYL WILLIAMS	15,750.00
8/10	DAXWELL	8,688.00
8/10	DIANE HARLAN	69.09
8/10	ECISD EDUCATION FOUNDATION	5,374.11
8/10	ECOLAB INC	8,089.90
8/10	ELLEN SMITH	33.46
8/10	ELSA COCKER	200.00
8/10	EMMANUEL HUITRON	30.19
8/10	ENERGYCAP, INC	6,885.00
8/10	EPALLET INC	27,531.00
8/10	PETTY CASH	4,000.00
8/10	FULL SCHEDULE LLC	297.00
8/10	G H DAIRY	12,826.72
8/10	GARDENDALE WATER CO	324.00
8/10	GRAINGER	1,930.04
8/10	SEAN PATTY	278.98
8/10	HUMBERTO HERNANDEZ JR	680.00
8/10	HURT EXTERMINATING	22,610.00
8/10	INTERBORO PACKAGING CORP.	1,960.80
8/10	ISABEL ARRAS-HUERTA	25.88
8/10	JANA AVERY	48.32
8/10	JENNIFER WIMBERLEY	52.47
8/10	JOLYNN VARELA	85.41
8/10	JOSE BENAVIDES	375.00
8/10	JUDITH CAWLEY	207.45
8/10	JUNO TOPCO INC	2,997.00
8/10	KATHRYNE HILL	75.00
8/10	KYLE RIPPE	106.44
8/10	LABATT FOOD SERVICE	68,817.88
8/10	LAURA SAMANIEGO	46.33
8/10	LAURA SAMANIEGO	26.44
8/10	LUIS MENDOZA	94.31
8/10	LUNCH MONY INC	1,120.54
8/10	MARISSA LOPEZ	12.88
8/10	MARK BENNETT	2,491.28
8/10	MEGAN SNYDER	54.23
8/10	MICHELLE MADRID	41.56
8/10	MONICA PINSON	42.71
8/10	NATIONAL COUNCIL OF SUPERVISORS OF MATHEMATICS	1,515.00
8/10	NATIONAL FOOD GROUP INC	40,180.00
8/10	ODESSA FAMILY YMCA	55,200.00
8/10	SWECO INC	1,233.90
8/10	SEWCO INC	39.90
8/10	OLIVIA PORRAS	65.87
8/10	PARTS TOWN, LLC	157.11
8/10	PATHWAYZ COMMUNICATIONS INC	2,276.52
8/10	PENSKE COMMERCIAL VEHICLES US LLC	875.59
8/10	JIMMIE DO GAYLOR	655.00

8/10	RHONDA ELDER	28.04
8/10	ROSA M DOMINGUEZ	90.21
8/10	ROSEMARY URIAS	88.68
8/10	ROSELL D CAUFIELD	1,250.00
8/10	ROSELL D CAUFIELD	1,350.00
8/10	SAM'S CLUB DIRECT	3,491.81
8/10	SAN ANGELO ISD	280.00
8/10	SCHOOL NUTRITION ASSOCIATION SERVICE CENTER	351.00
8/10	SCHREIBER FOODS INTERNATIONAL	11,535.94
8/10	SEVERIN INTERMEDIATE HOLDINGS, LLC	89,100.47
8/10	SHERWIN WILLIAMS	44.26
8/10	SOUTHERN MAID DONUTS	133.00
8/10	SOUTHERN TIRE MART LLC	103.00
8/10	STEPHANIE VILLAVICENCIO GARCIA	27.85
8/10	STERICYCLE	161.70
8/10	STONE TOWER GRAFIX	1,360.50
8/10	SYSCO USA, INC	50,778.60
8/10	TENESIA MELENDEZ	125.00
8/10	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	390.00
8/10	TASB, INC	1,375.16
8/10	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	1,520.00
8/10	TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC	1,150.00
8/10	TEXAS DEPARTMENT OF PUBLIC SAFETY	157.00
8/10	TEXAS EXCAVATION SAFETY SYSTEM, INC.	26.60
8/10	THIRD FUTURE SCHOOLS TEXAS	1,230,000.00
8/10	TOP OF TEXAS PHOTOGRAPHY INC	3,606.00
8/10	TUXEDO CONNECT LLC	2,138.18
8/10	UNITED REFRIGERATION	7,170.50
8/10	UNIVERSE TECHNICAL TRANSLATION INC	443.25
8/10	UTPB	113,617.00
8/10	UNIVERSITY OF TX-PERMIAN BASIN	113,617.00
8/10	VALERIA ZAMBRANO	93.56
8/10	VALERIE HELITON	158.53
8/10	VERIZON WIRELESS SERVICES LLC	265.95
8/10	VERIZON WIRELESS SERVICES LLC	99.99
8/10	VERIZON WIRELESS SERVICES LLC	2,299.77
8/10	VICTORIA NORENA	71.37
8/10	VIKTORIA R HENDERSON	14.44
8/10	IMPERIAL BAG & PAPER LLC	35,304.21
8/10	WEST TEXAS FILTERS INC	17,769.20
8/10	WHITE HOUSE MEAT MARKET	1,119.96
8/10	AIR TUTORS LLC	923,998.76
6/9	AETNA LIFE INSURANCE COMPANY	324,280.62
6/9	AETNA LIFE INSURANCE COMPANY	30,458.28
6/9	WELLSPRING TELEHEALTH	11,388.75
6/9	PCARX LLC	29,232.20
6/9	PCARX LLC	87,304.46
6/9	CAREATC INC	988.00
6/16	AETNA LIFE INSURANCE COMPANY	353,558.86
6/16	PCARX LLC	131,662.76
6/16	JNT RESOURCES PARTNERS LP	50,684.40

6/16	AETNA LIFE INSURANCE COMPANY	106,045.40
6/23	CAREATC INC	7,541.12
6/23	PCARX LLC	154,595.79
6/23	AETNA LIFE INSURANCE COMPANY	498,774.09
6/23	PCARX LLC	21,436.00
6/30	AETNA LIFE INSURANCE COMPANY	316,100.00
6/30	PCARX LLC	124,977.63
6/30	CAREATC INC	4,610.86
6/30	CAREATC INC	1,040.00
7/11	AETNA LIFE INSURANCE COMPANY	560,919.67
7/11	PCARX LLC	151,477.87
7/11	CAREATC INC	78,059.25
7/11	WELLSPRING TELEHEALTH	11,381.25
7/12	AETNA LIFE INSURANCE COMPANY	8,493.93
7/22	PCARX LLC	40,417.62
7/22	AETNA LIFE INSURANCE COMPANY	284,092.14
7/22	PCARX LLC	124,961.05
7/22	AETNA LIFE INSURANCE COMPANY	92,231.00
7/22	AETNA LIFE INSURANCE COMPANY	231,628.58
7/22	PCARX LLC	170,589.82
7/28	PCARX LLC	21,608.00
7/28	AETNA LIFE INSURANCE COMPANY	448,971.00
7/28	PCARX LLC	181,400.24
8/4	AETNA LIFE INSURANCE COMPANY	465,780.53
8/4	PCARX LLC	168,923.68
8/4	CAREATC INC	208.00
8/4	CAREATC INC	6,779.11
8/4	AETNA LIFE INSURANCE COMPANY	20,483.25
8/4	PCARX LLC	57,986.44
8/4	WELLSPRING TELEHEALTH	11,392.50
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1,759
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 26,475,646.52



## REQUEST FOR APPROVAL OF ACCEPTANCE OF DONATIONS OVER \$10,000

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

<b>Amount</b>	<b>Fund</b>	<b>From</b>	<b>Description</b>
\$11,000	199	Sparklight	50 Chromebooks to benefit the teen parent related services and transition learning center
\$35,000	482	Education Foundation	5 <sup>th</sup> grade Fine Arts string program instruments



## **REQUEST FOR APPROVAL OF ANNUAL INVESTMENT REPORT**

Attached is the Annual Investment Report of the Ector County Independent School District, for the year ending June 30, 2022. This report consolidates the investment requirements mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review, approval of training sessions from independent sources, and selection of broker/dealers and investment officers for the 2021-2022 fiscal year.

Year Ended  
June 30, 2022

# INVESTMENT REPORT

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT



OUR students...THE future

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# **ANNUAL INVESTMENT REPORT**

The Annual Investment Report (AIR) of the Ector County Independent School District (School District) for the year ended June 30, 2022 is submitted for your review and approval. This report will consolidate the investment requirements that are mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review and approval of training sessions from independent sources and selection of broker/dealers, and selection of investment officers for the 2021-2022 fiscal year.

## **INVESTMENT REPORT**

The School District investment portfolio, at amortized book value, shows an increase of approximately \$2.9 million, from \$157.0 million in FY 2020-2021 to \$159.9 million in FY 2021-2022. The general fund investments increased approximately \$4.3 million from the prior year primarily due to increase in federal funding. The school nutrition fund increased approximately \$1,800.00 due to cumulative interest earnings. The debt service fund decreased \$663,000 due to planned early payoff of bond. The medical trust fund investments decreased \$2.3 million due to timing on claims. The increase in the worker's compensation fund by approximately \$14,500 is due primarily to cumulative interest earnings. The insurance recovery fund increased by approximately \$1.5 million from \$12.9 million in fiscal year 2020-2021 to approximately \$14.4 in fiscal year 2021-2022 as a result of a hail damage claim recovery.

Interest rates increased during the 2021-2022 twelve-month period. Using the TexPool interest rates as a benchmark, the 2021-2022 average earning rate was 0.1969%, an increase from .0882%, the average rate for fiscal period 2020-2021.

## **INVESTMENT POLICY**

As required by the Public Funds Investment Act, Texas Government Code {2256.005(e)}, the governing body of an investing entity shall review its investment policy and strategies not less than annually. As a part of the Annual Investment Report, we ask that the Board review and approve the investment policy. There are no major changes to the Investment Policy as presented. The investment policy begins on page 10 of the AIR.

**INVESTMENT OFFICERS**

As required by the Public Funds Investment Act, Texas Government Code {2256.005(f)}, the governing body shall designate one or more officers or employees as investment officers to be responsible for the investment of its funds. We ask that the Board review and approve the investment officers for the fiscal year 2021-2022. The recommendations for investment officers are located on page 35 of the AIR.

**INVESTMENT SOURCES**

As required by the Public Funds Investment Act, Texas Government Code {2256.025}, at least annually, review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the School District. The recommendations for authorized brokers are shown on page 36.

**INVESTMENT TRAINING SOURCES**

As required by the Public Funds Investment Act, Texas Government Code {2256.008(g)}, investment officer(s) shall attend investment training from an independent source approved by the governing board. On page 37 of the AIR is a listing for your review and approval.

**GENERAL STATEMENTS**

The General Accounting Standards Board (GASB) GASB 31, requires that investments be reported at fair market value (FMV) except for money market investments, investments with maturities less than 12 months at the time of purchase and nonparticipating contracts (CD's). At June 30, 2022, the School District's TCG Directed Investments qualified for fair market value recognition.

\*\*\*\*\*

We, the approved investment officers of Ector County Independent School District, hereby certify that the following Annual Investment Report represents the investment position of the School District as of June 30, 2022, in compliance with the Board approved Investment Policy, the Public Funds Investment Act, Texas Government Code (Chapter 2256) and generally accepted accounting principles (GAAP).

Prepared by:	Michael Carrillo, Assistant Director of Finance	Signature On File _____
	Albessa Chavez, Director of Finance	Signature On File _____
	Deborah Ottmers, Chief Financial Officer	Signature on File _____

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

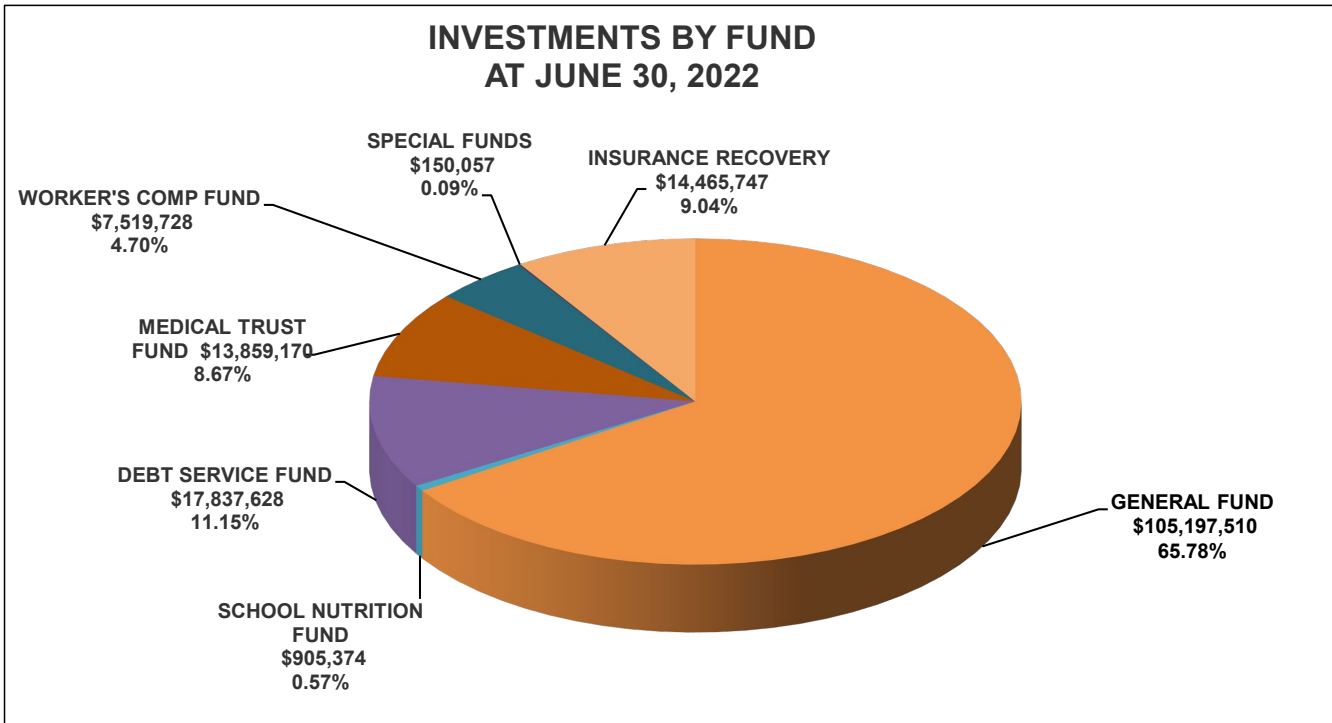
**ANNUAL REPORT OF INVESTMENTS BY FUND  
WITH COMPARATIVE TOTALS  
FOR THE YEAR ENDED JUNE 30, 2022**

(UNAUDITED)

<b>ALL FUNDS</b>	<b>AMORTIZED BOOK VALUE</b>	<b>%</b>	<b>MARKET (FAIR VALUE)</b>	<b>UNREALIZED GAIN (LOSS)</b>	<b>INTEREST EARNED</b>
GENERAL FUND	\$ 105,197,510	65.78%	\$ 105,197,510	\$ -	\$ 326,902
SCHOOL NUTRITION FUND	905,374	0.57%	905,374	-	1,776
DEBT SERVICE FUND	17,837,628	11.15%	17,837,628	-	31,084
MEDICAL TRUST FUND	13,859,170	8.67%	13,859,170	-	24,149
WORKER'S COMP FUND	7,519,728	4.70%	7,519,728	-	14,537
SPECIAL FUNDS	150,057	0.09%	150,057	-	294
INSURANCE RECOVERY	14,465,747	9.04%	14,465,747	-	25,758
<b>TOTAL</b>	<b>\$ 159,935,214</b>	<b>100.00%</b>	<b>\$ 159,935,214</b>	<b>\$ -</b>	<b>\$ 424,500</b>

**PRIOR YEAR COMPARISON**

<b>ALL FUNDS</b>	<b>2021 - 2022 AMORTIZED BOOK VALUE</b>	<b>2020 - 2021 AMORTIZED BOOK VALUE</b>	<b>CHANGE</b>	<b>PERCENT CHANGE</b>
GENERAL FUND	\$ 105,197,510	\$ 100,911,235	4,286,276	4.25%
SCHOOL NUTRITION FUND	905,374	903,598	1,776	0.20%
DEBT SERVICE FUND	17,837,628	18,500,284	(662,656)	-3.58%
MEDICAL TRUST FUND	13,859,170	16,115,021	(2,255,851)	-14.00%
WORKER'S COMP FUND	7,519,728	7,505,191	14,537	0.19%
SPECIAL FUNDS	150,057	149,763	294	0.20%
INSURANCE RECOVERY	14,465,747	12,940,265	1,525,482	11.79%
<b>TOTAL</b>	<b>\$ 159,935,214</b>	<b>\$ 157,025,356</b>	<b>\$ 2,909,858</b>	<b>1.85%</b>



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**ANNUAL REPORT OF INVESTMENTS BY TYPE  
WITH COMPARATIVE TOTALS  
FOR THE YEAR ENDED JUNE 30, 2022**

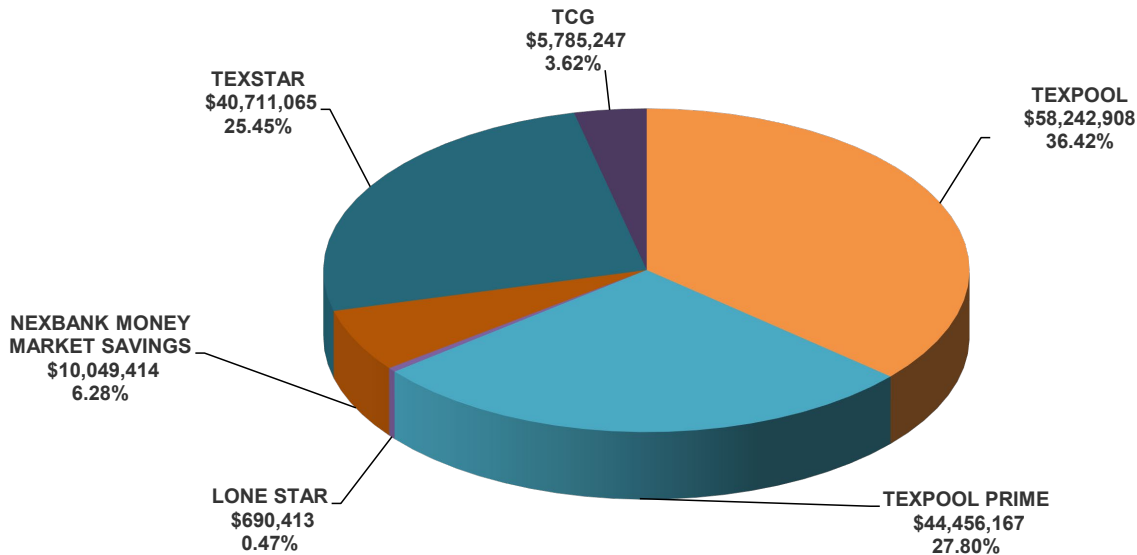
(UNAUDITED)

<b>ALL INVESTMENTS</b>	<b>AMORTIZED BOOK VALUE</b>	<b>%</b>	<b>MARKET (FAIR VALUE)</b>	<b>UNREALIZED GAIN (LOSS)</b>	<b>INTEREST EARNED</b>
TEXPOOL	\$ 58,242,908	36.42%	\$ 58,242,908	\$ -	\$ 90,641
TEXPOOL PRIME	44,456,167	27.80%	44,456,167	-	194,009
LONE STAR	690,413	0.43%	690,413	-	1,129
NEXBANK MONEY MARKET SAVINGS	10,049,414	6.28%	10,049,414	-	51,940
TEXSTAR	40,711,065	25.45%	40,711,065	-	72,534
TCG DIRECTED INVESTMENTS	<u>5,785,247</u>	<u>3.62%</u>	<u>5,785,247</u>	<u>-</u>	<u>14,247</u>
<b>TOTAL</b>	<b>\$ 159,935,214</b>	<b>100.00%</b>	<b>\$ 159,935,214</b>	<b>\$ -</b>	<b>\$ 424,500</b>

**PRIOR YEAR COMPARISON**

<b>ALL INVESTMENTS</b>	<b>2021 - 2022 AMORTIZED BOOK VALUE</b>	<b>2020 - 2021 AMORTIZED BOOK VALUE</b>	<b>CHANGE</b>	<b>PERCENT CHANGE</b>
TEXPOOL	\$ 58,242,908	\$ 67,935,882	\$ (9,692,974)	-14.27%
TEXPOOL PRIME	44,456,167	33,382,177	11,073,989	33.17%
LONE STAR	690,413	687,745	2,668	0.39%
NEXBANK MONEY MARKET SAVINGS	10,049,414	9,997,473	51,940	0.52%
TEXSTAR	40,711,065	39,138,806	1,572,259	4.02%
TCG DIRECTED INVESTMENTS	<u>5,785,247</u>	<u>5,883,272</u>	<u>(98,025)</u>	<u>-1.67%</u>
<b>TOTAL</b>	<b>\$ 159,935,214</b>	<b>\$ 157,025,356</b>	<b>\$ 2,909,858</b>	<b>1.85%</b>

**INVESTMENTS BY TYPE  
AT JUNE 30, 2022**



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ANNUAL REPORT OF EARNINGS  
JULY 1, 2021 THRU JUNE 30, 2022**

**SUMMARY INVESTMENT EARNINGS**  
(UNAUDITED)

<u>FUND</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>TOTAL</u>
GENERAL	\$ 19,864	\$ 194,009	\$ 64	\$ 46,777	\$ 51,940	\$ 14,247	\$ 326,902
SCHOOL NUTRITION FUND	1,776	-	-	-	-	-	1,776
DEBT SERVICE	31,084	-	-	-	-	-	31,084
MEDICAL TRUST	24,149	-	-	-	-	-	24,149
WORKER'S COMP	13,472	-	1,065	-	-	-	14,537
SPECIAL FUNDS	294	-	-	-	-	-	294
INSURANCE REC	-	-	-	25,758	-	-	25,758
	<u>\$ 90,641</u>	<u>\$ 194,009</u>	<u>\$ 1,129</u>	<u>\$ 72,534</u>	<u>\$ 51,940</u>	<u>\$ 14,247</u>	<u>\$ 424,500</u>
PERCENT OF TOTAL	21.35%	45.70%	0.27%	17.09%	12.24%	3.36%	100.00%

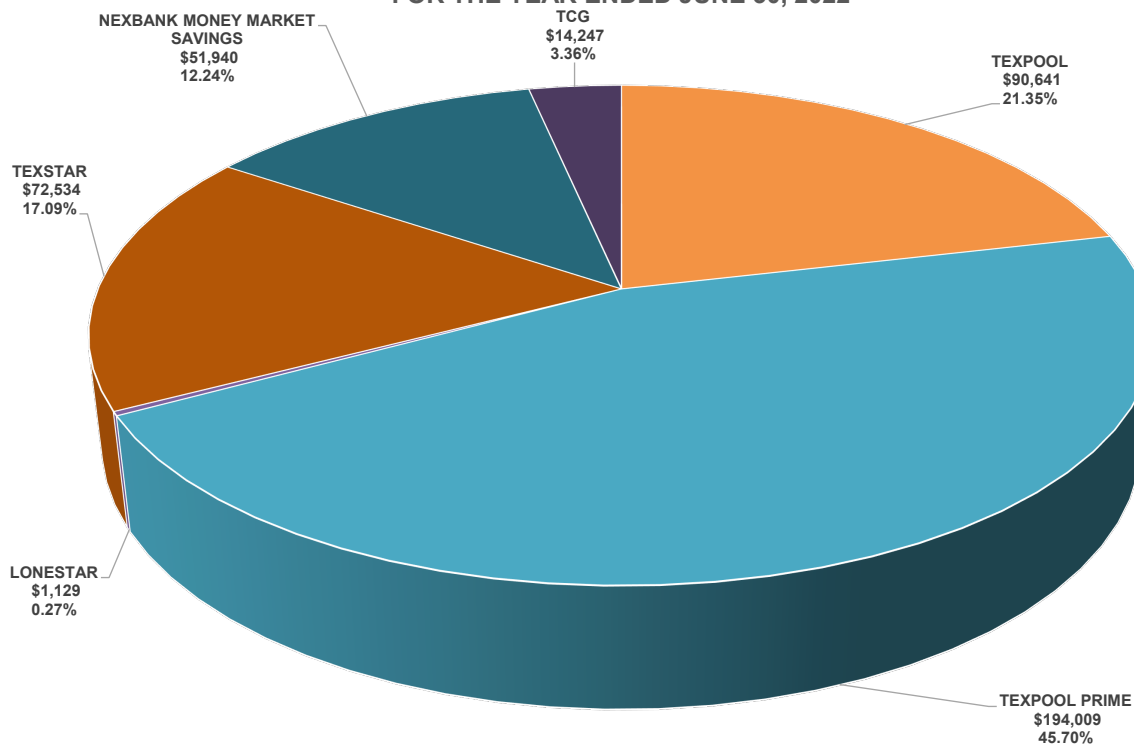
**SUMMARY OF VARIOUS EARNINGS RATES**

<u>PERIOD</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2021	0.0189%	0.0655%	0.0051%	0.0100%	0.4000%	0.0100%	0.0500%
AUGUST 2021	0.0222%	0.0618%	0.0051%	0.0100%	0.4000%	0.0100%	0.0600%
SEPTEMBER 2021	0.0279%	0.0629%	0.0051%	0.0100%	0.4000%	0.0100%	0.0600%
OCTOBER 2021	0.0354%	0.0615%	0.0051%	0.0100%	0.4000%	0.0000%	0.0700%
NOVEMBER 2021	0.0381%	0.0663%	0.0051%	0.0102%	0.4000%	-0.0300%	0.0500%
DECEMBER 2021	0.0376%	0.0904%	0.0051%	0.0139%	0.4000%	-0.0900%	0.0500%
JANUARY 2022	0.0376%	0.0975%	0.0076%	0.0100%	0.4000%	-0.3500%	0.0600%
FEBRUARY 2022	0.0632%	0.1137%	0.0246%	0.0104%	0.4000%	-0.2300%	0.2300%
MARCH 2022	0.1536%	0.2716%	0.1083%	0.1070%	0.5500%	-0.5900%	0.2800%
APRIL 2022	0.3042%	0.4443%	0.2456%	0.3225%	0.6000%	-0.2100%	0.5100%
MAY 2022	0.6228%	0.8125%	0.5762%	0.6459%	0.9500%	0.2600%	0.7500%
JUNE 2022	1.0013%	1.2031%	0.9771%	0.9850%	1.6000%	-0.3500%	1.2600%
AVERAGE FOR PERIOD	<u>0.1969%</u> (2)	<u>0.2793%</u> (2)	<u>0.1642%</u> (2)	<u>0.1787%</u> (2)	<u>0.5750%</u> (2)	<u>-0.1300%</u> (2)	<u>0.2858%</u> (3)
PRIOR PERIOD AVERAGE	<u>0.0882%</u> (2)	<u>0.1745%</u> (2)	<u>0.0595%</u> (2)	<u>0.0767%</u> (2)	<u>0.4583%</u> (2)	<u>1.2092%</u> (2)	<u>0.0658%</u> (3)

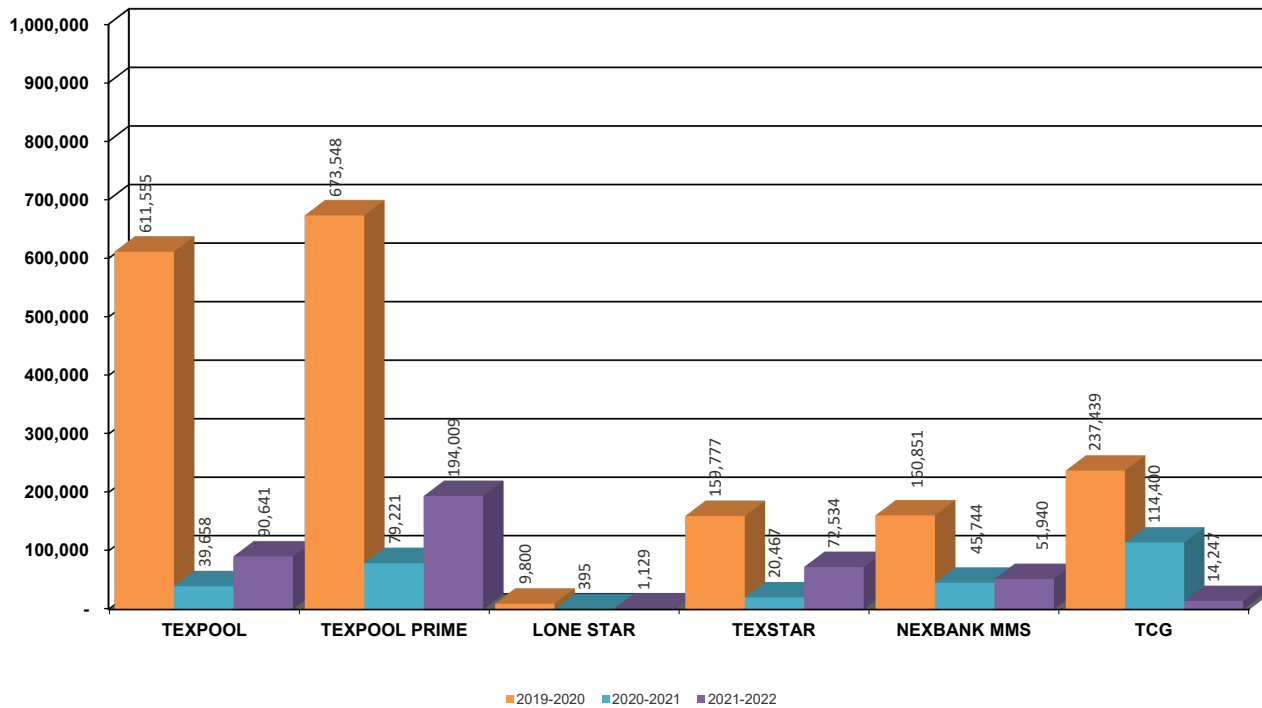
**NOTES:**

- (1) WEIGHED AVERAGE YIELD
- (2) SIMPLE INTEREST RATES
- (3) FIRST AUCTION OF MONTH: SOURCE WSJ

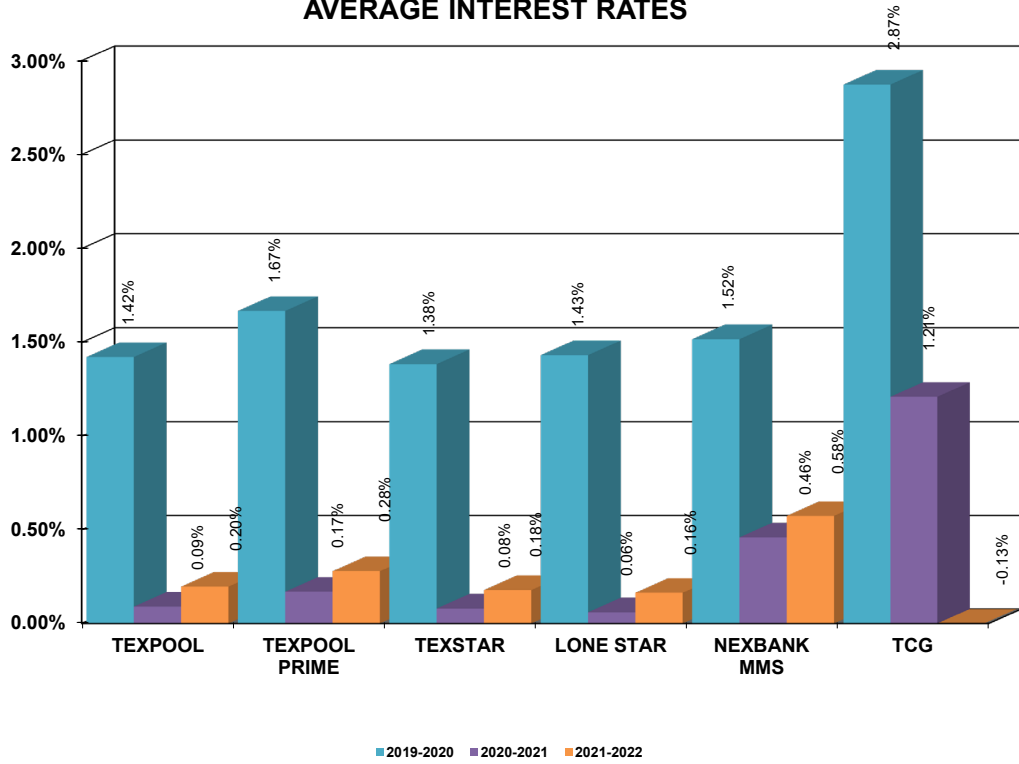
### INTEREST EARNED FOR THE YEAR ENDED JUNE 30, 2022



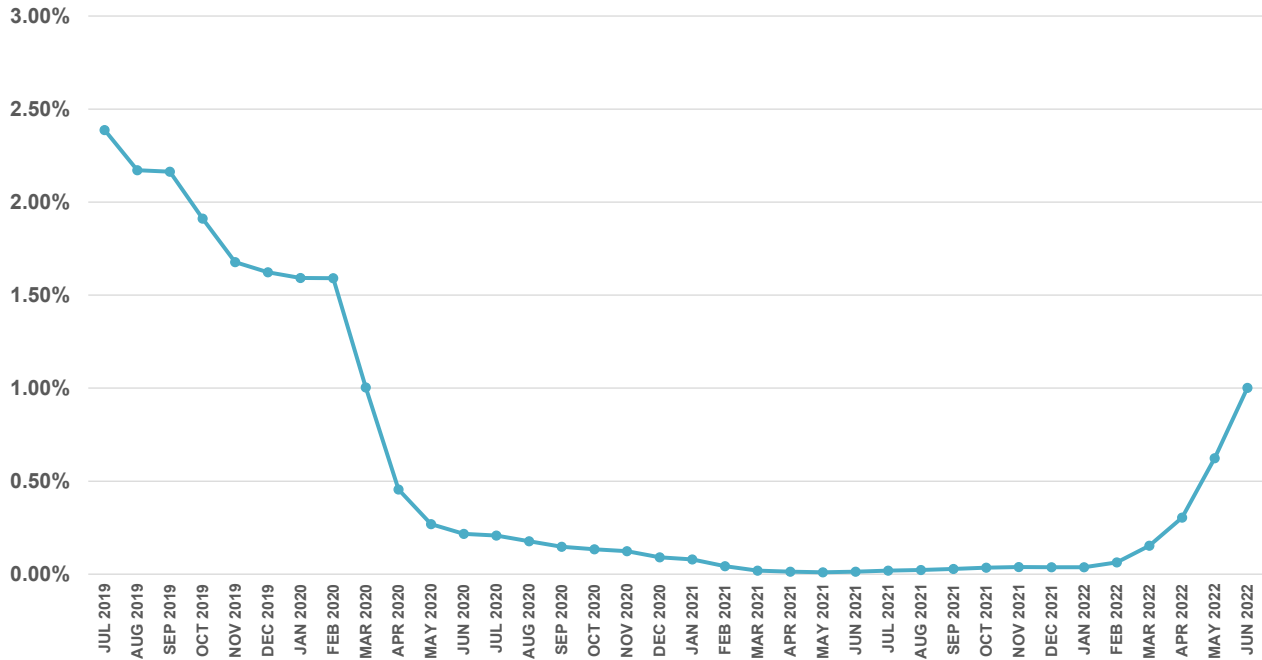
### THREE YEAR COMPARISON INTEREST EARNED



### THREE YEAR COMPARISON AVERAGE INTEREST RATES



### THREE YEARS TEXPOOL INTEREST RATES



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ANNUAL REPORT OF INVESTMENTS  
FOR THE PERIOD FROM JULY 1, 2021 THRU JUNE 30, 2022

	BEGINNING BALANCE @ COST	No.	ADDITIONS	No.	DEDUCTIONS	AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
<b>TEXPOOL</b>												
GENERAL FUND	25,412,033.87	284	211,339,530.90	64	218,149,405.10	19,864.49	18,622,024.16	31.97%	\$ 18,622,024.16	\$ 18,622,024.16	\$ -	-
SCHOOL NUTRITION FUND	903,598.49	0	-	0	-	1,775.82	905,374.31	1.55%	905,374.31	905,374.31	-	-
DEBT SERVICE FUND	18,500,284.28	14	18,559,424.85	7	19,253,165.26	31,084.29	17,837,628.16	30.63%	17,837,628.16	17,837,628.16	-	-
MEDICAL TRUST FUND	16,115,020.61	12	20,800,000.00	53	22,880,000.00	24,149.44	13,859,170.05	23.80%	13,859,170.05	13,859,170.05	-	-
WORKERS COMP FUND	6,855,182.44	0	-	0	-	13,472.25	6,868,654.69	11.79%	6,868,654.69	6,868,654.69	-	-
SPECIAL FUNDS	149,762.65	0	-	0	-	294.25	150,056.90	0.26%	150,056.90	150,056.90	-	-
<b>TEXPOOL</b>	<b>\$ 67,935,882.34</b>	<b>310</b>	<b>250,498,955.75</b>	<b>124</b>	<b>260,282,570.36</b>	<b>90,640.54</b>	<b>\$ 58,242,908.27</b>	<b>100.00%</b>	<b>\$ 58,242,908.27</b>	<b>\$ 58,242,908.27</b>	<b>\$ -</b>	<b>0.00</b>
% OF GRAND TOTAL	43.26%						36.42%					
<b>TEXPOOL PRIME</b>												
GENERAL FUND	\$ 33,382,177.34	45	205,975,000.00	14	195,095,019.75	194,009.14	44,456,166.73	100.00%	\$ 44,456,166.73	\$ 44,456,166.73	\$ -	-
<b>TEXPOOL PRIME</b>	<b>\$ 33,382,177.34</b>	<b>45</b>	<b>205,975,000.00</b>	<b>14</b>	<b>195,095,019.75</b>	<b>194,009.14</b>	<b>\$ 44,456,166.73</b>	<b>100.00%</b>	<b>\$ 44,456,166.73</b>	<b>\$ 44,456,166.73</b>	<b>\$ -</b>	<b>0.00</b>
% OF GRAND TOTAL	21.26%						27.80%					
<b>LONE STAR</b>												
GENERAL FUND	37,736.91	1	1,539.13	0	-	64.29	39,340.33	5.70%	39,340.33	39,340.33	\$ -	-
WORKERS COMP FUND	650,008.06	0	-	0	-	1,064.92	651,072.98	94.30%	651,072.98	651,072.98	-	-
<b>LONE STAR</b>	<b>\$ 687,744.97</b>	<b>1</b>	<b>1,539.13</b>	<b>0</b>	<b>0.00</b>	<b>1,129.21</b>	<b>\$ 690,413.31</b>	<b>100.00%</b>	<b>\$ 690,413.31</b>	<b>\$ 690,413.31</b>	<b>\$ -</b>	<b>0.00</b>
% OF GRAND TOTAL	0.44%						0.43%					
<b>NEXBANK MONEY MARKET SAVINGS</b>												
GENERAL FUND	9,997,473.28	0	0.37	0	-	51,939.79	10,049,413.44	0.00%	10,049,413.44	10,049,413.44	\$ -	-
<b>MONEY MARKET</b>	<b>\$ 9,997,473.28</b>	<b>0</b>	<b>0.37</b>	<b>0</b>	<b>0.00</b>	<b>51,939.79</b>	<b>\$ 10,049,413.44</b>	<b>100.00%</b>	<b>\$ 10,049,413.44</b>	<b>\$ 10,049,413.44</b>	<b>\$ -</b>	<b>0.00</b>
% OF GRAND TOTAL	6.37%						6.28%					
<b>TEXSTAR</b>												
GENERAL FUND	26,198,541.56	0	-	0	-	46,776.93	26,245,318.49	64.47%	26,245,318.49	26,245,318.49	\$ -	-
INSURANCE RECOVERY	12,940,264.55	1	1,499,724.30	0	-	25,757.53	14,465,746.38	35.53%	14,465,746.38	14,465,746.38	-	-
<b>TEXSTAR</b>	<b>\$ 39,138,806.11</b>	<b>1</b>	<b>1,499,724.30</b>	<b>0</b>	<b>0.00</b>	<b>72,534.46</b>	<b>\$ 40,711,064.87</b>	<b>100.00%</b>	<b>\$ 40,711,064.87</b>	<b>\$ 40,711,064.87</b>	<b>\$ -</b>	<b>0.00</b>
% OF GRAND TOTAL	24.93%						25.45%					
<b>TCG DIRECTED INVESTMENTS</b>												
GENERAL FUND	5,883,271.76	0	-	3	112,271.65	14,246.99	5,785,247.10	100.00%	5,785,247.10	5,785,247.10	\$ -	-
<b>TCG DIRECTED INVESTMENTS</b>	<b>\$ 5,883,271.76</b>	<b>0</b>	<b>0.00</b>	<b>3</b>	<b>112,271.65</b>	<b>14,246.99</b>	<b>\$ 5,785,247.10</b>	<b>100.00%</b>	<b>\$ 5,785,247.10</b>	<b>\$ 5,785,247.10</b>	<b>\$ -</b>	<b>0.00</b>
% OF GRAND TOTAL	3.75%						3.62%					
<b>TOTAL ALL INVESTMENTS</b>	<b>\$ 157,025,355.80</b>	<b>357</b>	<b>457,975,219.55</b>	<b>141</b>	<b>455,489,861.76</b>	<b>424,500.13</b>	<b>\$ 159,935,213.72</b>	<b>100.00%</b>	<b>\$ 159,935,213.72</b>	<b>\$ 159,935,213.72</b>	<b>\$ -</b>	<b>0.00</b>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ANNUAL REPORT OF INVESTMENTS  
FOR THE PERIOD FROM JULY 1, 2021 THRU JUNE 30, 2022

	BEGINNING BALANCE @ COST		ADDITIONS		DEDUCTIONS		INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
	No.		No.	AMOUNT	No.	AMOUNT						
<b>RECAP</b>												
<b>ALL FUNDS</b>												
GENERAL FUND	330	\$ 100,911,234.72	417,316,070.40	81	413,356,696.50	326,901.63	105,197,510.25	65.78%	105,197,510.25	105,197,510.25	-	
SCHOOL NUTRITION FUND	0	903,598.49	-	0	-	1,775.82	905,374.31	0.57%	905,374.31	905,374.31	-	
DEBT SERVICE FUND	14	18,500,284.28	18,559,424.85	7	19,263,165.26	31,084.29	17,837,628.16	11.15%	17,837,628.16	17,837,628.16	-	
MEDICAL TRUST FUND	12	16,115,020.61	20,800,000.00	53	22,880,000.00	24,149.44	13,859,170.05	8.67%	13,859,170.05	13,859,170.05	-	
WORKER'S COMP FUND	0	7,505,190.50	-	0	-	14,537.17	7,519,727.67	4.70%	7,519,727.67	7,519,727.67	-	
SPECIAL FUNDS	0	149,762.65	-	0	-	294.25	150,056.90	0.09%	150,056.90	150,056.90	-	
INSURANCE RECOVERY	1	12,940,264.55	1,499,724.30	0	-	25,757.53	14,465,746.38	9.04%	14,465,746.38	14,465,746.38	-	
<b>TOTAL</b>	<b>357</b>	<b>\$ 157,025,355.80</b>	<b>457,975,219.55</b>	<b>141</b>	<b>455,489,861.76</b>	<b>424,500.13</b>	<b>159,935,213.72</b>	<b>100.00%</b>	<b>\$ 159,935,213.72</b>	<b>\$ 159,935,213.72</b>	<b>\$ 0.00</b>	
<b>ALL INVESTMENTS</b>												
TEXPOOL	310	67,935,882.34	250,498,955.75	124	260,282,570.36	90,640.54	58,242,908.27	36.42%	58,242,908.27	58,242,908.27	-	
TEXPOOL PRIME	45	33,382,177.34	205,975,000.00	14	195,095,019.75	194,009.14	44,456,166.73	27.80%	44,456,166.73	44,456,166.73	-	
LONE STAR	1	687,744.97	1,539.13	0	-	1,129.21	690,413.31	0.43%	690,413.31	690,413.31	-	
NEXBANK MONEY MARKET SAVINGS	0	9,997,473.28	0.37	0	-	51,939.79	10,049,413.44	6.28%	10,049,413.44	10,049,413.44	-	
TEXSTAR	1	39,138,806.11	1,499,724.30	0	-	72,534.46	40,711,064.87	25.45%	40,711,064.87	40,711,064.87	-	
TCG DIRECTED INVESTMENTS	0	5,883,271.76	-	3	112,271.65	14,246.99	5,785,247.10	3.62%	5,785,247.10	5,785,247.10	-	
<b>TOTAL</b>	<b>357</b>	<b>\$ 157,025,355.80</b>	<b>457,975,219.55</b>	<b>141</b>	<b>455,489,861.76</b>	<b>424,500.13</b>	<b>159,935,213.72</b>	<b>100.00%</b>	<b>\$ 159,935,213.72</b>	<b>\$ 159,935,213.72</b>	<b>\$ 0.00</b>	

**NOTES:**

\* Includes recorded loss of \$110,266.78

Weighted Average Maturity for ECISD is 1 day for all bank accounts and pooled investments. Weighted Average Maturity for TCG Directed Investments portfolio ranges from 2 months to 19 months.

GASB Statement No. 31 requires all investments to be reported at fair market value(FMV) except for money market investments. Investments with maturities less than 12 months at time of purchase and nonparticipating contracts (CD's). At 06/30/2022 the School District's TCG Directed Investments qualified for fair market recognition.

**Ector County Independent  
School District**

**INVESTMENT POLICY**

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

**INVESTMENTS - APPROVAL OF INVESTMENT POLICY**

Texas Government Code, Sec. 2256.005(e)

- (e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

\*\*\*\*\*

It is recommended that the attached investment policy CDA (Legal) and CDA (Local) be reviewed and approved.

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

**Definitions**

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.  <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for:  <ol style="list-style-type: none"><li>1. Bonds or other indebtedness issued by a district;</li><li>2. Obligations under a lease, installment sale, or other agreement of a district; or</li><li>3. Certificates of participation in a debt or obligation described by item 1 or 2.</li></ol> <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

*Eligible Entity*

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

*Eligible Project*

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

*Gov’t Code 2256.0207(a)*

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

**Written Policies**

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov't Code 2256.005(a), (b)*

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment  
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

*Gov't Code 2256.005(d)*

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

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with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

*Initial* Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

*Ongoing* The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

*Gov't Code 2256.008(g)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
  - a. Beginning market value for the reporting period;
  - b. Ending market value for the period; and
  - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

*Gov't Code 2256.025*

**Bond Proceeds**

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

*Gov't Code 2256.0208(b)*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of  
Governmental  
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
  - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
  - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
  - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
  - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized  
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

Certificates of  
Deposit and Share  
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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(LEGAL)

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase  
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011*

Securities Lending  
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
  - a. Pledged securities described at Obligations of Governmental Entities, above;
  - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
  - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

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Banker's  
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

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In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
  - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
  - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed  
Investment  
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

*Gov't Code 2256.0204*

Hedging  
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited  
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

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**Note:** As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

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Loss of Required  
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of  
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
  - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
  - b. Requires an interpretation of subjective investment standards; or
  - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov't Code 2256.005(k)-(l)*

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business  
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds  
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

**Objectives**

The investment policy of the District shall be to:

1. Assure the safety of the invested funds of the District;
2. Maintain sufficient liquidity to provide adequate and timely working funds;
3. Attain the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board;
4. Diversify investments as to maturity, instruments, and financial institutions where permitted under state law; and
5. Ensure the quality and capability of investment officers through ongoing training.

**Investment Authority**

The chief financial officer and other persons designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011. A master repurchase agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions shall be on a delivery versus payment basis.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.

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6. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
8. Public funds investment pools as permitted by Government Code 2256.016.

**Safekeeping Agreement**

The District shall contract with a bank or banks for the safekeeping of securities either owned by the District as part of its investment portfolio or held as collateral to secure demand or time deposits.

**Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral shall be held by a third party custodian designated by the District, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateral for certificates of deposits in banks shall be registered in the District's name in the bank's trust department or, alternatively, in a Federal Reserve Bank account in the District's name, or a third party bank in the District's name, at the District's discretion.

The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Pooling of Funds**

Except for cash in certain restricted and special funds, the District may consolidate cash balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The portfolio shall

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have a weighted average maturity of one year or less. This dollar weighted average maturity shall be calculated using the stated final maturity dates of each security.

**Liquidity and Maturity**

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market Prices**

Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. The chief financial officer shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. All prudent measures shall be taken to liquidate an investment that is downgraded to less than the required minimum rating.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Maximum Allowable Stated Maturity**

The maximum allowable stated maturity of any individual investment owned by the entity shall be as follows:

	<b>Maximum Allowable Maturity</b>
1. U.S. Treasuries and securities with U.S. government guarantee	5 years
2. U.S. government agencies and instrumentalities	5 years
3. Fully insured or collateralized CDs	365 days
4. Banker's acceptance	270 days
5. Commercial paper	270 days
6. Repurchase agreements	365 days
7. Money market funds	90 days
8. Local government investment pool	365 days
9. Mutual funds	365 days

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

- Operating Funds Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
- Custodial Funds Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
- Debt Service Funds Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
- Capital Project Funds Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
- Food Service Funds Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
- Internal Service Funds Investment strategies for workers' compensation insurance and medical trust funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted average maturity limits and diversification.

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping;
4. Clear delegation of authority;
5. Written confirmation of telephone transactions;
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale; and
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

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COLLATERALIZATION

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the District to require full collateralization of all District investments and funds on deposit with a depository bank, other than investments which are obligations of the U. S. Government and its agencies and instrumentalities. As required by Government Code 2257.022, the collateralization level shall be 110 percent of market value of principal and accrued interest on the deposits or investments, less an amount insured by the FDIC or FSLIC. Securities pledged as collateral shall be held by an independent third party with which the District has a current custodial agreement. The Director of Finance is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The agreements are to specify the acceptable investment securities for collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. Collateral shall be reviewed at least weekly to assure that the market value of the pledged securities is adequate.

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**INVESTMENT OFFICERS/COMMITTEE**

**INVESTMENTS - APPROVAL OF INVESTMENT OFFICERS/COMMITTEE**

Texas Government Code, Sec. 2256.005(f)

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity or the termination of the person's employment by the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer or manage in any other manner the funds of the investing entity.

It is recommended that the following individuals be approved as investment officers for the District. As approved officers, these individuals will also act as the Investment Committee for the District:

Deborah Ottmers	Chief Financial Officer
Albessa Chavez	Director of Finance
Michael Carrillo	Assistant Director of Finance

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**INVESTMENT SOURCES**

**INVESTMENTS - SELECTION OF AUTHORIZED BROKERS**

Texas Government Code, Sec. 2256.025

The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

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It is recommended that the following be approved as authorized sources of investments:

- |                 |                      |
|-----------------|----------------------|
| TexPool         | Investment Pool      |
| TexPool – Prime | Investment Pool      |
| LoneStar        | Investment Pool      |
| TexStar         | Investment Pool      |
| TD Ameritrade   | Securities           |
| NexBank         | Money Market Savings |

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**INVESTMENT TRAINING SOURCES**

## INVESTMENTS - APPROVAL OF INDEPENDENT SOURCES OF INSTRUCTION

Texas Government Code, Sec. 2256.008 Investment Training; Local Governments:

- (a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:
  - (1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and
  - (2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.
- (a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

It is recommended that the following be approved sources of independent instruction:

Texas Association of School Boards (TASB)  
Texas Association of School Business Officials (TASBO)  
The State of Texas and its Agencies  
Any CPA Firm  
Any Service Center  
Any Accredited College or University

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## GLOSSARY OF TERMS

**A1/P1 Rating:** "A1" is the highest short-term rating category assigned by Standard & Poor's, while "P1" is the highest short-term rating category for Moody's Investor Service. Securities that have been assigned both an A1 and a P1 rating are considered to be of high credit quality. Standard and Poor's designates certain securities within the A1 category with a plus sign (+) indicating that the issuer of the security has an extremely strong capacity to meet its financial obligations.

**Accrual (or Accrual Basis):** The most common form of accounting, which reports income when earned and expenses when incurred. Accrual accounting may be contrasted to accounting on a cash basis, in which income is reported when received and expenses are reported when paid.

**Accrued Interest:** The accumulated interest due on a security as of the last interest payment made. A security is always sold with the accrued interest included. Investors who buy securities in the secondary market will be required to purchase any interest on the securities that has accrued prior to settlement. This is because the previous owner of a security earned the income, but will not receive future coupon payments.

**Agency:** In securities trading, the term Agency refers to a federal government agency that issues securities, other than the U.S. Treasury, i.e. the Federal Home Loan Mortgage Corporation (FHLB).

**Agency Discount Note:** A note that has been issued by a U.S. governmental-related agency other than the U.S. Treasury.

**Amortization:** The accounting practice that gradually reduces the cost or book value of an asset through periodic charges to income, such as: (1) the portion of the cost of a limited-life or intangible asset charged as an expense during a particular period, or (2) the reduction of debt by regular payments of principal and interest to retire the debt by maturity. The purpose of amortization is to reflect an asset's resale or redemption value.

**Automated Clearing House (ACH) System:** A domestic electronic funds transfer system.

**Banker's Acceptance (BA):** (1) Short-term, non interest-bearing notes sold at a discount and redeemed by the accepting banks at maturity for face value. BA's are generally created based on a letter of credit issued in a foreign trade transaction. (2) A money market instrument that is used to finance import or export transactions. BA's are essentially checks. They represent a bank's promise and ability to pay the face or principal amount on the banker's acceptance on the stipulated maturity date. Maturities for BA's are generally less than three months. Any BA purchased by a public entity must have a stated maturity of 270 days or less, must be accepted by a bank organized and existing under federal law, and the short-term obligations of the bank must be rated not less than A1/P1. Similarly to a treasury bill, a BA typically does not have a coupon, is issued at a discount, and matures at par (face value).

**Basis Point (BP):** The smallest unit of measurement used in quoting yields on bonds and notes. One basis point is .01%, or one one-hundredth (1/100) of a percent of yield (.01% or .0001). One hundred basis points equals 1%.

**Benchmark:** The performance of a predetermined group of securities, individual security, or an index used to compare risk and performance to a managed portfolio. A good benchmark should be verifiable, easy to understand, and appropriate to the investment portfolio to which it is being compared. Typical benchmarks used in the public sector include three-month, six-month, and one-year Treasury bill averages over the same measurement period. The benchmark selected should have a similar maturity to the investment portfolio under examination.

**Book Entry:** The name given to securities whose ownership and transfer occurs on a computer system rather than the physical delivery of a security. This system eliminates the need to physically transfer bearer-form paper, or to register securities by using a central depository facility/bank.

**Book Value:** The value at which the security is carried in the financial records of an investor. A security's book value reflects the price at which the security was originally bought, plus the net amortization/accretion up to that point in time. In the case of assets subject to reduction by valuation allowances, book value refers to cost or stated value less the appropriate allowance. Sometimes a distinction is made between gross book value (the value before deduction of related allowances) and net book value (which designates the value after the deduction). In the absence of any modifiers, however, book value is understood to be synonymous with net book value.

**Broker:** An individual who brings security buyers and sellers together in return for a commission or fee. The broker takes no position in a securities trade, and does not act as a principal or own securities. A broker will assist an investor in buying and selling treasuries, agencies, commercial paper and other authorized investments.

**Commercial Paper:** Defined as unsecured short-term obligations with maturities ranging from one to 270 days issued by banks, corporations, and other borrowers to investors with large temporary cash positions. This type of investment is usually issued at a discount and carries a zero coupon. The accounting process for commercial paper is identical to the accounting process for a treasury bill.

**Committee on Uniform Securities Identification Procedures (CUSIP):** Assigns codes to securities for the purpose of identification. These codes are often referred to as a security's CUSIP number (a nine-digit, alpha/numeric identification number).

**Compensating Balance:** The amount of money that a bank requires a customer to maintain in a non-interest bearing account, in order to waive bank fees.

**Credit Risk:** A type of investment risk. The risk that the issuer of a security will default or fail, or that the issuer's credit rating will be lowered. If one of these events occurs, part or all of the invested principal in the security could be lost. Credit risk exposure can be affected by a concentration of deposits or investments in any ONE type of investment.

**Current Yield:** The annual interest rate divided by the current market price. Current yield is what a bond is actually yielding today as opposed to the yield to maturity or coupon rate.

**Custodial Agreement:** A written contract establishing the responsibilities of a custodian who holds collateral for deposits with financial institutions, investment securities or securities underlying repurchase agreements.

**Delivery vs. Payment (DVP):** This occurs when securities are delivered with an exchange of money or payment for the security.

**Discount:** (1) The difference between the purchase price (cost) of a security and its par (face) value. This discount represent the income to be earned on the security, and will be accreted over the life of the security. (2) A security selling below the original offering price shortly after the sale is also considered to be a discount. (3) In the context of bonds payable and investments, the amount by which par value exceeds the price paid for a security.

**Discount Securities:** Non-interest bearing money market securities that are issued at a discount and redeemed at maturity for the full face value.

**Face Value:** (1) The par value or maturity value of a security. (2) The redemption value printed on the face of the certificate. (3) The amount of the issuer's liability stated in the security document.

**Fair Market Value:** The price a willing buyer would purchase the security from a willing seller in a bona fide arm's length transaction.

**Federal Funds Rate:** The rate of interest at which banks with excess reserves charge other banks lacking these reserves for overnight loans in order for the bank in need to meet their reserve requirements. This important overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve "raises rates", the target federal funds rate is increased and other short-term security yields will follow. Since investment pools and money market funds invest heavily in short-term securities, their interest rates often approximate the federal funds rate at any given time.

**Federal Home Loan Bank (FHLB):** A banking institution that regulates and lends money to savings and loan associations, cooperative banks and other mortgage lenders in a manner that is similar to the Federal Reserve's relationship with commercial banks. The FHLB system is made up of 12 regional banks. The FHLB system raises money by issuing notes and bonds. It lends money to savings and loans and other mortgage lenders, based on the amount of collateral the borrowing institution can provide. The FHLB issues both callable and noncallable agency securities as well as discount notes.

**Federal Home Loan Mortgage Corporation (FHLMC):** The FHLMC, otherwise known as "Freddie Mac" is a publicly chartered agency that buys qualifying residential mortgages from lenders. It repackages these pooled mortgages into new securities that are backed by the pooled mortgages, provides certain guarantees, and then resells them in the open market. They issue both callable and noncallable agency securities as well as discount notes.

**Federal Housing Administration (FHA):** The federally sponsored agency that insures lenders against loss on residential mortgages.

**Federal National Mortgage Association (FNMA):** The FNMA, otherwise known as "Fannie Mae", is a federal corporation that operates under the auspices of the United States Department of Housing and Urban Development (HUD). This corporation is the largest single provider of residential mortgage funds in the U.S. FNMA is a private stockholder-owned corporation that purchases a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. It purchases conventional and insured mortgages from governmental

agencies such as the FHA and VA. Its securities are highly liquid and widely accepted. FNMA issues both callable and noncallable agency securities as well as discount notes.

**Federal Reserve Bank (or the Fed):** Any one of 12 federally chartered banks established to maintain reserves, issue bank notes, and lend money to member banks.

**Government Accounting Standards Board (GASB):** Established in 1984 as an arm of the Financial Accounting Foundation, it is responsible for developing standards of financial accounting and reporting with respect to the activities of state and local governments.

**Government National Mortgage Association (GNMA):** The GNMA, otherwise known as “Ginny Mae” buys VA and FHA mortgages, then issues bonds that are secured by pools of these mortgages. An investor in this type of bond receives monthly payments of principal and interest that represent monthly mortgage payments by homeowners.

**Investment Pool (or Local Government Investment Pool):** A professionally managed pool of funds composed of cash deposits from a large group of cities, counties, school districts and local governments. In Texas, the ability to pool assets was created under the Local Government Cooperation Act. The pool manager purchases a portfolio of securities with the deposits and each pool participant owns a pro rata share in the portfolio.

**Investment Portfolio (or Portfolio):** The holdings of stocks, bonds, cash equivalents, or other assets by an individual, corporation, or institution.

**Investment Risk:** The total of all risks associated with an investment security.

**Market Value:** (1) The price at which a security is trading and could presumably be purchased or sold. (2) The current value of a security, which is determined by multiplying its par (face) value by the current market price. The unrealized gain or loss on a security can be calculated by subtracting the book value from the market value.

**Master Repurchase Agreement:** To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

**Maturity (or Maturity Date):** This refers to the date when the principal amount of a security or debt becomes due and payable.

**Money Market Account:** A savings account that generally earns interest at a higher rate than a regular savings account. Money Market accounts have a required minimum balance and other restrictions.

**Money Market Fund:** (1) A mutual fund that is invested in short-term investments. (2) An open end investment company (mutual fund) that invests in money market instruments. It is a highly liquid investment that pays money market rates of interest.

**Net Asset Value Funds (NAV):** A mutual fund whose share values fluctuate with changes in market prices. A net asset value fund seeks to offer a higher yield than a constant dollar fund (money market fund) by purchasing longer maturing securities. These net asset value funds experience market fluctuations due to the risk of the longer securities. These fluctuations will subject the investor to a higher level of market price and volatility risk than a constant dollar fund.

**Public Funds Investment Act (PFIA):** This act is Chapter 2256 of the Texas Government Code and details the state law governing the investment of public funds.

**Ratings:** Ratings are (1) designations used by investors or by services to give relative indications of credit quality. (2) In the context of bonds, a rating is normally an evaluation of credit-worthiness performed by an independent rating service.

**Repurchase Agreement (REPO):** An investment agreement involving the purchase of a security with a simultaneous agreement to repurchase that security at a specified price and date. REPO's may be used to earn income on idle cash at or near the federal funds market rate. A holder of securities sells them to an investor with a repurchase agreement. The buyer is in effect lending the seller money for the period of the agreement. The term of the repurchase agreement is structured to compensate the buyer. Dealers often use repurchase agreements to finance their positions. The exception occurs when the Fed is said to be doing repurchase agreements, in this instance it is lending money; i.e., increasing bank reserves. Repurchase agreements should always be governed by an executed PSA Master Repurchase Agreement between the investor and the dealer to reduce both these types of collateral risk.

**Settlement Date:** The purchase or sale date during which money actually changes hands.

**Treasury (or Treasuries):** A general term referring to U.S. Treasury securities.

**Treasury Bill (T-Bill):** A marketable, short-term, noninterest bearing, security that is issued by the U.S. Treasury at a discount to finance the national debt. They are issued to mature in three months (90 days), six months (180 days), or one year (365 days).

**Treasury Bond (T-Bond):** A marketable, long-term, fixed interest bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of more than 10 years.

**Treasury Note (T-Note):** A marketable, medium-term, coupon bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of 2 to 10 years.

**Weighted Average Maturity (WAM):** The common term, usually expressed in number of days, which represents a weighted average of the remaining term to maturity of all of the assets in an investment pool or securities portfolio. A longer WAM is generally indicative of more market risk. The maximum WAM for AAA-rated money market pools in Texas is 60 days. An SEC money market fund may have a 90-day WAM.

**Yield:** Yield is the return, expressed as a percentage, a security will earn as a result of both the coupon rate and any discount or premium paid. A yield will exceed the coupon if purchased at a discount (and vice-versa).





## **REQUEST FOR APPROVAL FOR SALE OF SURPLUS PROPERTY**

Attached please find a request for the ECISD Board of Trustees to approve the sale of surplus property which sold at auction for more than the salvage value and more than \$5,000 each.

**Albessa Chavez**  
Director of Finance  
(432) 456.9701  
P.O. Box 3912 Odessa, TX 79760  
[albessa.chavez@ectorcountyisd.org](mailto:albessa.chavez@ectorcountyisd.org)



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**Date: August 9, 2022**

**To: Deborah Ottmers, CFO**

**From: Albessa Chavez, Director of Finance  
Michael Carrillo, Assistant Director of Finance  
Luisana Mauricio, Finance Accountant**

**Subject: Auction Summary Report**

Per Board policy CI (LOCAL), the Board shall approve disposal of unnecessary materials, equipment, personal property such as vehicles, and supplies with a value greater than \$5,000.

A vehicle auction was held in August 2022 to dispose of surplus vehicles. Below is a listing of those vehicles whose value is greater than \$5,000.

<b>Description</b>	<b>Amount</b>
2012 IC Corp CE300 School Bus	\$ 5,550.00
2012 IC Corp CE300 School Bus	\$ 5,600.00
2010 International Harvest CE-300 School Bus	\$ 5,000.00
2009 Blue Bird A3RE	\$ 6,750.00
2009 Blue Bird A3RE	\$ 6,607.00
2009 Chevrolet Tahoe	\$ 5,450.00
<b>Total</b>	<b>\$ 34,957.00</b>



## **REQUEST FOR APPROVAL OF PERMIAN HIGH SCHOOL CHOIR STUDENT OUT-OF-STATE TRAVEL TO NASHVILLE, TN**

The Permian High School Choir is requesting to travel to Nashville, TN, from March 10-14, 2023. The purpose of the trip is to perform at the Country Music Hall of Fame, Grand Ole Opry, and participate in a variety of education activities. The group will consist of approximately 50-75 students and chaperones. Preliminary cost projections are \$1,886 per participant, and the students will be fundraising a portion of this money. The cost of the trip will cover all transportation, activities, and housing expenses. Trip insurance is required for all participants, in the event that the trip needs to be cancelled due to COVID.

STUDENT ACTIVITIES  
TRAVEL

EXTRA-CURRICULAR  
STUDENT TRAVEL APPROVAL FORM

Student travel must be approved based on the direct benefits for the students. The trip must have approval of Superintendent or designee before any travel arrangements and reservations are made or students and parents become involved with any facet of the trip. Out-of-state travel must have Board approval.

Name of Group: Permian Choir Campus / Department: Permian High School  
Location: Memphis/Nashville Grades Involved: 9-12 Number of Students: 50-100  
Departure Date: 3/10 Time: 5:00 (AM/PM) Return Date: 3/14 Time: 11:45 (AM/PM)  
Number of Instructional Days: 1/2 day

The sponsor has checked the number of accrued days for each participant?  Yes  No

(Please attach a complete trip description, proposed itinerary, and justification)

Funding source:  District Budget  Campus Budget  Department Budget  Activity Fund  Personal

Trip function:  Curricular  Extracurricular  Competition

Trip profile:  In-state  Out-of-state  International

Transportation mode:  School Bus  School Suburban  Activity Bus  Charter Bus  Plane

Does the trip require fund-raisers?  Yes  No

Are deadlines established to guide the sponsor if the trip has to be canceled due to lack of funding?  Yes  No

What is the ratio of sponsors to students? Sponsors 1 / Students 6

Student orientation - Date: 10/22 1/30 2/27 Time: 6:30 pm Location: DHS Choir Room

Parent orientation - Date: 10/22 1/30 2/27 Time: 6:30 pm Location: DHS Choir Room

Sponsor orientation - Date: 2/27 Time: 6:30 pm Location: DHS Choir Room

Sponsor criminal background check - Date: 10/22

Will any kind of insurance be required?  Yes  No

Will room and baggage searches be required?  Yes  No

Coach/Sponsor: Laurie Wash  
(Signature)

June 16, 2022  
(Date)

Principal Approval: Dalea G...  
(Signature)

6-16-22  
(Date)

Superintendent or Designee Approval: Michael...  
(Signature)

7-18-22  
(Date)

Board Approval: \_\_\_\_\_  
(Signature - Required for Out-of-State Travel)

\_\_\_\_\_  
(Date)



# MEMPHIS & NASHVILLE

## Permian High School Choir

### Friday, March 10th

Group one (32 seats)

- 4:00am Arrive at the Midland/Odessa Airport
- 5:00am Depart on American flight #3865
- 6:15am Arrive Dallas
- 7:00am Depart on American flight #2837
- 8:32am Arrive in Memphis!

Group two (32 seats)

- 6:00am Arrive at the Midland/Odessa Airport
- 8:16am Depart on American flight #3808
- 9:35am Arrive Dallas
- 10:15am Depart on American flight #2559
- 11:44am Arrive in Memphis!
- Meet your Green Light tour manager
- 12:15pm Load buses
- 1:00pm Enjoy lunch in Graceland
- 2:30pm Tour Elvis' home, Graceland!
- 4:30pm Perform on the plaza at Graceland
- 5:30pm Check into hotel
- 7:30pm Dinner and Live Music at Blues City Cafe on Beale Street
- 9:30pm Arrive back at hotel

### Saturday, March 11th

- Continental breakfast at hotel
- 8:00am Pack and load bus
- 9:00am Visit the Civil Rights Museum, where Dr. Martin Luther King Jr. was assassinated
- 11:15am Depart for Nashville

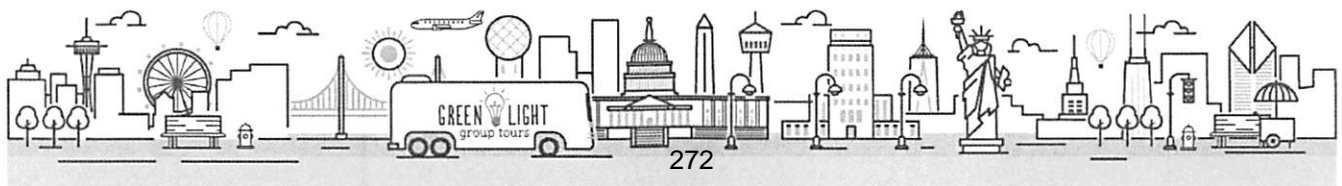
- Boxed lunch provided by Central BBQ
- 3:30pm Backstage tour of the Grand Ole Opry
- 4:45pm Dinner at Paula Deen's Family Kitchen
- 6:15pm Perform for the public in front of the Grand Ole Opry
- 7:00pm Enjoy the show at the Grand Ole Opry
- 10:00pm Check into hotel

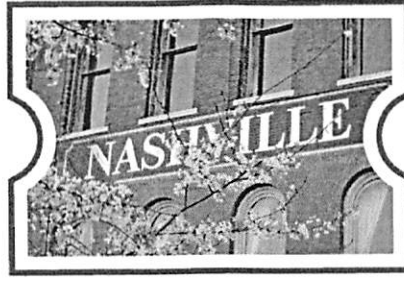
### Sunday, March 12th

- Continental breakfast at hotel
- 9:00am Load bus
- 9:30am Tour the historic RCA Studio B (where Elvis recorded many hits!)
- Enter the recording studio and record your own hit song (record song as a group)
- 11:30am Lunch at Swett's Southern Food
- 1:15pm Arrive at the Country Music Hall of Fame
- 1:30pm Performance in the atrium
- 2:00pm Tour the Country Music Hall of Fame
- 4:00pm Possible Q&A with a Nashville songwriter
- 5:30pm Dinner and line dancing at the Wildhorse Saloon
- 8:00pm Arrive back at hotel

### Monday, March 13th

- Continental breakfast at hotel
- 9:00am Load bus





## MEMPHIS & NASHVILLE

- 10:00am Tour of Belle Meade Plantation
- 12:00pm Lunch and shopping at Green Mills
- 3:00pm Explore the National Museum of African American Music
- 5:30pm Dinner and live Music at Ole Red
- 8:00pm Arrive back at hotel

### Tuesday, March 14th

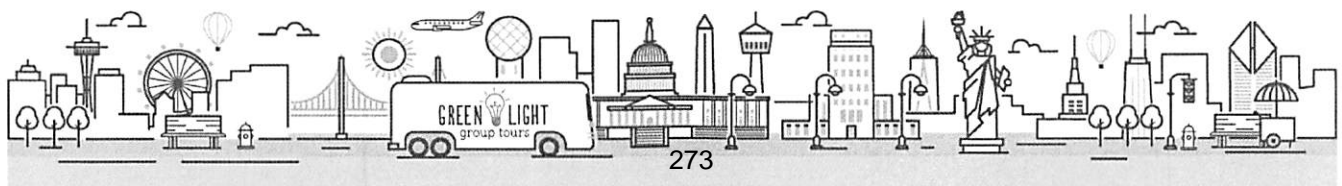
- Continental breakfast at hotel
- 9:00am Pack and load bus
- 10:00am Shopping and lunch at Opry Mills Mall
- 12:45pm Depart for the airport

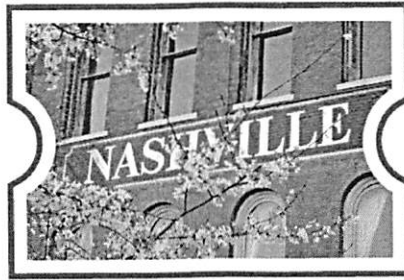
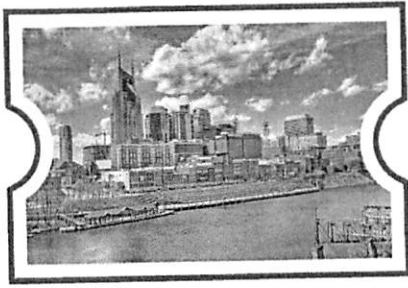
#### Group one (32 seats)

- 3:34pm Depart on American flight #1100
- 5:30pm Arrive Dallas
- Dinner in the airport (\$20 cash back)
- 6:50pm Depart on American flight #5738
- 8:14pm Arrive Midland/Odessa

#### Group two (32 seats)

- 5:39pm Depart on American flight #2244
- 7:55pm Arrive Dallas
- Dinner in the airport (\$20 cash back)
- 10:25pm Depart on American flight #4062
- 11:45pm Arrive Midland/Odessa





## MEMPHIS & NASHVILLE

### Ground Package Includes

- Round trip flight (estimated at \$565 per seat, does not include checked luggage fees)
- Motor coach transportation
- Dedicated tour manager
- Four nights lodging in interior corridor hotels
- Graceland
- Civil Rights Museum
- Historic Beale Street
- Historic RCA Studio B with recording session
- Backstage tour of the Grand Ole Opry
- Show at the Grand Ole Opry
- Performance at the Grand Ole Opry
- Country Music Hall of Fame
- Performance at the Country Music Hall of Fame
- Belle Meade Plantation
- National Museum of African American Music
- Breakfast daily at the hotels
- Boxed lunch from Central BBQ
- Lunch at Swett's Southern Food
- Dinner at Blue's City Cafe
- Dinner at Ole Red
- Dinner at the Wildhorse Saloon
- Dinner at Paula Deen's Family Kitchen
- Two-million-dollar liability insurance policy
- Name badges with emergency contact phone numbers and a mini itinerary
- Nighttime hotel security, so you can sleep

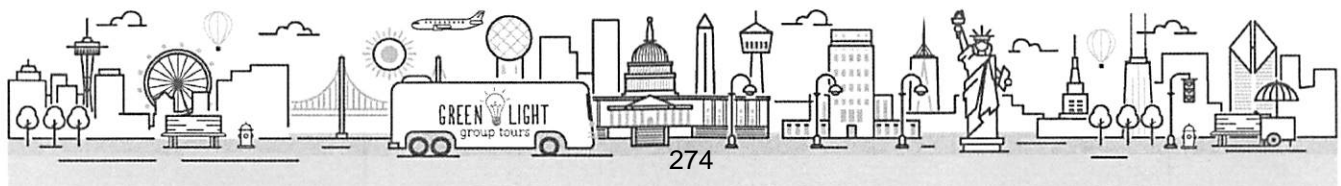
- Basic traveler's insurance- purchased on behalf of the traveler - to cover medical expenses and trip delays
- Four complimentary director's packages at single occupancy
- Online registration and billing

### Not Included

- Motor coach transportation transfers to/from school and the Midland/Odessa Airport
- Lunch at Opry Mills, Lunch at Green Mills, Lunch in Graceland, Dinner at the airport
- Checked luggage fees
- Keyboard/equipment rental

Minimum # Paying Travelers	50	60	70	80	90
Quad	<b>\$1,886</b>	\$1,962	\$1,881	\$1,820	\$1,773
Triple	<b>\$1,942</b>	\$2,019	\$1,938	\$1,877	\$1,829
Double	<b>\$2,056</b>	\$2,132	\$2,051	\$1,990	\$1,943
Single	<b>\$2,396</b>	\$2,472	\$2,391	\$2,330	\$2,283

\*Price is an estimate and is subject to change





**REQUEST FOR APPROVAL OF PERMIAN HIGH SCHOOL  
ORCHESTRA STUDENT OUT-OF-STATE TRAVEL TO GERMANY &  
AUSTRIA**

The Permian High School Orchestra is requesting to travel to Germany & Austria from July 6-18, 2023. The purpose of the trip is to tour and perform at historic musical sites in Europe. The group will consist of approximately 40-50 students and chaperones. Preliminary cost projections are \$6,008 per participant, and the students will be fundraising a portion of this money. The cost of the trip will cover all transportation, activities, and housing expenses. Trip insurance is required for all participants, in the event that the trip needs to be cancelled due to COVID.

STUDENT ACTIVITIES  
TRAVEL

EXTRA-CURRICULAR  
STUDENT TRAVEL APPROVAL FORM

Student travel must be approved based on the direct benefits for the students. The trip must have approval of Superintendent or designee before any travel arrangements and reservations are made or students and parents become involved with any facet of the trip. Out-of-state travel must have Board approval.

Name of Group: SATIN STRINGS Campus / Department: PERMIAN HS / ORCH  
Location: \_\_\_\_\_ Grades Involved: 10-12 Number of Students: 40+  
Departure Date: JULY 6 2023 Time: 6 AM (AM/PM) Return Date: JULY 18 Time: 10 AM/PM  
Number of Instructional Days: 0

The sponsor has checked the number of accrued days for each participant?  Yes  No

(Please attach a complete trip description, proposed itinerary, and justification)

Funding source:  District Budget  Campus Budget  Department Budget  Activity Fund  Personal

Trip function:  Curricular  Extracurricular  Competition

Trip profile:  In-state  Out -of-state  International

Transportation mode:  School Bus  School Suburban  Activity Bus  Charter Bus  Plane

Does the trip require fund-raisers?  Yes  No

Are deadlines established to guide the sponsor if the trip has to be canceled due to lack of funding?  Yes  No

What is the ratio of sponsors to students? Sponsors 1 / Students 4

Student orientation - Date: JUNE 1 2023 Time: 7 PM Location: PHS  
Parent orientation - Date: " Time: " Location: "  
Sponsor orientation - Date: " Time: " Location: "

Sponsor criminal background check - Date: IF APPROVED

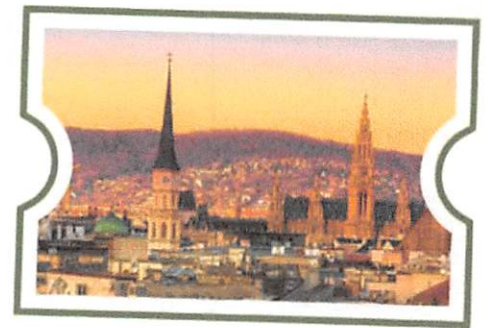
Will any kind of insurance be required?  Yes  No  
Will room and baggage searches be required?  Yes  No

Coach/Sponsor: [Signature] (Signature) 5/20/2022 (Date)

Principal Approval: [Signature] (Signature) 6-6-22 (Date)

Superintendent or Designee Approval: [Signature] (Signature) 7-18-22 (Date)

Board Approval: \_\_\_\_\_ (Signature - Required for Out-of-State Travel) \_\_\_\_\_ (Date)



# SOUND OF MUSIC

## Permian High School Orchestra

### Thursday, July 6th

- Depart Midland/Odessa on flights TBD
- Dinner in the connecting airport (on own)
- Depart on flights TBD

### Friday, July 7th

- Arrive in Munich, Germany!
- Meet your Green Light tour manager
- Board motorcoach and depart for Innsbruck
- Lunch stop on the way (on own)
- Visit Swarovski Crystal World
- Check into hotel in Innsbruck
- Dinner at the hotel

### Saturday, July 8th

- Continental breakfast at the hotel
- Guided walking tour of Innsbruck, the Capital of the Alps, where you will see medieval houses, Golden Roof, the Hofburg Palace and the Ambras castle
- Free time for lunch and shopping (on own)
- Performance at the Vier und Einzig Cultural center
- Enjoy a traditional Austrian feast at a local restaurant

### Sunday, July 9th

- Continental breakfast at the hotel
- Depart for Salzburg, Mozart's birthplace and the setting for the famous Broadway musical, The Sound of Music
- Lunch in Salzburg (on own)

- Ride the funicular up to Hohensalzburg Fortress, the mightiest fortress of Central Europe
- Check into hotel in Salzburg
- Enjoy an authentic Austrian dinner at the Augustiner Braustube, the original home of Augustine Monks in the middle ages

### Monday, July 10th

- Continental breakfast at the hotel
- Guided tour of Salzburg's famous sites and historic places including Saint Peter's Abbey and Mozart's home
- Lunch (on own)
- Visit Mirabell Palace & Gardens, the setting for the film "The Sound of Music"
- Outdoor performance at Mirabell Palace & Gardens
- Enjoy a "Sound of Salzburg" traditional Austrian dinner and live entertainment

### Tuesday, July 11th

- Continental breakfast at hotel
- Check out of hotel
- Stop in Mondsee to see St Michael's Church, the Sound of Music's "wedding church"
- Free time for lunch (on own) in Melk Village
- Visit the Melk Abbey
- Check into hotel in Vienna
- Dinner at the hotel





# SOUND OF MUSIC

## Wednesday, July 12th

- Continental breakfast at hotel
- Guided walking tour of Vienna where you will see Parliament, City Hall, the Imperial Palace, the Cathedral and Central Cemetery
- Free time for lunch (on own) and shopping in Vienna
- Visit the Royal Residence, Hofburg, and Imperial Apartments.
- Dinner at the hotel

## Thursday, July 13th

- Continental breakfast at hotel
- Visit the Vienna Opera House
- Free time for lunch (on own) and shopping in Vienna
- Performance in the Haus der Musik's inner courtyard
- Diner at a local restaurant
- Enjoy a performance by the Wiener Residenz Orchestra

## Friday, July 14th

- Continental breakfast at hotel
- Check out of hotel and depart for Prague
- Free time for lunch and shopping in Telc (on own)
- Check into hotel in Prague
- Free time to explore
- Enjoy dinner at a traditional Chech restaurant

## Saturday, July 15th

- Continental breakfast at hotel

- Guided tour of Prague's famous sites and historic places to include Prague Castle Complex, Golden Lane, and Charles Bridge
- Free time for lunch (on own) and shopping in Prague
- Performance in St. Nicholas Church
- Dinner cruise

## Sunday, July 16th

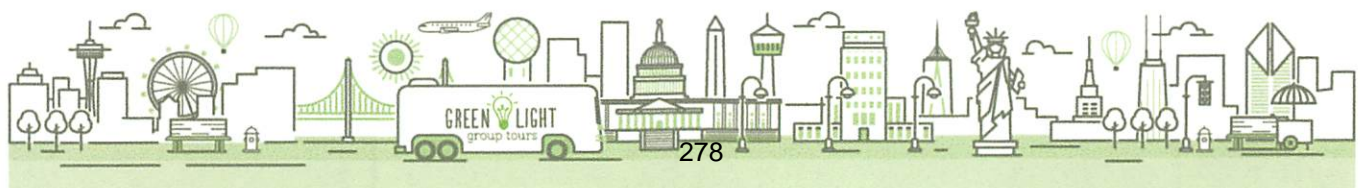
- Continental breakfast at hotel
- Pack and load bus
- Visit the Dachau Concentration Camp Memorial
- Lunch (on own)
- Arrive in Munich, check into hotel
- Dinner at a local German restaurant

## Monday, July 17th

- Continental breakfast at hotel
- Guided walking tour of Munich
- Free time for lunch (on own) and shopping
- Dinner at the famous Hofbrauhaus with Bavaria entertainment

## Tuesday, July 18th

- Continental breakfast at hotel
- Depart for the Munich Airport
- Return home on flights TBD
- Arrive back in Midland/Odessa





# SOUND OF MUSIC

## Ground Package Includes

- Roundtrip transoceanic flight (estimated at \$1550 per person, includes one checked bag)
- Motorcoach transportation in Europe
- Dedicated tour manager
- 11 nights lodging
- Breakfast daily
- 11 dinners
- All entrances, admissions, tours and attractions as noted in the itinerary
- Four concerts
- Rental of four bases and six cellos
- Two million dollar liability insurance policy
- Name badges with emergency phone numbers
- Basic traveler's insurance with coverage for medical expenses and trip delays
- Four complimentary travel packages: two at double occupancy and two at single occupancy

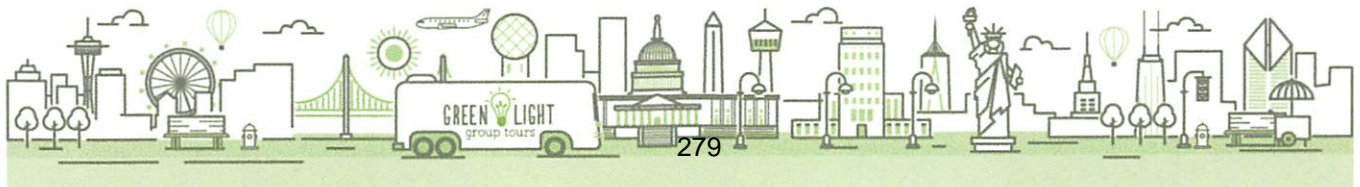
Minimum # Paying Travelers	30	40	50	55	60
Double	\$6,008	\$5,451	\$5,139	\$5,596	\$5,022
Single	\$6,492	\$5,935	\$5,623	\$5,596	\$5,022

*Pricing is based on an estimated flight cost. Flights open 11 months in advance. All inclusions are subject to availability. We do not book any reservations until a contract has been established.*

## Does Not Include

- Bus transfers to/from Midland Odessa Airport
- Lunches
- Meals eaten while traveling to and from Europe
- Sodas at meals
- COVID test to return home (about \$60)
- ETIAS Visa Waiver (about \$12)

\*Each traveler must have a passport valid until January 1st, 2024





**REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS  
APPRAISERS FOR 2022-2023**

Last Name	First Name	Role	Status	Year
ACOSTA	MARGARITA	School Administrator	Certified	2022-2023
AGUILAR	PRISCILLA	Assistant School Administrator	Certified	2022-2023
ARANDA	MARIBEL	School Administrator	Certified	2022-2023
ARROTT	MICAH	School Administrator	Certified	2022-2023
BIZZELL	JENNIFER	School Administrator	Certified	2022-2023
BRAZIEL SMITH	ANGELA	Assistant School Administrator	Certified	2022-2023
BREWSTER	AUNDREA	School Administrator	Certified	2022-2023
BROOK	LOLA	Assistant School Administrator	Certified	2022-2023
BUENO	ERIN	School Administrator	Certified	2022-2023
BYRD	DEBRA	Assistant School Administrator	Certified	2022-2023
CHAVEZ	JENNIE	School Administrator	Certified	2022-2023
CRIER	ZENOVIA	School Administrator	Certified	2022-2023
CRISSINGER	MARK	Assistant School Administrator	Certified	2022-2023
DANNHEIM	PAULA	School Administrator	Certified	2022-2023
DOMINGUEZ	JUAN	School Administrator	Certified	2022-2023
FULTON	MARY	District Administrator	Certified	2022-2023
GALINDO	ADONICA	Assistant School Administrator	Certified	2022-2023
GALINDO	TANYA	School Administrator	Certified	2022-2023
GARCIA	ALEJANDRA	Assistant School Administrator	Certified	2022-2023
GARCIA	ANTHONY	School Administrator	Certified	2022-2023
GONZALEZ	CRISTABEL	School Administrator	Certified	2022-2023
GONZALEZ	NORA	School Administrator	Certified	2022-2023
GUTIERREZ	SAN JUANA	Assistant School Administrator	Certified	2022-2023
HAGOOD	TANIA	School Administrator	Certified	2022-2023
HAWLEY	MICHAEL	District Administrator	Certified	2022-2023
HELPERICH	HEIDI	District Administrator	Certified	2022-2023
HENDRICKS	SUSAN	District Administrator	Certified	2022-2023
HERNANDEZ	YVETTE	Assistant School Administrator	Certified	2022-2023
HINER	MISTY	District Administrator	Certified	2022-2023
HUTCHINS	MARY	School Administrator	Certified	2022-2023
IKER	WILLIAM	School Administrator	Certified	2022-2023
JEFFERY	ARDRAYDA	Assistant School Administrator	Certified	2022-2023
KEAST	MICHELLE	Assistant School Administrator	Certified	2022-2023
KING	LALONNIE	Assistant School Administrator	Certified	2022-2023
LEWALLEN	MICHELLE	Assistant School Administrator	Certified	2022-2023
LEYVA	MAYRA	District Administrator	Certified	2022-2023
LOPEZ	CLAUDIA	Assistant School Administrator	Certified	2022-2023
LUJAN	YSMAEL	Assistant School Administrator	Certified	2022-2023
LUMPKIN	LINDSEY	Assistant School Administrator	Certified	2022-2023
MAGNESS	JAMES	Assistant School Administrator	Certified	2022-2023
MAHAFFEY	SHERYL	Assistant School Administrator	Certified	2022-2023
MAHANA	JERRY	Assistant School Administrator	Certified	2022-2023
MARQUEZ	CRYSTAL	School Administrator	Certified	2022-2023
MARQUEZ	MAURICIO	District Administrator	Certified	2022-2023
MARSHALL	JULIE	School Administrator	Certified	2022-2023
MARTINEZ	BEATRICE	School Administrator	Certified	2022-2023
MARTINEZ	SAM	School Administrator	Certified	2022-2023
MATA	BEATRIS	District Administrator	Certified	2022-2023
MATA	JOSIE	Assistant School Administrator	Certified	2022-2023
MCLANE	FALLON	School Administrator	Certified	2022-2023

MELENDEZ	LAURA	Assistant School Administrator	Certified	2022-2023
MILLER	JAIME	District Administrator	Certified	2022-2023
MILLER	KARL	School Administrator	Certified	2022-2023
MONTALVO	TRISHA	Assistant School Administrator	Certified	2022-2023
MORAN	STEPHANIE	School Administrator	Certified	2022-2023
NALL	KYRSTEN	District Administrator	Certified	2022-2023
NANEZ	LILIA	District Administrator	Certified	2022-2023
NORMAN	JANA	Assistant School Administrator	Certified	2022-2023
ONTIVEROZ	RICHARD	Assistant School Administrator	Certified	2022-2023
ORTIZ	CHRISTOPHER	Assistant School Administrator	Certified	2022-2023
ORTIZ	DOROTHY	School Administrator	Certified	2022-2023
ORTIZ	NOE	School Administrator	Certified	2022-2023
PINA	ANGELA	Assistant School Administrator	Certified	2022-2023
PUGH	CHRISTIAN	Assistant School Administrator	Certified	2022-2023
RAMAGE	JAMES	School Administrator	Certified	2022-2023
RAMIREZ	BECKY	Assistant School Administrator	Certified	2022-2023
RAMIREZ	GERARDO	School Administrator	Certified	2022-2023
RAMIREZ	REBECCA	Observer	Certified	2022-2023
RASH	SHELLEY	Assistant School Administrator	Certified	2022-2023
REDDELL	ERIN	Assistant School Administrator	Certified	2022-2023
REDMAN	JESSICA	School Administrator	Certified	2022-2023
REECE	TERRANCE	Assistant School Administrator	Certified	2022-2023
RHODES	LYNDA	District Administrator	Certified	2022-2023
RIVERA	VALERIE	School Administrator	Certified	2022-2023
RODRIGUEZ	ANGEL	Assistant School Administrator	Certified	2022-2023
RODRIGUEZ	RAQUEL	School Administrator	Certified	2022-2023
ROE	KRISTEN	Assistant School Administrator	Certified	2022-2023
RUSSELL	AMY	School Administrator	Certified	2022-2023
SALCIDO	BETSABE	District Administrator	Certified	2022-2023
SALINAS	CHRISTINA	Assistant School Administrator	Certified	2022-2023
SESSIONS	ELISHA	School Administrator	Certified	2022-2023
SMITH	KAMYE	School Administrator	Certified	2022-2023
SMITH	SALLY	Assistant School Administrator	Certified	2022-2023
STANSELL	KELLY	District Administrator	Certified	2022-2023
STRAW	JOHNA	Assistant School Administrator	Certified	2022-2023
STRAW	SCOT	Assistant School Administrator	Certified	2022-2023
STYLES	DELESA	School Administrator	Certified	2022-2023
TAVAREZ	LAUREN	District Administrator	Certified	2022-2023
VALDERAZ	ROSE	Assistant School Administrator	Certified	2022-2023
VILLAREAL	SAMANTHA	Assistant School Administrator	Certified	2022-2023
WALLACE	SHENNA	Assistant School Administrator	Certified	2022-2023
WARBER	AMANDA	School Administrator	Certified	2022-2023
WATSON	JASON	School Administrator	Certified	2022-2023
WATTS	MEGAN	District Administrator	Certified	2022-2023
WEEKLY	WILLIAM	School Administrator	Certified	2022-2023
WILLIAMSON	MICHAEL	Assistant School Administrator	Certified	2022-2023
WILLISON	TERESA	School Administrator	Certified	2022-2023
WILLS	LISA	District Administrator	Certified	2022-2023
WORKMAN	JAMES (JIM)	School Administrator	Certified	2022-2023



**REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS  
CALENDAR FOR 2022-2023**



## T-TESS APPRAISAL CALENDAR 2022-2023

T-TESS Orientation & Refresher Window	August 2, 2022 – August 31, 2022
First Day for Walkthroughs	September 2, 2022
First Day for Formal Observation	September 2, 2022
Goal Setting & Professional Development Plan Conferences Deadline <i>*required for teachers in the first year of T-TESS appraisal or teachers new to the district</i>	September 12, 2022 (due)
Goal Setting & PD Plan Part I	September 23, 2022 (due)
Late Hires - First Day for Formal Observation	2 weeks after orientation
Last Day for Formal Observations for all New Teachers and those on Probationary Contracts or Growth Plan	December 15, 2022
Last Day for Formal Observations for all other teachers	March 9, 2023
Late Hires - Goal Setting & PD Plan Conference	Within 6 weeks from the date of Orientation
Goal Setting & PD Plan Part II and Domain IV Evidence	April 14, 2023 (due)
End of Year Summative Conference	April 28, 2023 (due)

### T-PESS APPRAISAL CALENDAR 2022-2023

School Site Visits / Informal Assessment	Begin August 12, 2022
T-PESS Orientation & Refresher Window	July 19, 2022 – September 12, 2022
T-PESS Orientation – <i>Late Hires</i>	September 12, 2022 – October 8, 2022
Self-Assessment/BOY Goal Setting Window ( <i>Must be submitted prior to BOY Goal Setting Conference</i> )	August 12, 2022 – September 30, 2022
Self-Assessment/BOY Goal Setting – <i>Late Hires</i>	Within 3 weeks from the date of orientation
BOY Goal Setting/Refinement Conference	October 14, 2022 (due)
BOY Goal Setting/Refinement Conference - <i>Late Hires</i>	Within 5 weeks from the date of orientation
MOY Progress (Meeting Window)	December 12, 2022 – February 10, 2023
MOY Progress Toward Goal Attainment Form	February 10, 2023 (due)
Artifacts and Evidence Identification and Collection	May 19, 2023 (due)
EOY Performance Discussion Window	May 19, 2023- June 15, 2023
Final Evaluation and Goal Setting Meeting	June 22, 2023 (due)



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN ECISD AND EDUCATION FOUNDATION OF ODESSA, INC.**

Presented for your consideration is the Memorandum of Understanding between ECISD and the Education Foundation of Odessa, Inc., a nonprofit 501(c)(3) organization whose mission is to create opportunities for education in ECISD.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, executed on \_\_\_\_\_, 2022 between the **Ector County Independent School District**, a political subdivision of the state of Texas ("ECISD") and the **Ector County ISD Education Foundation, Inc.** (dba Education Foundation of Odessa), a 501 (c) (3) Texas nonprofit corporation ("Education Foundation").

ECISD and the Education Foundation hereby understand that:

- 1. the mission of the Education Foundation is to create opportunities for education in Ector County ISD. The vision is that every student in ECISD will be school-ready, college-ready, work-ready....**WORLD-READY!**;
- 2. when available, ECISD will utilize the resources provided by the Education Foundation to enhance education in its schools, and will support the Education Foundation's mission;
- 3. ECISD and the Education Foundation will collaborate together and use best efforts to support the other party; and
- 4. ECISD will provide the necessary and proper administrative support and office space for the Education Foundation to ensure that the Education Foundation's administrative operations are continuously effective.
- 5. Term: The initial term of the Agreement shall commence on the date of execution by each party, and shall continue from year to year until terminated as herein provided.
- 6. Termination: This Agreement may be terminated by a party, with or without cause, at any time by providing thirty (30) days prior written notice to the other party.

This Memorandum of Understanding is agreed upon by the Ector County Independent School District and the Education Foundation of Odessa, and evidenced below by the signature of each party's agent.

**ECTOR COUNTY INDEPENDENT  
SCHOOL DISTRICT**

**EDUCATION FOUNDATION OF ODESSA, INC.**

By: \_\_\_\_\_  
Dr. Scott Muri, Superintendent

By: \_\_\_\_\_  
Jay Arrick, Board President

\_\_\_\_\_  
Dr. Steve Brown, Board President



## **REQUEST FOR APPROVAL OF DATA SHARING AGREEMENT BETWEEN ECISD AND NWEA**

ECISD requests school board approval for the data sharing agreement between ECISD and NWEA. The purpose of this data sharing agreement is to grant permission to NWEA to conduct a study between MAP Growth scores and the state assessment scores to create the NWEA Texas Linking Study.

This study will examine the correspondence between the performance of the student's taking NWEA's MAP Growth assessments with their performance on the State of Texas Assessments of Academic Readiness (STAAR). This study will provide a gauge or metric for school teachers and administrators to determine students' likely performance on STAAR.

NWEA Data Sharing  
Texas

To further legitimate educational interest, Ector County ISD (District) grants permission to NWEA®, an Oregon non-profit organization that provides MAP® Growth™ assessment services to District, to conduct a study between MAP Growth scores and state assessment scores to create the NWEA Texas linking study. This study will examine the correspondence between the performance of student's taking NWEA's MAP Growth assessments with their performance on the State of Texas Assessments of Academic Readiness (STAAR). The study will provide a gauge or metric for school teachers and administrators to determine students' likely performance on STAAR state test. To complete this study, NWEA requires a sample of students who complete the assessments during the same testing season, and then NWEA completes a series of statistical analyses that permit NWEA to establish cut scores on MAP Growth that correspond to the various performance levels on STAAR.

For the purposes of the studies referenced above, the District agrees to release its STAAR student level scores for all available grades and subjects, for the 2021–2022 academic year for each of its students, along with student names, their associated student ID numbers and birth dates to NWEA along with the data field set forth in Appendix A.

District shall transmit data using an NWEA secure file transfer portal (SFTP). NWEA shall provide District with a District-specific SFTP folder with unique username and password. NWEA will delete files from the SFTP folder after downloading and storing files on a secure database. Further, District grants permission to NWEA to use personally identifiable student longitudinal MAP scores beginning with the 2021–2022 academic year. Pursuant to federal and state laws, NWEA as contractor performing work that otherwise would be performed by District and that is under the direct control of District for purposes of that work, may have access to this educational data. See 34 C.F.R. § 99.31(a). District acknowledges that it will comply with applicable federal and state privacy laws and regulations regarding the disclosure of personally identifiable information under this permission.

Each party shall maintain the necessary and appropriate privacy and data security controls to secure all personally identifiable student data in a commercially reasonable manner. Once data is received, recipient is responsible for safekeeping the data and for compliance with applicable law.

The following shall also apply to this permission:

- NWEA shall only disclose District's personally identifiable student data disclosed under this permission to NWEA employees required to perform the services outlined in this permission.
- Any NWEA employees having access to District's personally identifiable student data under this permission will be under a confidentiality and non-disclosure agreement with NWEA.
- NWEA will not sell or use any District personally identifiable student data for

- marketing or targeted advertising purposes.
- Personally identifiable student data shared under this permission shall remain the property of the District.
- In the event of a confirmed security breach of personally identifiable student data, NWEA will notify District as soon as practicable in accordance with applicable laws.

NWEA shall have policies and practices to secure and keep personally identifiable student data confidential.

This permission is governed by applicable state and federal data practices laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g, and related regulations at 34 C.F.R. Chapter 99.

This permission is effective from the date of the last signature until NWEA receives written notice of termination of this permission from the District or 5 years, whichever earlier. At that time, NWEA shall destroy all personally identifiable student data disclosed under this permission.

District \_\_\_\_\_

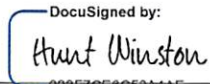
Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

NWEA

By:  \_\_\_\_\_  
Hunt Winston

Title: COO

Date: 7/28/2022

## Appendix A: Data for linking study

District will share the following data for these studies in a data template NWEA provides.

- State
- District Name
- School Name
- Local Student ID
- State Student ID
- Student Last Name
- Student First Name
- Student Middle Name
- Student Date of Birth
- Sex (e.g., Female or Male)
- Ethnicity (e.g., Hispanic or Not Hispanic)
- Race (e.g., American Indian, Black, Hispanic, White, etc.)
- Student Grade @ Time of Test
- Testing Term (e.g., Spring 2022)
- STAAR English 1 Scale Score (any applicable grades)
- STAAR English 1 Performance Level (any applicable grades)
- STAAR English 1 Test Date
- STAAR English 1 Retest (Yes/No)
- STAAR English 2 Scale Score (any applicable grades)
- STAAR English 2 Performance Level (any applicable grades)
- STAAR English 2 Test Date
- STAAR English 2 Retest (Yes/No)
- STAAR Biology Scale Score (any applicable grades)
- STAAR Biology Performance Level (any applicable grades)
- STAAR Biology Test Date
- STAAR Biology Retest (Yes/No)
- SPED (Yes/No)
- 504 (Yes/No)
- IEP (Yes/No)
- ELL (Yes/No)
- Free/Reduced lunch (Yes/No)



## **OPENING OF SCHOOLS UPDATE**

Dr. Scott Muri, Superintendent of Schools will provide an opening of school's update.



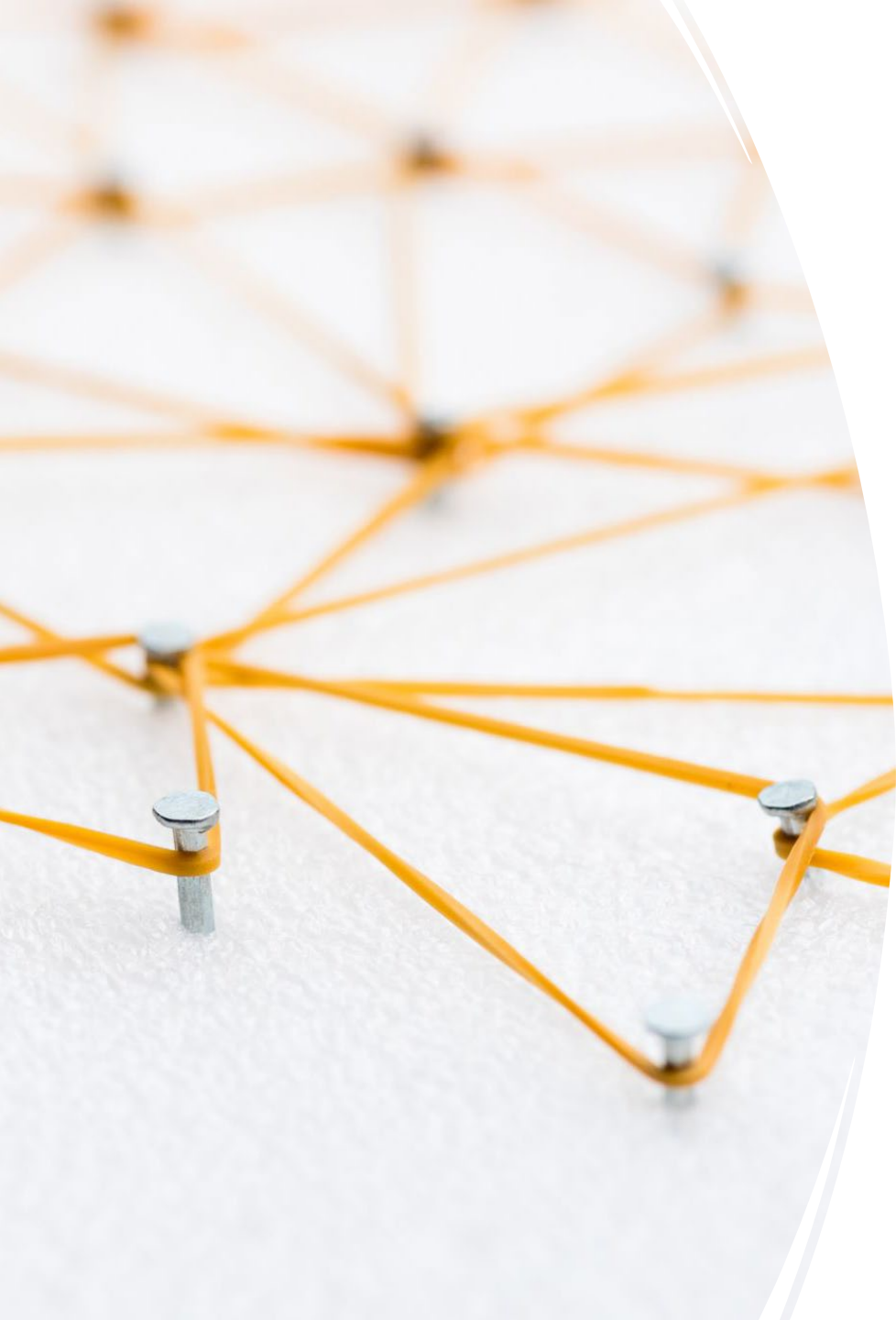
## **2021-2022 ACCOUNTABILITY RATINGS SUMMARY**

The Texas Education Agency publicly released the annual district and campus accountability ratings on August 15, 2022. A summary of those annual accountability ratings will be reviewed at this meeting. The accountability data tables available on the TEA public website have been masked to protect confidentiality of individual student results.



## **PRESENTATION AND DISCUSSION OF SPRING 2022 PANORAMA DATA**

School Connectedness, the belief held by students that adults and peers in the school care about their learning as well as about them as individuals, is measured as part of our Indicators of Success. Panorama is the tool used to measure the School Connectedness metric. Spring 2022 Panorama data will be presented along with some next steps to continue to increase the School Connectedness metric.



**Indicator  
of  
Success**

# School Connectedness

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Ector County ISD

# School Connectedness

## Indicator of Success

- The belief held by students that adults and peers in the school care about their learning as well as about them as individuals.
- Based on 4 Survey Scales
  - Sense of Belonging
  - School Climate
  - School Rigorous Expectations
  - School Engagement

Board Goals	Indicator of Success	Measure	District Baseline (SY2019)	SY2021 Goals	SY2022 Goals	SY2023 Goals	SY2024 Goals
1,2,3	School Connectedness	The belief held by students that adults and peers in the school care about their learning as well as about them as individuals.	59% <sup>6</sup>	60% <b>57% Actual</b>	61% <b>59% Actual</b>	62%	63%

# Panorama Student Survey ECISD Spring 2022

**18421**  
**Students**

**37**  
**Schools**

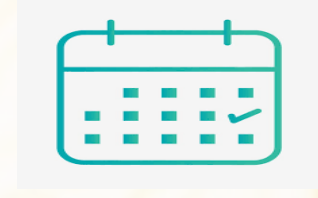
- **92%** of students shared feedback about their experiences in ECISD schools
- **33** schools had  $\geq 95\%$  participation rate



Gr. 3-12  
Students

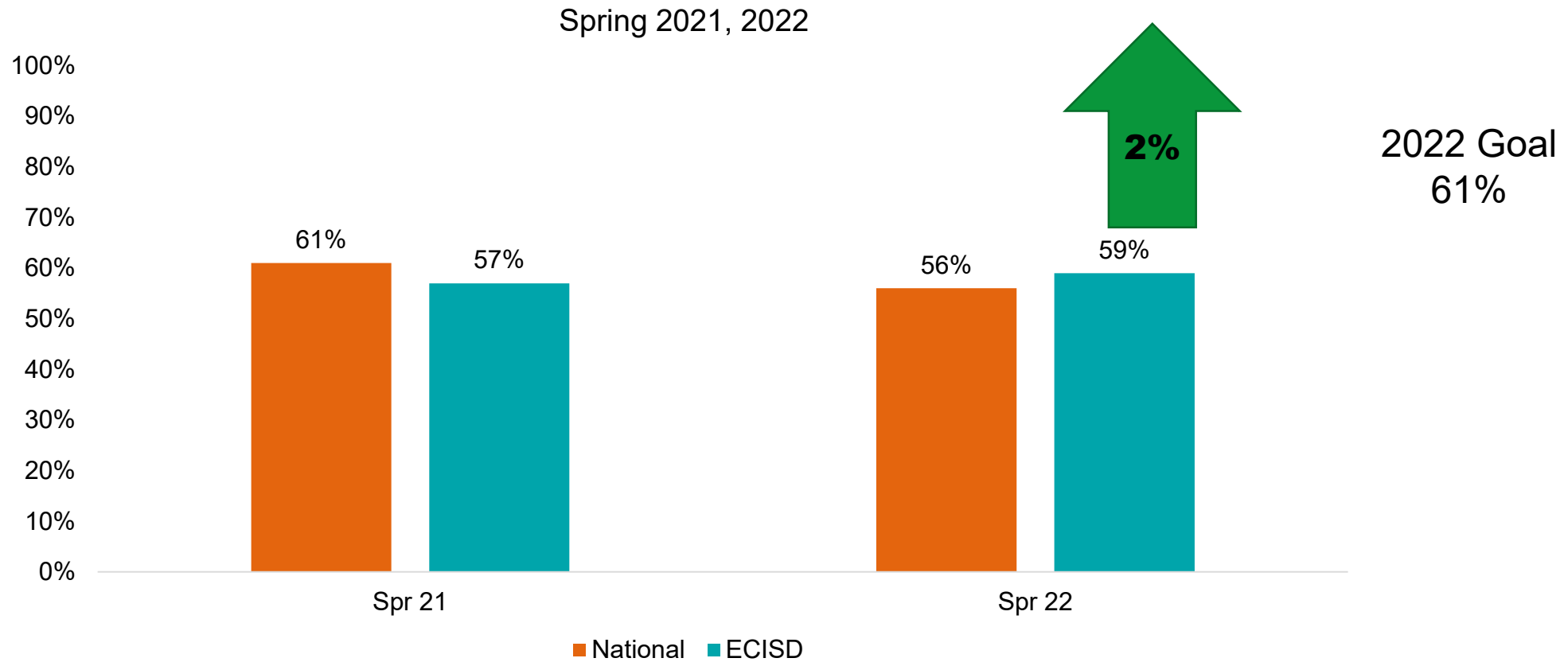


Students completed their  
surveys in class

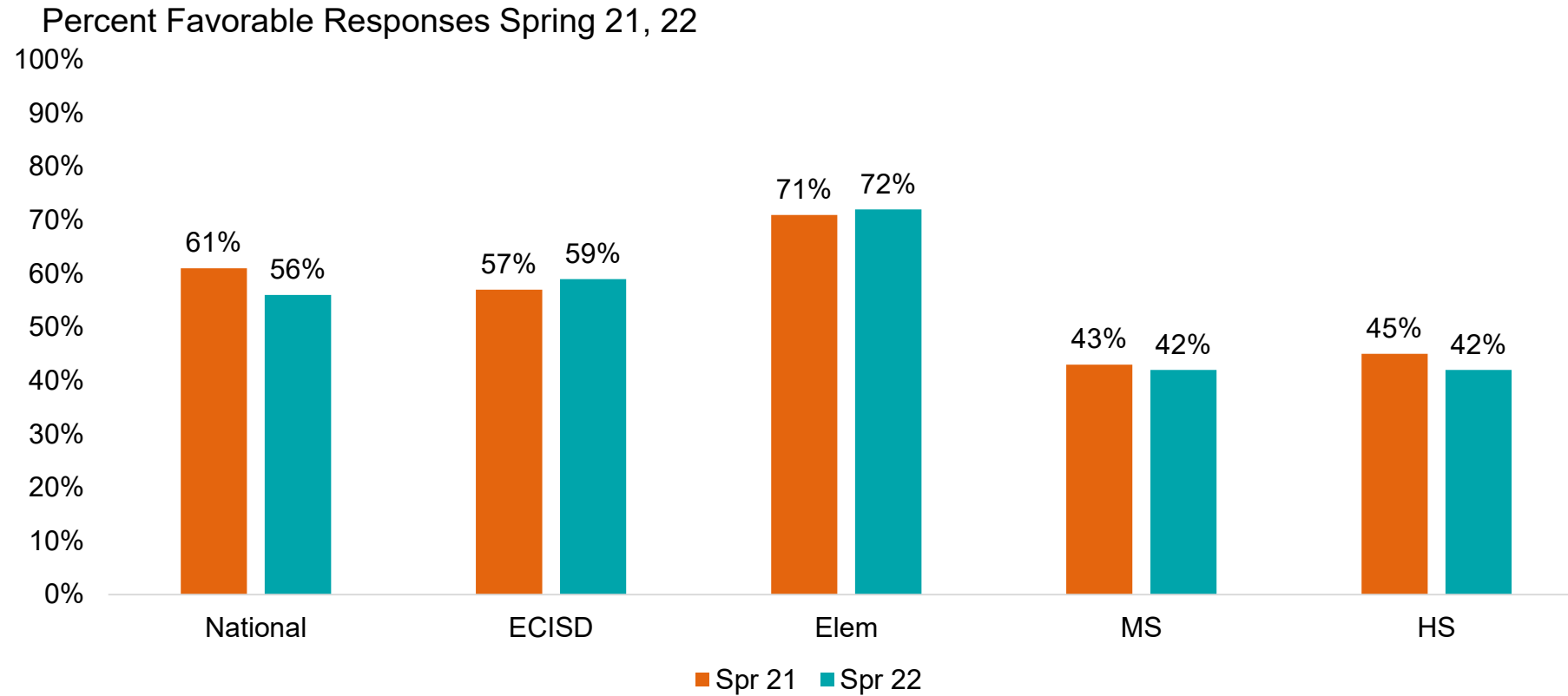


Students completed  
surveys between  
March 21 – April 1

# School Connectedness

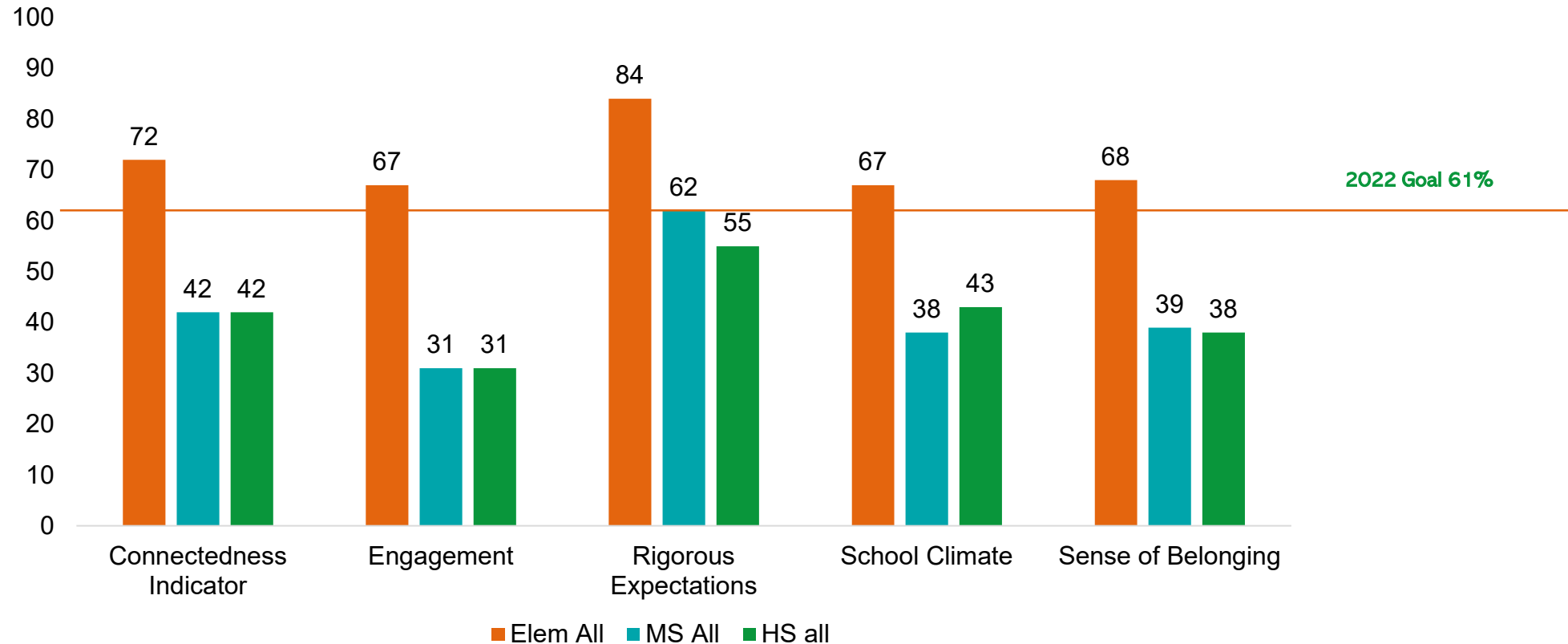


# School Connectedness



# School Connectedness

Percent Favorable Responses by Topic, Gr. 3-12

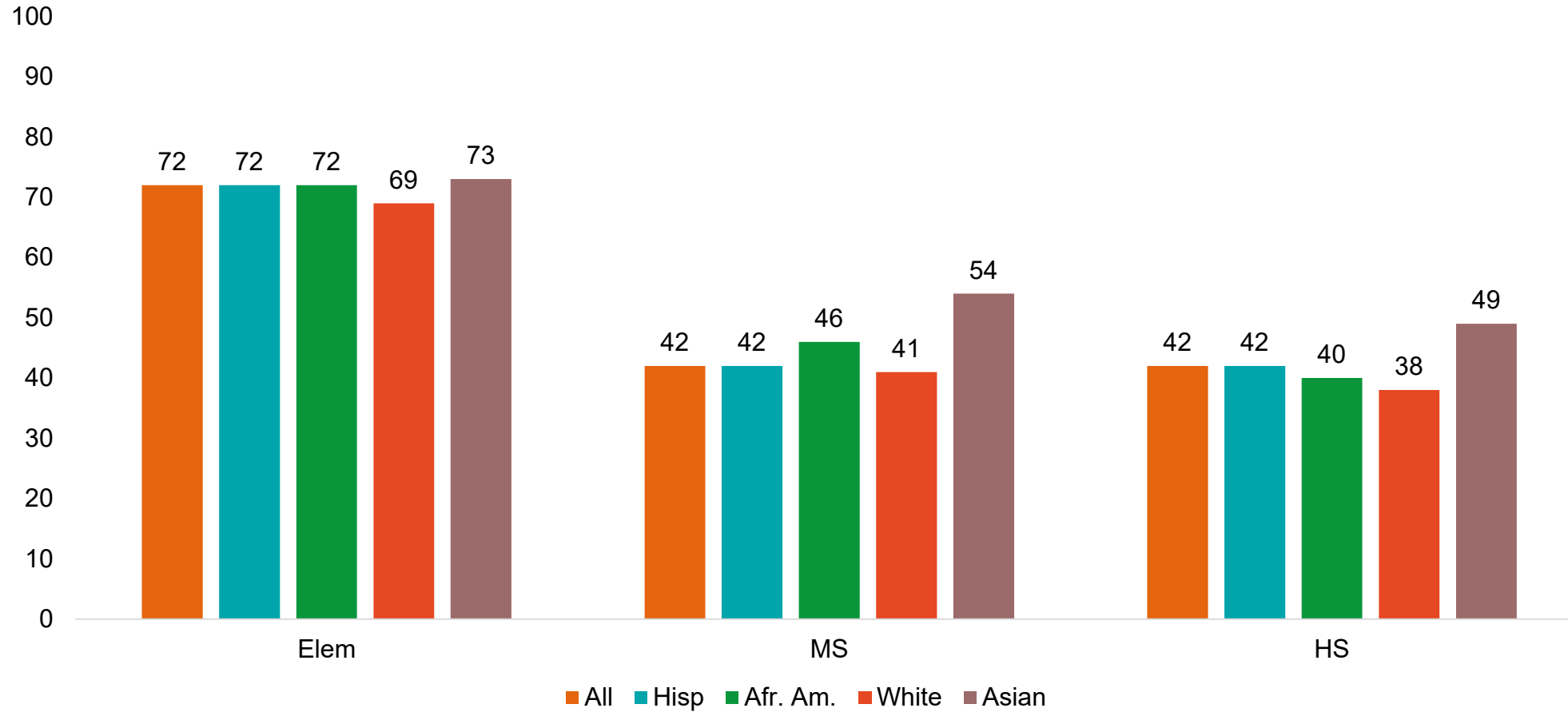


# School Connectedness

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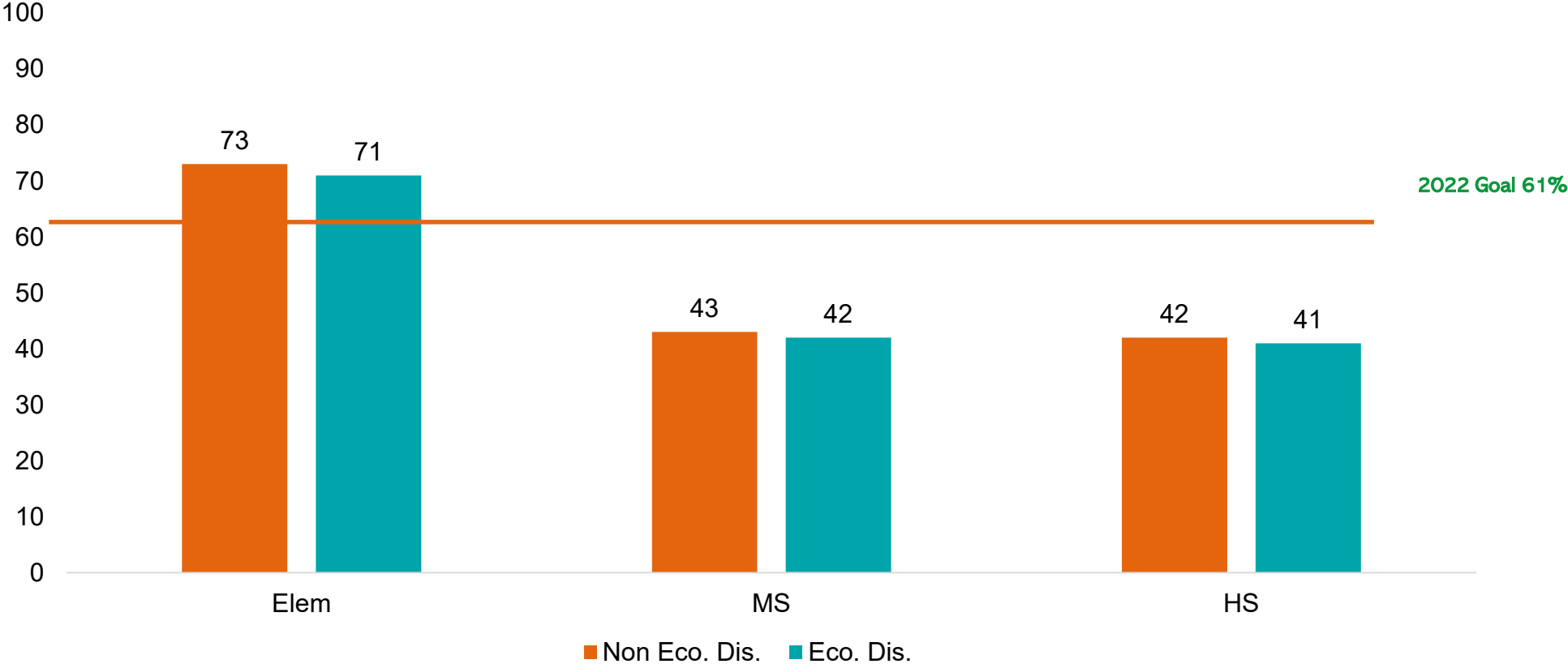
Student Groups

Spring 2022  
School Connectedness

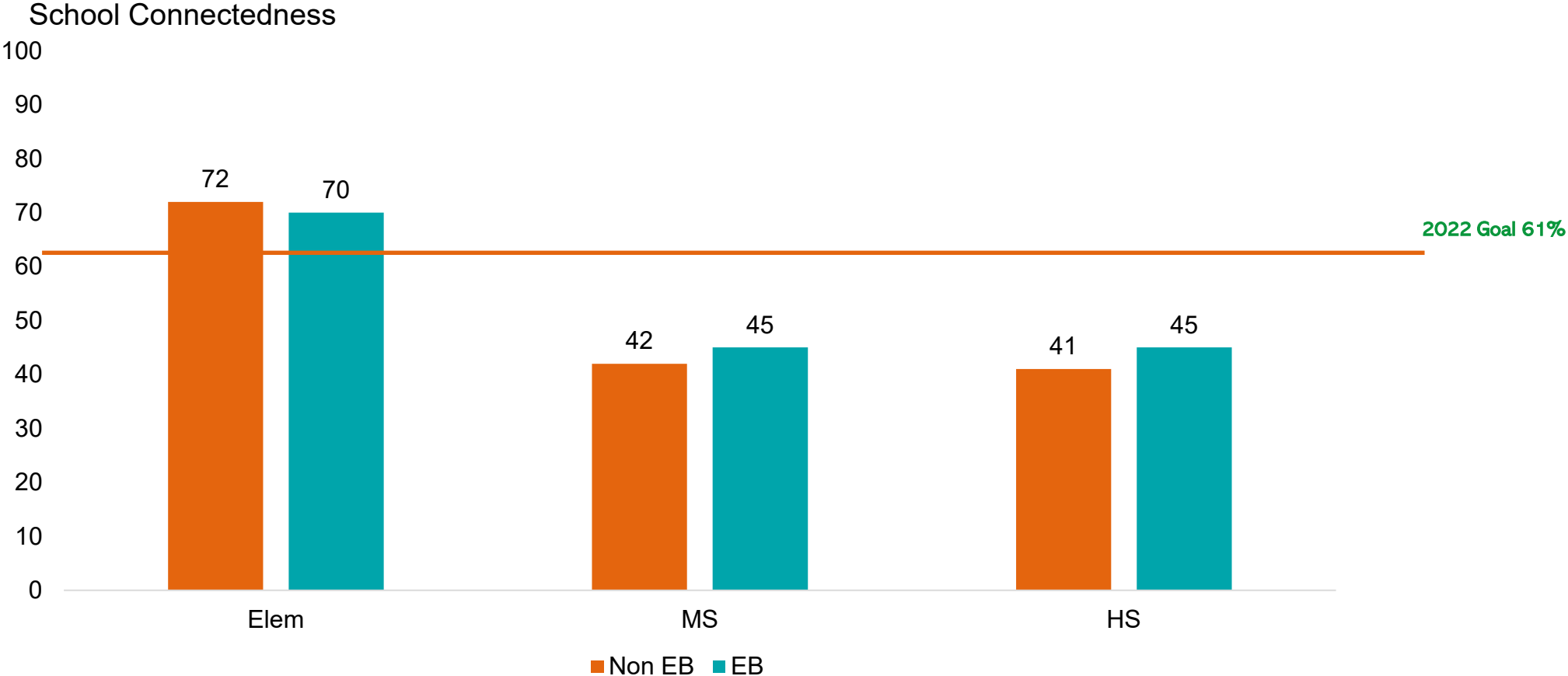


# Economically Disadvantaged Spring 2022

## School Connectedness

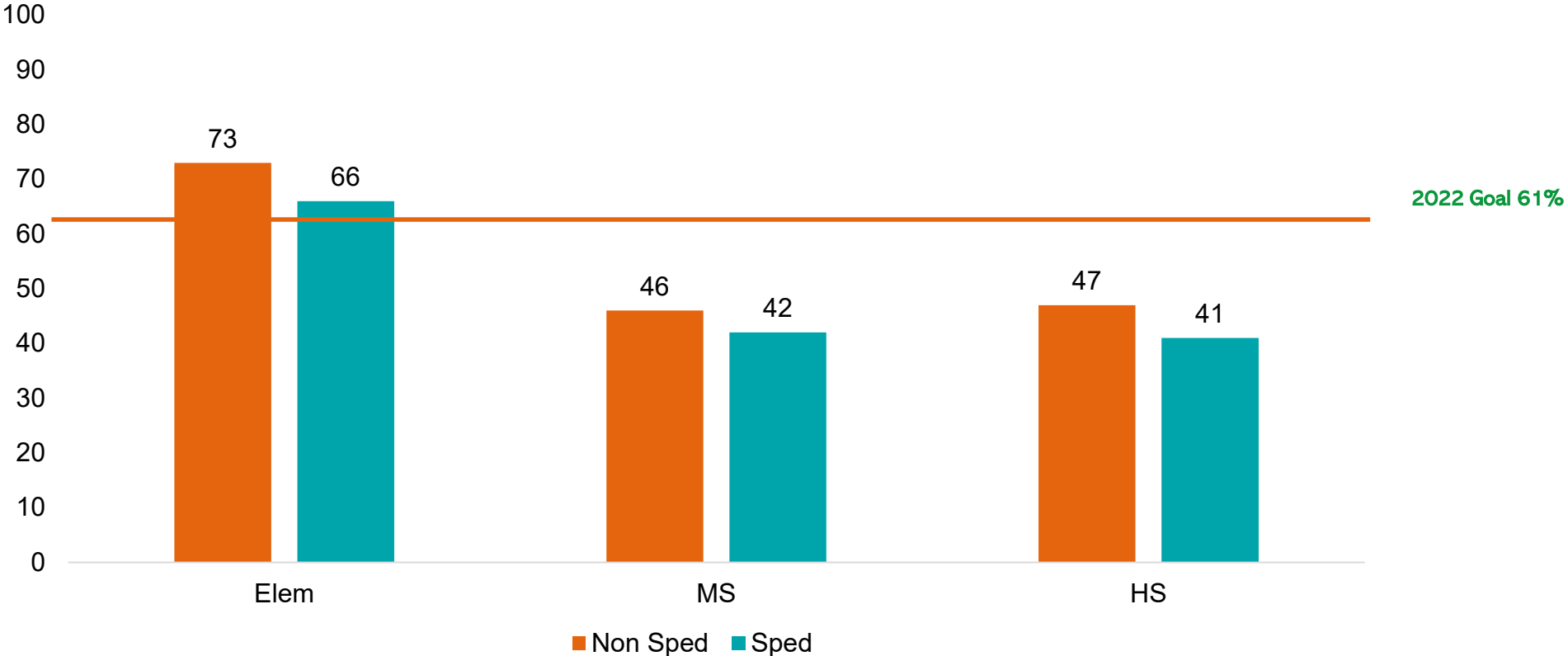


# Emergent Bilingual Spring 2022



# Special Education Spring 2022

## School Connectedness





# Next Steps

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## DISTRICT GOAL

Increase our School Connectedness Indicator by increasing students' sense of belonging

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### Spring 2022

- Elementary - 68%
- Middle School – 39%
- High School- 38%



-Align Panorama results with 7 Mindsets lessons for intentional schoolwide efforts





# What will we do to increase sense of belonging?

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## CLASSROOM

- Morning Meeting/Daily Check-In
- 7 Mindsets Lessons aligned to areas of weakness

## CAMPUS

- Principals use campus data to create campus-specific SMART goals
- Utilize Panorama playbook in alignment with areas students expressed opportunities
- Example- Ogden High School 2x10

# What will we do to increase sense of belonging?

## DISTRICT

- Cross Departmental Planning using Panorama Data
- Integration of Strategies in District Professional Development
- District-Wide Kindness Campaign-2022-2023
- You Belong in ECISD #ECISDYouBelongHere

## ALIGNS with the District Strategic Plan

- Foundational Excellence
- Talent Development
- Learning Journey





*Thank you and  
Stay Tuned!*

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# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital and Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE BUICE ELEMENTARY PRINCIPAL**

**DATE:** August 16, 2022

Recommendation to retroactively hire the Buice Elementary Principal.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendation



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital and Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE TRAVIS ELEMENTARY PRINCIPAL**

**DATE:** August 16, 2022

Recommendation to retroactively hire the Travis Elementary Principal.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendation



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital and Operations

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF CAREER AND TECHNOLOGY EDUCATION**

**DATE:** August 16, 2022

---

Recommendation to retroactively hire the Executive Director of Career and Technology Education.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendation



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital and Operations

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION TO HIRE BOWIE MIDDLE SCHOOL PRINCIPAL**

**DATE:** August 16, 2022

---

Recommendation to hire the Bowie Middle School Principal.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendation



## **INFORMATION ITEMS**

- Acknowledgement of Donations
- Financials
- Purchasing Report
- Routine Personnel Report

**TO:** Board of Trustees  
Ector County ISD

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** Acknowledgement of Donations  
April through June 2022

**DATE:** August 16, 2022



**\$ 346,053.74**

Donor	Donation Description	Campus/Dept Name		Org #	Value	Total
Education Foundation	Gallery of Emotions project	Odessa	High School	002	\$ 1,427.00	
NTO	Attendance donations	Odessa	High School	002	\$ 200.00	
Myrna Gonzalez	Prom Photographer	Odessa	High School	002	\$ 600.00	
Kimberly Sanchez	Prom Marquee Letters	Odessa	High School	002	\$ 450.00	
Los Caporales	Prom Frescas and tea	Odessa	High School	002	\$ 650.00	
Laura Tavaraz	Prom Desserts	Odessa	High School	002	\$ 500.00	
Aristes Wilson	Prom Nuggets & lemond	Odessa	High School	002	\$ 1,540.00	
Gillis Mobile Diner	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
Kona Ice	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
Cliff's Food Wagon	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
Smoked Soul	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
El Colega	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
El Tigre Birrierla	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
Vaqueros Over Fire	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
Jeronimos	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
La Dona	Prom Food Truck fundraiser	Odessa	High School	002	\$ 100.00	
		<b>Odessa</b>	<b>High School</b>	<b>002</b>		<b>\$ 6,267.00</b>
Sewell Ford Lincoln	Senior Sunset items	George HW Bush	New Tech Odessa	011	\$ 1,000.00	
Lennerd Byrd	Keep Odessa Beautiful	George HW Bush	New Tech Odessa	011	\$ 250.00	
Kona Ice	Campus Spirit/Culture activity	George HW Bush	New Tech Odessa	011	\$ 203.66	
		<b>George HW Bush</b>	<b>New Tech Odessa</b>	<b>011</b>		<b>\$ 1,453.66</b>
Katarina Nunez	Dance costume	Odessa CTE	ECHS	014	\$ 50.00	
		<b>Odessa CTE</b>	<b>ECHS</b>	<b>014</b>		<b>\$ 50.00</b>
Belarco Industrial Cleaning	Rack Room shoes for student shoes	Crockett	Middle School	044	\$ 500.00	
		<b>Crockett</b>	<b>Middle School</b>	<b>044</b>		<b>\$ 500.00</b>
Robles Family Law Firm	Teacher Appreciation	Alamo	Elementary School	101	\$ 750.00	
HEB	Earth Day challenge	Alamo	Elementary School	101	\$ 150.00	
		<b>Alamo</b>	<b>Elementary School</b>	<b>101</b>		<b>\$ 900.00</b>
HEB	Earth Day challenge	Austin	Elementary School	102	\$ 150.00	
PTA	library bookshelf and books	Austin	Elementary School	102	\$ 6,000.00	
		<b>Austin</b>	<b>Elementary School</b>	<b>102</b>		<b>\$ 6,150.00</b>
Education Foundation	Book vending machine	Burleson	Elementary School	103	\$ 4,395.00	
TMEA	Music instrument and materials	Burleson	Elementary School	103	\$ 964.65	
		<b>Burleson</b>	<b>Elementary School</b>	<b>103</b>		<b>\$ 5,359.65</b>
HEB	Earth Day challenge	Burnet	Elementary School	104	\$ 150.00	
		<b>Burnet</b>	<b>Elementary School</b>	<b>104</b>		<b>\$ 150.00</b>
TMEA	Music instrument and materials	Cameron	Elementary School	105	\$ 800.00	
Education Foundation	Book vending machines	Cameron	Elementary School	105	\$ 4,395.00	
		<b>Cameron</b>	<b>Elementary School</b>	<b>105</b>		<b>\$ 5,195.00</b>
TMEA	Music instrument and materials	Goliad	Elementary School	110	\$ 1,074.41	
		<b>Goliad</b>	<b>Elementary School</b>	<b>110</b>		<b>\$ 1,074.41</b>
TMEA	Music instrument and materials	Gonzales	Elementary School	111	\$ 680.99	
		<b>Gonzales</b>	<b>Elementary School</b>	<b>111</b>		<b>\$ 680.99</b>
TMEA	Music instrument and materials	Hays	Elementary School	112	\$ 673.00	
Donors Choose	Classroom Books and music instruments	Hays	Elementary School	112	\$ 1,150.00	
VIPS Parent Group	music instruments and materials	Hays	Elementary School	112	\$ 325.99	
		<b>Hays</b>	<b>Elementary School</b>	<b>112</b>		<b>\$ 2,148.99</b>
Education Foundation	Book vending machine	Sam Houston	Elementary School	113	\$ 4,395.00	
HEB	Earth Day challenge	Sam Houston	Elementary School	113	\$ 150.00	
Superior Health Plan	Musical Ensembles t shirts	Sam Houston	Elementary School	113	\$ 2,000.00	
		<b>Sam Houston</b>	<b>Elementary School</b>	<b>113</b>		<b>\$ 6,545.00</b>

**TO:** Board of Trustees  
Ector County ISD

**FROM:** Deborah Ottmers, Chief Financial Officer

**SUBJECT:** Acknowledgement of Donations  
April through June 2022

**DATE:** August 16, 2022



**\$ 346,053.74**

Donor	Donation Description	Campus/Dept Name	Org #	Value	Total
Education Foundation	Book vending machine	Ireland Elementary School	114	\$ 4,395.00	
TMEA	Music instrument and materials	Ireland Elementary School	114	\$ 980.90	
		<b>Ireland Elementary School</b>	<b>114</b>		<b>\$ 5,375.90</b>
HEB	Earth Day challenge	Lamar Early Education Center	115	\$ 150.00	
		<b>Lamar Early Education Center</b>	<b>115</b>		<b>\$ 150.00</b>
TMEA	Music instrument and materials	Milam Elementary School	116	\$ 1,265.00	
		<b>Milam Elementary School</b>	<b>116</b>		<b>\$ 1,265.00</b>
TMEA	Music instrument and materials	Pease Elementary School	117	\$ 778.11	
HEB	Earth Day challenge	Pease Elementary School	117	\$ 150.00	
		<b>Pease Elementary School</b>	<b>117</b>		<b>\$ 928.11</b>
HEB	Earth Day challenge	Reagan Elementary School	118	\$ 150.00	
		<b>Reagan Elementary School</b>	<b>118</b>		<b>\$ 150.00</b>
TMEA	Music instrument and materials	Travis Elementary School	122	\$ 934.25	
Education Foundation	Book vending machine	Travis Elementary School	122	\$ 4,395.00	
Andy Olivas	Campus gift	Travis Elementary School	122	\$ 800.00	
		<b>Travis Elementary School</b>	<b>122</b>		<b>\$ 6,129.25</b>
TMEA	Music instrument and materials	Zavala Elementary School	123	\$ 799.22	
HEB	Earth Day challenge	Zavala Elementary School	123	\$ 150.00	
		<b>Zavala Elementary School</b>	<b>123</b>		<b>\$ 949.22</b>
Education Foundation	Book vending machine	Noel Elementary School	124	\$ 4,395.00	
HEB	Earth Day challenge	Noel Elementary School	124	\$ 150.00	
		<b>Noel Elementary School</b>	<b>124</b>		<b>\$ 4,545.00</b>
TMEA	Music instrument and materials	Jordan Elementary School	129	\$ 796.56	
		<b>Jordan Elementary School</b>	<b>129</b>		<b>\$ 796.56</b>
Education Foundation	Book vending machine	Downing Elementary School	131	\$ 4,395.00	
		<b>Downing Elementary School</b>	<b>131</b>		<b>\$ 4,395.00</b>
Education Foundation	Book vending machine	West Elementary School	132	\$ 4,395.00	
		<b>West Elementary School</b>	<b>132</b>		<b>\$ 4,395.00</b>
Education Foundation	Grant writer partial salary	Development	705	\$ 12,500.00	
Brown Foundation	Implementation of Opportunity Culture - Final Installment	Talent Development	850	\$ 150,000.00	
Merge Labs Inc	Science Framework Support	Curriculum & Instruction	851	\$ 1,000.00	
Education Foundation	5th Grade Fine Arts String Program instruments	Fine Arts	861	\$ 35,000.00	
Sparklight	50 chromebooks for teen parenting and transition learning	Technology	864	\$ 11,000.00	
Education Foundation	PICK Education - Backyard Brains	Innovation	877	\$ 2,500.00	
HEB	Space Flight Experiments	Innovation	877	\$ 5,000.00	
Odessa College	Reduction of dual credit CTE tuition	Career Tech	891	\$ 60,000.00	
Jumburrto	Awards for Excellence	Superintendent	901	\$ 1,000.00	
Sewell Family of Companies	Coliseum rental fee	All	999	\$ 2,500.00	
		<b>Total Departments</b>			<b>\$ 280,500.00</b>

**GENERAL FUND (199) YTD BUDGET REPORT**  
MAY 31, 2022

FOR 2022 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>199 GENERAL FUND</b>							
00 GENERAL LEDGER AND REVENUE	-314,005,610	10,713,149	-303,292,461	-259,588,791.91	.00	-43,703,669.09	85.6%
11 INSTRUCTION	188,222,263	401,951	188,624,214	146,598,988.36	29,991,685.87	12,033,539.77	93.6%
12 INSTRUCTIONAL RES & MEDIA SERV	2,334,270	170,500	2,504,770	1,796,669.54	333,216.98	374,883.48	85.0%
13 CURRICULUM & STAFF DEVELOPMENT	6,192,063	-495,847	5,696,216	5,961,802.14	808,654.89	-1,074,241.03	118.9%
21 INSTRUCTIONAL LEADERSHIP	6,572,561	140,000	6,712,561	4,719,053.22	492,215.01	1,501,292.77	77.6%
23 SCHOOL LEADERSHIP	21,706,538	-175,000	21,531,538	18,250,441.05	2,522,530.02	758,566.93	96.5%
31 GUID, COUNS & EVALUATION SERVS	13,441,605	-100,000	13,341,605	10,440,736.92	1,770,856.64	1,130,011.44	91.5%
32 SOCIAL WORK SERVICES	1,339,176	186,000	1,525,176	1,472,139.77	213,641.24	-160,605.01	110.5%
33 HEALTH SERVICES	2,935,834	739,389	3,675,223	2,657,186.80	455,297.03	562,739.17	84.7%
34 STUDENT TRANSPORTATION	7,746,553	1,567,500	9,314,053	7,100,206.56	1,955,556.77	258,289.67	97.2%
35 FOOD SERVICE	0	47,215	47,215	2,061.73	.00	45,153.27	4.4%
36 CO/EXTRACURRICULAR ACTIVITIES	7,420,234	-617,975	6,802,259	5,804,045.39	805,069.14	193,144.47	97.2%
41 GENERAL ADMINISTRATION	9,503,593	290,000	9,793,593	6,735,621.56	973,636.70	2,084,334.74	78.7%
51 FACILITIES MAINT & OPERATIONS	30,021,389	19,428,197	49,449,586	38,894,083.29	8,632,046.83	1,923,455.88	96.1%
52 SECURITY & MONITORING SERVICES	2,545,870	380,000	2,925,870	2,841,969.77	239,119.26	-155,219.03	105.3%
53 DATA PROCESSING SERVICES	10,577,409	301,000	10,878,409	9,172,324.76	1,011,034.44	695,049.80	93.6%
61 COMMUNITY SERVICES	1,477,002	89,000	1,566,002	1,184,194.10	204,582.82	177,225.08	88.7%
81 FACILITIES ACQUISITION & CONST	0	740,000	740,000	675,090.00	27,200.00	37,710.00	94.9%
99 INTERGOVERNMENTAL CHARGES	1,969,250	0	1,969,250	1,386,543.75	582,706.25	.00	100.0%
<b>TOTAL GENERAL FUND</b>	<b>0</b>	<b>33,805,079</b>	<b>33,805,079</b>	<b>6,104,366.80</b>	<b>51,019,049.89</b>	<b>-23,318,337.69</b>	<b>169.0%</b>
TOTAL REVENUES	-314,555,610	10,713,149	-303,842,461	-259,588,791.91	.00	-44,253,669.09	
TOTAL EXPENSES	314,555,610	23,091,930	337,647,540	265,693,158.71	51,019,049.89	20,935,331.40	
<b>GRAND TOTAL</b>	<b>0</b>	<b>33,805,079</b>	<b>33,805,079</b>	<b>6,104,366.80</b>	<b>51,019,049.89</b>	<b>-23,318,337.69</b>	<b>169.0%</b>

\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**SCHOOL NUTRITION (240) YTD BUDGET REPORT**  
MAY 31, 2022

FOR 2022 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>240 SCHOOL NUTRITION</b>							
00 GENERAL LEDGER AND REVENUE	-18,705,494	-5,100,000	-23,805,494	-23,761,582.44	.00	-43,911.56	99.8%
35 FOOD SERVICE	18,268,355	5,100,000	23,368,355	16,431,897.42	-1,295,166.71	8,231,624.29	64.8%
51 FACILITIES MAINT & OPERATIONS	437,139	0	437,139	125,690.14	11,056.28	300,392.58	31.3%
TOTAL SCHOOL NUTRITION	0	0	0	-7,203,994.88	-1,284,110.43	8,488,105.31	100.0%
TOTAL REVENUES	-18,705,494	-5,100,000	-23,805,494	-23,761,582.44	.00	-43,911.56	
TOTAL EXPENSES	18,705,494	5,100,000	23,805,494	16,557,587.56	-1,284,110.43	8,532,016.87	
GRAND TOTAL	0	0	0	-7,203,994.88	-1,284,110.43	8,488,105.31	100.0%

\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**DEBT SERVICE (599) YTD BUDGET REPORT**  
MAY 31, 2022

FOR 2022 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>599 DEBT SERVICE FUND</b>							
00 GENERAL LEDGER AND REVENUE	-19,250,666	0	-19,250,666	-18,360,755.41	.00	-889,910.59	95.4%
71 DEBT SERVICE	19,250,666	5,000	19,255,666	19,251,665.26	-3,750.00	7,750.74	100.0%
TOTAL DEBT SERVICE FUND	0	5,000	5,000	890,909.85	-3,750.00	-882,159.85	*****%
TOTAL REVENUES	-19,250,666	0	-19,250,666	-18,360,755.41	.00	-889,910.59	
TOTAL EXPENSES	19,250,666	5,000	19,255,666	19,251,665.26	-3,750.00	7,750.74	
GRAND TOTAL	0	5,000	5,000	890,909.85	-3,750.00	-882,159.85	*****%

\*\* END OF REPORT - Generated by BAUMANN, DUSTY \*\*

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
 MONTHLY REPORT OF TAX COLLECTIONS  
 FOR THE PERIOD OF JULY 1, 2021 THRU MAY 31, 2022

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2021 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2021	170,212,203.39	(687,118.12)	169,525,085.27	159,950,604.07	1,893,677.28	7,680,803.92		4.53%
<b>DELINQUENT TAX</b>								
2020	6,718,656.66	(689,887.46)	6,028,769.20	2,225,903.27	421,702.76	3,381,163.17	50.32%	56.08%
2019	3,038,991.50	(193,638.03)	2,845,353.47	600,204.52	55,220.61	2,189,928.34	72.06%	76.97%
2018	1,948,831.77	(99,708.34)	1,849,123.43	422,288.61	38,779.55	1,388,055.27	71.22%	75.07%
2017	1,428,485.86	(162,306.31)	1,266,179.55	219,033.82	16,152.41	1,030,993.32	72.17%	81.43%
2016	1,340,456.06	(185,369.42)	1,155,086.64	123,498.10	11,291.45	1,020,297.09	76.12%	88.33%
2015	980,781.94	9,685.31	990,467.25	96,916.87	10,155.16	883,395.22	90.07%	89.19%
2014	947,078.00	(603.75)	946,474.25	65,380.13	9,854.34	871,239.78	91.99%	92.05%
2013	618,982.77	(742.58)	618,240.19	31,931.45	5,096.87	581,211.87	93.90%	94.01%
2012	439,498.65	(425.64)	439,073.01	16,350.29	1,402.19	421,320.53	95.86%	95.96%
2011	443,636.65	(629.49)	443,007.16	13,479.59	747.17	428,780.40	96.65%	96.79%
2010	341,678.34	(67,204.01)	274,474.33	7,693.06	1,442.40	265,338.87	77.66%	96.67%
2009+	2,052,952.85	(14,041.45)	2,038,911.40	25,860.25	1,594.76	2,011,456.39	97.98%	98.65%
			0.00					
TOTAL DELINQUENT TAX	20,300,031.05	(1,404,871.17)	18,895,159.88	3,848,539.96	573,439.67	14,473,180.25	77.97%	82.09%
CED # 24 SII TAXES	48,164.56	0.00	48,164.56	672.75		47,491.81	98.60%	98.60%
TOTAL ALL TAXES	190,560,399.00	(2,091,989.29)	188,468,409.71	163,799,816.78	2,467,116.95	22,201,475.98		
<b>PENALTY / INTEREST / DISCOUNT</b>						<b>YEAR TO DATE</b>		
				CURRENT P & I	674,962.95	213,548.73	888,511.68	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	1,586,143.45	219,816.33	1,805,959.78	
TOTAL PENALTY / INTEREST / DISCOUNT					2,261,106.40	433,365.06	2,694,471.46	
<b>OTHER COLLECTIONS</b>								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	2,127.51	82.14	2,209.65	
				LATE RENDITION FEES	252,116.36	12,022.15	264,138.51	
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00	
				COSTS COLLECTED	0.00	0.00	0.00	
				SUSPENSE PAYMENTS	0.00	0.00	0.00	
				REFUNDS	0.00	0.00	0.00	
				CASH OVER / (SHORT)	0.00	0.00	0.00	
TOTAL OTHER					254,243.87	12,104.29	266,348.16	
TOTAL SCHOOL					166,315,167.05	2,912,586.30	169,227,753.35	

TOTAL	GENERAL FUND		DEBT SERVICE		TOTAL
	TAXES PAID	P + I + C	TAXES PAID	P + I + C	
	2,202,642.02	397,715.04	264,474.93	47,754.31	2,912,586.30

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
 MONTHLY REPORT OF TAX COLLECTIONS  
 FOR THE PERIOD OF JULY 1, 2021 THRU JUNE 30, 2022

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2021 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2021	170,212,203.39	(795,480.46)	169,416,722.93	161,844,281.35	1,094,791.12	6,477,650.46		3.82%
<b>DELINQUENT TAX</b>								
2020	6,718,656.66	(738,711.25)	5,979,945.41	2,647,606.03	108,554.09	3,223,785.29	47.98%	53.91%
2019	3,038,991.50	(198,456.77)	2,840,534.73	655,425.13	50,351.49	2,134,758.11	70.25%	75.15%
2018	1,948,831.77	(104,653.97)	1,844,177.80	461,068.16	23,031.54	1,360,078.10	69.79%	73.75%
2017	1,428,485.86	(166,212.09)	1,262,273.77	235,186.23	15,659.09	1,011,428.45	70.80%	80.13%
2016	1,340,456.06	(185,369.42)	1,155,086.64	134,789.55	10,431.88	1,009,865.21	75.34%	87.43%
2015	980,781.94	9,685.31	990,467.25	107,072.03	9,241.63	874,153.59	89.13%	88.26%
2014	947,078.00	(603.75)	946,474.25	75,234.47	6,440.41	864,799.37	91.31%	91.37%
2013	618,982.77	(742.58)	618,240.19	37,028.32	2,897.32	578,314.55	93.43%	93.54%
2012	439,498.65	(425.64)	439,073.01	17,752.48	1,497.78	419,822.75	95.52%	95.62%
2011	443,636.65	(629.49)	443,007.16	14,226.76	144.73	428,635.67	96.62%	96.76%
2010	341,678.34	(67,204.01)	274,474.33	9,135.46	100.26	265,238.61	77.63%	96.64%
2009+	2,052,952.85	(14,041.45)	2,038,911.40	27,455.01	1,133.19	2,010,323.20	97.92%	98.60%
			0.00					
TOTAL DELINQUENT TAX	20,300,031.05	(1,467,365.11)	18,832,665.94	4,421,979.63	229,483.41	14,181,202.90	77.31%	81.44%
CED # 24 SII TAXES	48,164.56	0.00	48,164.56	672.75		47,491.81	98.60%	98.60%
TOTAL ALL TAXES	190,560,399.00	(2,262,845.57)	188,297,553.43	166,266,933.73	1,324,274.53	20,706,345.17		
<b>PENALTY / INTEREST / DISCOUNT</b>						YEAR TO DATE		
				CURRENT P & I	888,511.68	160,796.54	1,049,308.22	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	1,805,959.78	116,329.72	1,922,289.50	
TOTAL PENALTY / INTEREST / DISCOUNT					2,694,471.46	277,126.26	2,971,597.72	
<b>OTHER COLLECTIONS</b>								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	2,209.65	54.47	2,264.12	
				LATE RENDITION FEES	264,138.51	1,859.43	265,997.94	
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00	
				COSTS COLLECTED	0.00	0.00	0.00	
				SUSPENSE PAYMENTS	0.00	0.00	0.00	
				REFUNDS	0.00	0.00	0.00	
				CASH OVER / (SHORT)	0.00	0.00	0.00	
TOTAL OTHER					266,348.16	1,913.90	268,262.06	
TOTAL SCHOOL					169,227,753.35	1,603,314.69	170,831,068.04	
				<u>GENERAL FUND</u>		<u>DEBT SERVICE</u>		
TOTAL				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
				1,182,312.30	249,127.05	141,962.23	29,913.11	1,603,314.69

ECISD Over \$50,000 Report for June 2022

PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor
07/13/2021	22000327	LABATT FOOD SERVICE	\$ 5,992,000	West Texas Food Service Cooperative Bid "Food"	West Texas Food Service Cooperative	240-35-6341-00-974-99	Elias Jimenez
06/28/2022	22014928	SEVERIN INTERMEDIATE HOLDINGS, LLC	\$ 327,900	KINVOLVE ATTENDANCE SOFTWARE 22-23 RENEWAL	Board Approved RFP 21-15	199-00-1410-00-856-00	Kimberly Byers
06/23/2022	22014905	THE BOSWORTH LTD	\$ 243,500	BURLESON HVAC INSTALLATION	Board Approved RFP 21-28	199-51-6639-00-103-99	Kent Clerk
06/20/2022	22014862	TRANE U.S. INC.	\$ 232,916	Ector MS Unit Replacements	U.S. Communities Contract 15-JLP-023	199-51-6299-00-047-99	Diana Ornelas
07/13/2021	22000328	LABATT FOOD SERVICE	\$ 225,000	West Texas Food Service Cooperative Non-Food Items	West Texas Food Service Cooperative	240-35-6342-02-974-99	Elias Jimenez
06/07/2022	22014665	ACE MART RESTAURANT SUPPLY CO	\$ 214,920	IFB#22-20SN Addendum 1 (New Kitchen Equipment)	Buyboard Approved IFB 22-20SN	240-35-6649-00-974-99 240-35-6397-00-974-99	Ruth Baltazar
06/09/2022	22014784	COLLEGE ENTRANCE EXAMINATION BOARD	\$ 120,000	OPEN PO FOR AP EXAMS OHS, PHS AND NTO	Board Approved July 2021	199-31-6339-50-881-38	Laura Perez
07/13/2021	22000321	GEM-CAP INC	\$ 68,780	Software Maint/Renewal GetHelp Tipweb 21-22	Buyboard Contract 579-19	199-53-6394-38-864-99	Jennifer Bakley
06/07/2022	22014763	ODP BUSINESS SOLUTIONS LLC	\$ 53,693	IFB#22-19SN Addendum 1(New Office Furniture and K1	OMNIA COOP R190303 IFB 22-19SN	240-35-6399-01-974-99 240-35-6397-00-974-99	Ruth Baltazar

ECISD Over \$50,000 Report for July 2022

PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor
07/08/2022	23000182	AETNA LIFE INSURANCE COMPANY	\$ 16,500,000.00	AETNA WEEKLY CLAIMS - MEDICAL	District Health Ins. Claims/Fees	772-41-6499-00-978-99	Maria Melendez
07/12/2022	23000330	THIRD FUTURE SCHOOLS TEXAS	\$ 12,300,000.00	LONGTERM - CHARTER THIRD FUTURE 22-23	Third Future School Contract	199-11-6229-99-047-99	Kimberly Byers
07/08/2022	23000183	PCARX LLC	\$ 4,000,000.00	PCA-Rx WEEKLY CLAIMS	District Health Ins. Claims/Fees	772-41-6499-08-978-99	Maria Melendez
07/12/2022	23000301	CALPINE CORPORATION	\$ 3,400,000.00	LONGTERM PO - ELECTRICITY CHARGES	ECISD Board Approved June 2022	199-51-6257-00-962-99	Kimberly Byers
07/06/2022	23000031	LABATT FOOD SERVICE	\$ 3,000,000.00	LONGTERM WT Food Service Coop. Bid "Food" 22-23	West Texas Cooperative	240-35-6341-00-974-99	Elias Jimenez
07/19/2022	23000626	ECTOR COUNTY APPRAISAL DIST	\$ 2,340,000.00	LONGTERM PO - ECAD TAX APPR. & COLL. SERV.	ECISD Board Approved June 2022	199-99-6213-00-703-99 199-41-6213-01-703-99	Kimberly Byers
07/12/2022	23000266	CITY OF ODESSA WATER DEPT	\$ 1,675,000.00	LONG-TERM PO - DISTRICT WATER CHARGES	ECISD Board Approved June 2022	199-51-6255-00-962-99	Kimberly Byers
07/06/2022	23000072	BRAUN BEEF & CO INC	\$ 1,534,997.00	LongTerm-"Dry, Refrig. & Frozen Items Bid 22-22SN	Bid # 22-22SN	240-35-6341-00-974-99	Elias Jimenez
07/12/2022	23000275	FIRST FINANCIAL ADMINISTRATORS	\$ 1,510,000.00	METLIFE DENTAL - FIRST FINANCIAL	Long term PO for Dental Ins	863-00-2153-28-000-00	Maria Melendez
07/12/2022	23000326	AETNA LIFE INSURANCE COMPANY	\$ 1,404,000.00	AETNA - Monthly Administrative Fees	District Health Ins. Adm. Fees	772-41-6499-01-978-99	Maria Melendez
07/06/2022	23000051	SYSCO USA, INC	\$ 1,237,645.00	LongTerm-"Dry, Refrig. & Frozen Items Bid 22-22SN	Bid #22-22SN	240-35-6341-00-974-99	Elias Jimenez
07/12/2022	23000300	UNIVERSITY OF TX-PERMIAN BASIN	\$ 1,125,387.00	LONG-TERM PO STEM ACADEMY CHARTER	Approved TEA Provider	199-11-6229-99-009-99	Kimberly Byers
07/06/2022	23000014	CHARLES AND LEZIEE CHURCHFIELD	\$ 768,148.00	LongTerm-"Dry, Refrig. & Frozen Items Bid 22-22SN	IFB# 22-22SN	240-35-6341-00-974-99	Elias Jimenez
07/06/2022	23000103	EPALLET INC	\$ 662,150.00	LongTerm-"Dry, Refrig. & Frozen Items Bid 22-22SN	Bid 22-22SN	240-35-6341-00-974-99	Elias Jimenez
07/12/2022	23000263	ATMOS ENERGY	\$ 600,000.00	LONGTERM PO - GAS CHARGES	ECISD Approved June 2022	199-51-6258-00-962-99	Kimberly Byers
07/19/2022	23000635	ODESSA COLLEGE	\$ 600,000.00	NON-BIDDABLE MISCELLANEOUS ITEMS	PHS.DUAL. CTE Interlocal Agreement	199-11-6223-00-003-22 199-11-6223-00-002-22	Charletta Washington
07/12/2022	23000325	ODESSA FAMILY YMCA	\$ 552,000.00	LONGTERM - CHARTER YMCA 22-23	Interlocal Agreement	199-11-6229-99-134-99	Kimberly Byers
07/08/2022	23000163	PETROLEUM TRADERS CORPORATION	\$ 500,000.00	FUEL, OIL, GREASE AND LUBRICANTS	TASB ENERGY COOP AWARDED VENDOR	199-34-6311-00-986-99	Dana Henry
07/28/2022	23001218	IMAGINE LEARNING LLC	\$ 450,000.00	DISTRICT LICENSE-IMAGINE MATH-BUYBOARD 653-21-spr	BUYBOARD COOP CONTRACT #653-21	199-11-6248-00-851-24	Shelia Pruitt
07/12/2022	23000302	GUNN & SCOGGINS INC	\$ 400,000.00	DISTRICT IPM	RFP 22-08SI	199-51-6246-01-955-99	Kent Clark
07/12/2022	23000299	TYLER TECHNOLOGIES INC	\$ 400,000.00	22-23 munis ltpo support/ maint	1GPA COOP CONTRACT# 18-01PV-04	199-53-6248-38-864-99	Jennifer Bakley
07/29/2022	23001343	NWEA	\$ 396,208.75	MAP GROWTH K-12 testing	REGION 18 COOP AWARDED VENDOR	199-31-6339-00-852-99	Mackenzie Weatherford
07/06/2022	23000052	SYSCO USA, INC	\$ 366,856.75	LongTerm "Paper and Plastic Items Bid #22-21SN"	Bid #22-21SN	240-35-6342-02-974-99	Elias Jimenez
07/06/2022	23000027	INTERNATIONAL ASSURANCE	\$ 363,040.14	INTERNATIONAL ASSURANCE (STOP LOSS)	RFP #22-06	772-41-6499-06-978-99	Maria Melendez
07/25/2022	23000890	QUAVER'S MARVELOUS WORLD OF MU	\$ 357,000.00	A QuaverHealth•PE 8-year License (K-5) ISBN: 9781	PE 8-year License (K-5) ISBN: 9781	410-11-6321-00-999-11-41	Robert Sertuche
07/19/2022	23000689	7 MINDSETS ACADEMY LLC	\$ 356,585.00	2nd yr 7 Mindsets Renewal for 22-23 school year	ECISD AWARDED VENDOR RFP# 21-04	282-31-6299-00-855-30-28	Sandy Ochoa
07/26/2022	23000954	COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN INC	\$ 350,000.00	CIS Contracted Support Services	Interlocal Agreement	199-32-6299-00-002-24	Sandy Ochoa
07/12/2022	23000274	FIRST FINANCIAL ADMINISTRATORS	\$ 340,000.00	Superior Vision (First Financial)	Long Term PO for Vision Ins.	863-00-2153-22-000-00	Maria Melendez
07/18/2022	23000550	NETSYNC NETWORK SOLUTIONS	\$ 330,000.00	LT PO# Maint/Operations of ECISD fiber 22-23	TEXAS DIR CONTRACT #DIR-TSO-4169	199-51-6259-38-864-99	Martha Alamguer
07/13/2022	23000355	SEVERIN INTERMEDIATE HOLDINGS, LLC	\$ 327,900.00	Kinolved Attendance Software 22-23 Long Term PO	ECISD AWARDED VENDOR RFP #21-15	199-32-6394-00-856-99	Scott Randolph
07/06/2022	23000112	ATKINS HOLLMAN JONES PEACOCK	\$ 300,000.00	MISCELLANEOUS SERVICES, NO. 1	ECISD Approved July 2021	199-41-6211-01-702-99	Mary Franco
07/06/2022	23000106	PCARX LLC	\$ 259,200.00	PCA-RX - ADMIN FEES	District Health Ins RX.Admin Fees	772-41-6499-08-978-99	Maria Melendez
07/18/2022	23000429	EDUPHORIA INCORPORATED	\$ 245,615.00	Eduphoria Renewal 22-23 School Year	TIPS COOP APPROVED VENDOR CONTRACT #220105	199-53-6248-38-864-99	Rylee Brooker
07/25/2022	23000909	NETSYNC NETWORK SOLUTIONS	\$ 239,253.76	Disaster Recovery Project-22-23-Hardware	TEXAS DIR CONTRACT #DIR-TSO-4169	199-53-6299-38-864-99	Martha Alamguer
07/12/2022	23000276	FIRST FINANCIAL ADMINISTRATORS	\$ 229,000.00	SUN LIFE (FIRST FINANCIAL) - VOL & DEP LIFE	Long Term PO Vol Term & Dep Life	863-00-2153-12-000-00 863-00-2153-13-000-00	Maria Melendez
07/19/2022	23000646	TBC ODESSA COLLEGE BOOK STORE	\$ 200,000.00	PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS	CTE Dual Credit books Interlocal Agreement	199-11-6223-00-002-22 199-11-6223-00-003-22	Charletta Washington
07/14/2022	23000382	TEXAS ASSOCIATION OF SCHOOL BOARDS	\$ 180,070.00	LONG-TERM PO - AUTO INSURANCE	Interlocal Agreement	199-34-6425-00-970-99	Kimberly Byers
07/14/2022	23000381	TEXAS ASSOCIATION OF SCHOOL BOARDS	\$ 158,900.00	DO NOT MAIL - LONG-TERM PO SCHOOL & PRIVACY LIABI	Interlocal Agreement	199-41-6425-00-970-99 199-53-6425-00-970-99	Kimberly Byers
07/06/2022	23000074	BYRNE BROS FOODS INC	\$ 151,357.50	LongTerm "Paper and Plastic Items Bid #22-21SN"	Bid #22-21SN	240-35-6342-02-974-99	Elias Jimenez
07/06/2022	23000107	WELLSPRING TELEHEALTH	\$ 150,345.00	WELL-VIA WEEKLY CLAIMS	Long Term PO for Emp. Health Claims	772-41-6499-00-978-99	Maria Melendez
07/12/2022	23000273	FIRST FINANCIAL ADMINISTRATORS	\$ 150,000.00	Hospital Indemnity Plan (Aetna)	Long Term Hosp. Indemnity Plan	863-00-2153-02-000-00	Maria Melendez
07/06/2022	23000096	PADRINO FOODS	\$ 149,472.00	LongTerm-"Dry, Refrig. & Frozen Items Bid 22-22SN	Bid 22-22SN	240-35-6341-00-974-99	Elias Jimenez
07/18/2022	23000430	FIRETROL PROTECTION SYSTEMS INC	\$ 147,527.00	ECTOR MS File Alarm System	BUYBOARD APPROVED COOP CONTRACT #654-21	199-51-6299-00-047-99	Jennifer Bakley
07/13/2022	23000332	THE GOODHEART-WILLCOX COMPANY INC	\$ 147,063.23	978-1-68311-549-6 TX HEALTH SKILL MS 8YR PROGRAM	TIPS COOP AWARDED CONTRACT #200903	410-11-6321-00-999-11-41	Robert Sertuche
07/26/2022	23001095	FRONTLINE TECHNOLOGIES GROUP LLC	\$ 143,107.06	Student Analytics Subscription-Forecast5-Renewal	Extension Agreement for Contract #17-IIP-02	199-53-6248-38-864-99	Martha Alamguer
07/21/2022	23000845	SCHOOLSTATUS LLC	\$ 138,796.68	TIPS Contract 220105 School Status Renewal	TIPS COOP APPROVED VENDOR CONTRACT #220105	199-53-6248-38-864-99	Jennifer Bakley
07/18/2022	23000440	GRANDE COMMUNICATIONS	\$ 125,000.00	Annual LTPO internet connection 22-23	TEXAS DIR CONTRACTS	199-51-6259-38-864-99	Martha Alamguer
07/06/2022	23000097	WEST TEXAS FILTERS INC	\$ 125,000.00	LONG TERM PO FOR HVAC AIR FILTERS	E&I COOP	199-51-6316-00-955-99	Kent Clark
07/06/2022	23000118	STAR TECH GROUP	\$ 120,000.00	Star Tech Group RFP #21-07	RFP #21-07	199-11-6394-29-854-11	Lidia Valenzuela
07/26/2022	23001076	UNIVERSAL FIDELITY LIFE INSURANCE COMPANY	\$ 115,456.00	ECISD ATHLETICS INSURANCE INV.#280-2022	ECISD Board Approved 4-20-2021	199-36-6426-60-905-91 199-36-6426-65-905-91	Valeria Apodaca
07/06/2022	23000080	BIMBO BAKERIES USA	\$ 107,200.00	LongTerm "Bread Delivery Bid #22-24SN"	Bid #22-24SN	240-35-6341-00-974-99	Elias Jimenez
07/18/2022	23000549	PANORAMA EDUCATION	\$ 102,500.00	Panorama Education Svc Order renewal 22-23	CHOICE PARTNERS COOP CONTRACT #18/056KD-46 Panorama Education Svc Order renewal 22-23	199-53-6248-38-864-99	Martha Alamguer
07/14/2022	23000368	G H DAIRY	\$ 100,000.00	LongTerm-Milk and Dairy Items IFB#22-23SN	IFB#22-23SN	240-35-6341-00-974-99	Elias Jimenez
07/29/2022	23001339	PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	\$ 100,000.00	LONGTERM - DO NOT MAIL- PROPERTY VALUE STUDY FEES	Long Term PROPERTY VALUE STUDY FEES	199-41-6213-00-703-99	Kimberly Byers
07/19/2022	23000688	WHITLEY PENN LLP	\$ 99,000.00	DO NOT MAIL - LONG-TERM PO - AUDIT & REPORTS	Professional Service	199-41-6212-00-970-99	Kimberly Byers
07/18/2022	23000419	CDW-G	\$ 97,217.72	quote MVMD-436 Lightspeed/Maint/tech	SOURCEWELL COOP #081419-CDW - IFB#22-19SN	199-53-6248-38-864-99	Martha Alamguer

ECISD Over \$50,000 Report for July 2022

07/18/2022	23000597	CLASSLINK INC	\$ 91,745.00	Classlink Renewal 22-23 School Year	TEXAS DIR CONTRACT #DIR-CPO-4493	199-53-6248-38-864-99	Rylee Brooker
07/25/2022	23000908	NETSYNCH NETWORK SOLUTIONS	\$ 90,469.38	Disaster Recovery Project-hardware	TEXAS DIR CONTRACT #DIR-TSO-4169	199-53-6299-38-864-99	Martha Alamguer
07/19/2022	23000671	SEVERIN INTERMEDIATE HOLDINGS, LLC	\$ 89,100.47	PowerSchool/Naviance License-Subscription renewal	ECISD AWARDED VENDOR RFP #20-06 & #21-15	199-31-6248-00-855-38	Sandy Ochoa
07/12/2022	23000262	AT&T	\$ 87,000.00	MAIN PHONE BILL	TEXAS DIR CONTRACTS	199-51-6256-00-962-99	Kimberly Byers
07/29/2022	23001345	UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION	\$ 81,500.00	CONSULTING SERVICES	ECISD AWARDED VENDOR RFP #20-17	282-23-6299-00-889-30-28	Kashunta Thurman
07/21/2022	23000770	SIEMENS INDUSTRY INC	\$ 76,024.00	LTPO for intrusion alarm monitoring 22-23	SOURCEWELL CONTRACT #031517-SIE	199-51-6259-38-864-99	Martha Alamguer
07/21/2022	23000847	ANGELO STATE UNIVERSITY	\$ 75,000.00	ECISD/ASU Counselor Pathway Program long-term PO	Memorandum of Understanding EPI Center	282-31-6299-00-855-30-28	Sandy Ochoa
07/12/2022	23000272	ECTOR COUNTY UTILITY DISTRICT	\$ 75,000.00	LONG-TERM PO - WATER FOR CAVAZOS, FLY & AG FARM	ECISD Board Approved June 2022	199-51-6255-00-962-99	Kimberly Byers
07/06/2022	23000032	LABATT FOOD SERVICE	\$ 75,000.00	LongTerm WTFS Coop. Non-Food Items 22-23	WEST TEXAS FOOD SERVICE COOP APPROVED	240-35-6342-02-974-99	Elias Jimenez
07/25/2022	23000938	SEVERIN INTERMEDIATE HOLDINGS, LLC	\$ 73,829.30	Power School Smart find and Talent Ed	ECISD AWARDED VENDOR RFP #20-06 & #21-15	199-41-6248-30-935-99	Sandra Talavera
07/26/2022	23001078	TNTP. INC.	\$ 73,485.00	CONSULTING SERVICES	ECISD AWARDED VENDOR RFP# 20-10	282-23-6299-00-889-24-28	Kashunta Thurman
07/06/2022	23000091	CALFED FINANCIAL CORPORATION	\$ 72,045.00	LongTerm-"Dry, Refrig. & Frozen Items Bid 22-22SN	ECISD AWARDED VENDOR IFB #22-22SN	240-35-6341-00-974-99	Elias Jimenez
07/14/2022	23000400	CYBERSOFT TECHNOLOGIES INC	\$ 70,060.00	FOOD SERVICE INVENTORY SOFTWARE SUBSCRIPTION	BUYBOARD APPROVED VENDOR #598-19	240-35-6394-00-974-99	Ruth Baltazar
07/21/2022	23000815	FRONTLINE TECHNOLOGIES GROUP LLC	\$ 68,780.20	software maint/renewal Get Help Tipweb 22-23	Addendum ECISD7.16.2019 TIPWeb Agreement	199-53-6394-38-864-99	Martha Alamguer
07/29/2022	23001305	SIRIUS EDUCATION SOLUTIONS LLC	\$ 66,000.00	SIRIUS-READING 6-8 - Allied States COOP#18-7297	Allied States COOP#18-7297	199-11-6394-00-851-24	Shelia Pruitt
07/21/2022	23000710	CDW-G	\$ 64,537.25	Solar Winds Network-License/Analyzer/Maint	SOURCEWELL COOP #081419-CDW - IFB#22-19SN	199-53-6248-38-864-99	Martha Alamguer
07/19/2022	23000680	W. DEAN WEIDNER	\$ 56,000.00	LONG TERM PO - WEIDNER RENT	Interlocal Agreement	863-00-2159-83-000-00	Kimberly Byers
07/18/2022	23000424	CITY OF ODESSA	\$ 52,580.00	Odessa Teen Court 22.23	ECISD Board Approved June 2022	199-32-6299-03-856-99	Scott Randolph
07/06/2022	23000087	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	\$ 50,000.00	LongTerm Apparel & Facility Items Svc Bid#22-25	IFB#22-07SN	240-35-6299-00-974-99	Elias Jimenez
07/08/2022	23000174	BROADWAY MOTOR INC	\$ 50,000.00	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS	ALLIED STATES COOP CONTRACT #21-7389 RFP# 22-39	199-34-6319-04-986-99	Dana Henry

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 June 2022 and July 2022

DATE: 6/30/2022 and 7/31/2022

**Elementary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

**Secondary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
DANIEL WARD	BAND DIR-ASST	PERMIAN HIGH SCHOOL	7/11/2022
STEWART RHODES	BAND DIR-ASST	CROCKETT MIDDLE SCHOOL	7/21/2022

**Administrative Level Recommendations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MARK ABESAMIS	DIETICIAN	SCHOOL NUTRITION	6/1/2022
LATONYA BROOKS	DIRECTOR, TRANSPORTATION	TRANSPORTATION	7/1/2022
GERARDO DIAZ	ACCOUNTANT, SPECIAL PROJECTS	FINANCE	7/1/2022
MONICA ELIZONDO	STEM ELEMENTARY PRINCIPAL	THE STEM ACADEMY	7/11/2022
CODY GRIFFIN	STEM SECONDARY PRINCIPAL	THE STEM ACADEMY	7/11/2022
GETA MITCHELL	COORDINATOR,ADVANCED ACADEMICS	ADVANCED ACADEMIC SERVICES	7/1/2022
AMANDA NAPOLEON	SUPERVISOR, SPED	SPECIAL EDUCATION	7/1/2022
MINDY ROGERS	COORD- OPPORTUNITY CULTURE	PROFESSIONAL DEVELOPEMENT	7/1/2022
JOHN BENTON	DIRECTOR, ORCHESTRA HS	ODESSA HIGH SCHOOL	7/19/2022
DIANNE WAGGONER	ASSISTANT PRINCIPAL	PERMIAN HIGH SCHOOL	7/20/2022
LAURIE WASH	DIRECTOR, CHORAL HS	PERMIAN HIGH SCHOOL	7/19/2022
MITCH GERIG	ASSISTANT PRINCIPAL	PERMIAN HIGH SCHOOL	7/18/2022
NORA TAYLOR	COUNSELOR, SAS	ALTERNATIVE EDUC CENTER	7/20/2022
JAIIMIE ENRIQUEZ	STEM COUNSELOR	THE STEM ACADEMY	7/20/2022
YARED URANGA	COUNSELOR	BOWIE MIDDLE SCHOOL	7/20/2022
CHRISTINE CUELLAR	COUNSELOR	WILSON & YOUNG	7/11/2022
MERCEDES SHIRLEY	ASSISTANT PRINCIPAL	BLACKSHEAR	7/18/2022
KRISTA ZIEGLER	DIRECTOR GUIDANCE AND COUNSELING	GUIDANCE & COUNSELING	7/21/2022
ANA TARANGO	PARENT COM ENGAGEMENT SPCLST	ECISD DEVELOPMENT OFFICE	7/1/2022

**Elementary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
EVONNE R MARRUFFO	THIRD GRADE TEACHER	LBJ ELEMENTARY	7/28/2022

**Secondary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ELVA AGUILAR	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
DEEDEE ARNZEN	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
BRENDA BAGUES	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
KAYCEE BANNER	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
STEPHANIE BRADSHAW	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
NATALIE BRICENO	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
GRISelda BRITO	ENGLISH/LANGUAGE ARTS/READING 326	ECTOR MIDDLE SCHOOL	6/3/2022
CHARLES BUTZ	PE-COACH	ECTOR MIDDLE SCHOOL	6/3/2022
CHARLES BUTZ	PE-COACH	ECTOR MIDDLE SCHOOL	6/3/2022

MELISSA CALDERON	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
JOHN CARROLL	BAND DIR-ASST	PERMIAN HIGH SCHOOL	6/3/2022
MARY CASS	AGRICULTURE	ADVANCED TECHNICAL CENTER	6/21/2022
JESUS CASTORENA JIMENEZ	MATH-COACH	ECTOR MIDDLE SCHOOL	6/3/2022
MARILU CHAVEZ	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
ZANE COX	SCIENCE	ECTOR MIDDLE SCHOOL	6/3/2022
DIANA DAVIS	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
MARILOU JANE DURAN	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
LYNDSAY EIBEN	BAND DIR-ASST	PERMIAN HIGH SCHOOL	6/3/2022
OMAR ESQUIVEL	ENG LANG DEVELOPMENT/COACH	ECTOR MIDDLE SCHOOL	6/3/2022
CHRISTOPHER FLORES	AGRICULTURE	ODESSA HIGH SCHOOL	6/21/2022
CRISTINA FLORES	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
SARAH FLORES	SOCIAL STDY-COACH	ECTOR MIDDLE SCHOOL	6/3/2022
GABRIELLA FOSTEL	ART	ECTOR MIDDLE SCHOOL	6/3/2022
MARLEE GABALDON	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
MICHAEL GARZA	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
GULCAN GOKHAN	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
CRISTINA GONZALEZ	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
CRAIG GRANSBERY	JROTC	ODESSA HIGH SCHOOL	6/30/2022
MEG GREEN	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
KELLI GREENWOOD	SCIENCE	ECTOR MIDDLE SCHOOL	6/3/2022
MAYA HAROLD	SCIENCE	ECTOR MIDDLE SCHOOL	6/3/2022
SCOTT HARRISON	CHOIR DIRECTOR -MS	ECTOR MIDDLE SCHOOL	6/3/2022
EMMA HERNANDEZ	ENG LANG DEVELOPMENT	ECTOR MIDDLE SCHOOL	6/3/2022
BARBARA HIRST	INTERVENTIONIST	ECTOR MIDDLE SCHOOL	6/3/2022
TONY HUGHES	PE-COACH	ECTOR MIDDLE SCHOOL	6/3/2022
JUAN IBARRA	SCIENCE	ECTOR MIDDLE SCHOOL	6/3/2022
JACEY IGLEHART	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
ELIZABETH KENNEDY	DPT HD/CTE	PERMIAN HIGH SCHOOL	6/3/2022
MICHELLE LITTLE	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
LAURA LUNSFORD	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
MARCELA MACIAS	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
KAREEN MADDEN-CROLL	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
KELCIE MCCAIN	SCIENCE	ECTOR MIDDLE SCHOOL	6/3/2022
JASMINE MCMILLER	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
NICHOLAS MINYARD	ART / COACH	ECTOR MIDDLE SCHOOL	6/3/2022
CHRISTINA MOLINAR	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	6/3/2022
HEATHER MORGAN DOWDS	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
ABIMBOLA OLADUNJOYE	ART OF THINKING	ECTOR MIDDLE SCHOOL	6/3/2022
KEENA OLIVAS	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
MICAELA OLIVAS	ENG LANG DEVELOPMENT	ECTOR MIDDLE SCHOOL	6/3/2022
LINDA PERRY	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	6/3/2022
JENNIFER RODRIGUEZ	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
OLGA SALAZAR	SOCIAL STDY-COACH	ECTOR MIDDLE SCHOOL	6/3/2022
STEFANIE STRICKLIN	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	6/3/2022
JACOB SUMMERSGILL	BAND DIR-ASST	BOWIE MIDDLE SCHOOL	6/3/2022
SARAH SUMMERSGILL	BAND DIR-ASST	ODESSA HIGH SCHOOL	6/3/2022
KIRSTEN TAYLOR	PE-COACH	ECTOR MIDDLE SCHOOL	6/3/2022
VENITA TERRY	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	6/3/2022
LA TOSHIA THOMAS	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	6/3/2022
PAMELA TROUBLEFIELD	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
MARIELA VALENZUELA	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	6/3/2022
JOSE VALLES	MATH	ECTOR MIDDLE SCHOOL	6/3/2022
CINDY VANSYCKLE	MATH	ECTOR MIDDLE SCHOOL	6/3/2022

### Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MAREKA AUSTIN	PRINCIPAL	BONHAM MIDDLE SCHOOL	6/30/2022
SEYLA BALDERAS	BILINGUAL ELS COMM SPECIALIST	BILINGUAL DEPARTMENT	6/16/2022
WELTON BLAYLOCK	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/30/2022
CARLA BYRNE	EXEC DIRECTOR CAREER & TECH ED	CAREER & TECH	6/30/2022
ELSA CABALLERO	DIAGNOSTICIAN	SPECIAL EDUCATION	6/13/2022
BRANDON CARTER	ASSISTANT PRINCIPAL ELEMENTARY SCHOOL	BLANTON ELEMENTARY	6/28/2022
PAMELA CAYWOOD	FINANCE ACCOUNTANT	FINANCE DEPARTMENT	6/30/2022
TRACIE CHAPA	ASSISTANT PRINCIPAL HIGH SCHOOL	ODESSA HIGH SCHOOL	6/28/2022

ROGER CLEERE	DIRECTOR OF TRANSPORTATION	TRANSPORTATION	6/30/2022
JOYCE COLLINS	SUPERVISOR	SPECIAL EDUCATION	6/30/2022
MARISSA CONTRERAS	COUNSELOR	ODESSA HIGH SCHOOL	6/21/2022
PAUL FULCE	PRINCIPAL	BOWIE MIDDLE SCHOOL	6/30/2022
RACHEL GERIG	ASSOCIATE PRINCIPAL	ODESSA HIGH SCHOOL	6/30/2022
JENNIFER HAGLER	ASSISTANT PRINCIPAL ELEMENTARY SCHOOL	TRAVIS ELEMENTARY	6/28/2022
REBECCA HALL	DIAGNOSTICIAN	SPECIAL EDUCATION	6/13/2022
AMBER HAND	DIAGNOSTICIAN	SPECIAL EDUCATION	6/13/2022
DA'LISA HATCHER	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/28/2022
VALAREE HAWKINS	SUPERVISOR	SPECIAL EDUCATION	6/30/2022
TERRY HENKELL	POLICE OFFICER	POLICE	6/30/2022
TONYA HOUSTON	ASSISTANT PRINCIPAL MIDDLE SCHOOL	CROCKETT MIDDLE SCHOOL	6/28/2022
ROSA JULIAN	DIAGNOSTICIAN	SPECIAL EDUCATION	6/13/2022
MARISSA KING	SUPERVISOR	STATE ASSESSMENT	6/30/2022
DEBORAH LIEB	SPECIALIST	COMMUNITY ENGAGEMENT	6/30/2022
HECTOR LIMON	ASSOCIATE PRINCIPAL	ODESSA HIGH SCHOOL	6/30/2022
LISA LOZANO	COUNSELOR	GUIDANCE & COUNSELING	6/14/2022
DORA MARTINEZ	ASSISTANT PRINCIPAL ELEMENTARY SCHOOL	WEST ELEMENTARY SCHOOL	6/28/2022
HEATHER MCKETHAN	COUNSELOR	ODESSA HIGH SCHOOL	6/21/2022
ANGIE MOAD	PRINCIPAL	GONZALES ELEMENTARY	6/30/2022
AMANDA MOFFITT	COUNSELOR	HAYS ELEMENTARY SCHOOL	6/13/2022
LANI MUNGIA	HUMAN RESOURCES DIRECTOR	HUMAN RESOURCES	6/30/2022
NORMA PARRA-SOLANO	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/30/2022
JOSE PORRAS	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/30/2022
TIFFANY RICKMAN	PRINCIPAL	JORDAN ELEMENTARY	6/30/2022
ELENA RIVERA	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/30/2022
MARIA SERRANO	PRINCIPAL	BURNETT ELEMENTARY	6/30/2022
MISTI SMITH	DIAGNOSTICIAN	SPECIAL EDUCATION	6/13/2022
ELAINE SMITH	HUMAN RESOURCES DIRECTOR	HUMAN RESOURCES	6/30/2022
KENYA THOMAS	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/30/2022
NANCY VANLEY	EXEC DIRECTOR GUIDANCE & COUNSELING	GUIDANCE & COUNSELING	6/30/2022
REBECCA WEIDNER	ACCOUNTANT SPECIAL PROJECTS	FINANCE DEPARTMENT	6/30/2022
MICHELLE WORKMAN	TESTING COORDINATOR	ODESSA HIGH SCHOOL	6/28/2022
TERESA PORATH	COUNSELOR	GUIDANCE & COUNSELING	6/14/2022
AMANDA WHITE	ASSISTANT PRINCIPAL ELEMENTARY SCHOOL	SAM HOUSTON ELEMENTARY	6/30/2022
MARCELA HERNANDEZ GARCIA	COUNSELOR	PEASE ELEMENTARY	6/13/2022
SUSAN GARCIA	COUNSELOR	BUICE ELEMENTARY	6/13/2022
MARIA ARMENDARIZ	ASSISTANT PRINCIPAL MIDDLE SCHOOL	ECTOR MIDDLE SCHOOL	6/3/2022
MIRANDA BROWN	DIAGNOSTICIAN	SPECIAL EDUCATION	6/13/2022
JOSETTE DOBBINS	DIRECTOR, PURCHASING	PURCHASING	7/14/2022
ADAM PORTILLO	PRINCIPAL, ALTER CENTER	ALTERNATIVE EDUC CENTER	7/20/2022
COREY SEYMOUR	EXECUTIVE DIRECTOR LEADERSHIP	SECONDARY LEADERSHIP	7/7/2022
MISTY CARRELL	BEHAVIOR SPECIALIST	SPECIAL EDUCATION	7/29/2022
AMANDA SIERRA	ASSISTANT PRINCIPAL ELEMENTARY SCHOOL	IRELAND	6/28/2022
PAIGE SLATER	COUNSELOR	JORDAN ELEMENTARY	6/14/2022
PATRICIA HOMER	COUNSELOR	GUIDANCE & COUNSELING	6/14/2022
VICTOR MELENDEZ	COUNSELOR	ALTERNATIVE EDUC CENTER	6/13/2022
ELISHA VEGA	COORDINATOR, ELAR	CURRICULUM & INSTRUCTION	6/30/2022