

Agenda of Regular Meeting

The Board of Trustees Ector County Independent School District

A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held January 16, 2024, 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:
Bowie Middle School Students Ethan Carter, 7th Grade and Jaxon Christesson, 6th Grade
4. Invocation: Reverend Adrienne B. Coleman, Highland United Methodist Church
5. Special Presentations:
Presentation of Texas Association of School Boards BuyBoard Rebate
Recognition of UIL Student Congress (Debate) State Qualifier
Introduction of All-State and Academic All-State Student-Athletes
School Board Recognition Month Proclamation
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
 - A. Bond 2023 Update 3
 - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 33
9. Board Policy
 - A. Discussion of and Request for Approval of TASB Local Policy Update 122 59
10. Action Items
 - A. Discussion of and Request for Approval of Purchases over \$50,000 90
 - B. Discussion of and Request for Approval of 2023-2024 Budget Amendment #5 94
 - C. Discussion of and Request for Approval of Memorandum of Understanding between WestEd and ECISD for the Evaluation of the Air Tutors Program 98
11. Consent Agenda
 - A. Request for Approval of Minutes of Meetings 107
 - B. Request for Approval of Bills for Payment 117

C. Request for Approval of Acceptance of Donations Over \$10,000	136
D. Request for Approval of Community Training and Assistance Center (CTAC) Mutual Confidentiality and Non-Disclosure Agreement	142
E. Request for Approval of Community Training and Assistance Center (CTAC) Collaborative Agreement	148
F. Request for Approval of Office of the Governor Police Grants	151
12. Report/Discussion Items	
A. Presentation of the Tutor Co-Pilot Artificial Intelligence Cutting-Edge Research & Innovation Partnership with FEV Tutoring & Ector County ISD	160
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 hiring of the Principal at Ector Middle School). Security Personnel, Devices or Security Audits - Section 551.076 of the Texas Government Code (The Board will receive and deliberate a School Safety Audit Report). 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.]	
14. Information Items	
A. Acknowledgement of Donations	168
B. Financials	170
C. Purchasing Report	174
D. Routine Personnel Report	175
15. Closing Remarks by Superintendent	
16. Adjournment	



BOND 2023 UPDATE

Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.



BOND 2023

School Board Update
January 16, 2024



OVERVIEW

- 5 Year Project Calendar
- Financials
- Land Acquisition
- Future Actions
 - Bond Oversight Committee Quarterly Meetings
 - Bond Management
 - Request for Qualifications – Architectural & Engineering Services
 - Identification of Construction Method by Project
 - Identification of Third Party Project Management Services

PROJECTS

Career and Technical Education (CTE) Center

Agricultural Farm

Transition Learning Center

PHS Auditorium Renovation

Fine Arts Instruments

Middle School Performance Risers

Middle School Band/Mariachi Uniforms

JROTC Facility

New Middle School

Land Purchases

Transportation Facility

Buses

Priority 1 & 2 Items

Technology-Phone Systems

Technology-Public Address Systems

Technology- Surveillance Cameras

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Technology-Interactive Displays

Technology-Audio Visual Equipment

Baseball & Tennis Court Lights (OHS, PHS)

Middle School Tennis Court Resurfacing

Middle School Gym Bleachers

5 YEAR PROJECT CALENDAR



PROJECT CALENDAR - ALL YEARS

2024	2025	2026	2027	2028
CTE CENTER-CONSTRUCTION	CTE CENTER-CONSTRUCTION	CTE CENTER-CONSTRUCTION	FINE ARTS INSTRUMENTS	PRIORITY 1&2 ITEMS
AUDITORIUM RENOVATION-PHS	AGRICULTURAL FARM BUILDINGS-CTE	FINE ARTS INSTRUMENTS	MIDDLE SCHOOL UNIFORMS-BAND&MARIACHI	
FINE ARTS INSTRUMENTS	TRANSITION LEARNING CENTER	MIDDLE SCHOOL UNIFORMS-BAND&MARIACHI	PRIORITY 1&2 ITEMS	
MIDDLE SCHOOL PERFORMANCE RISERS	AUDITORIUM RENOVATION-PHS	MIDDLE SCHOOL		
MIDDLE SCHOOL UNIFORMS BAND&MARIACHI	FINE ARTS INSTRUMENTS	TRANSPORTATION FACILITY		
JROTC FACILITY	MIDDLE SCHOOL PERFORMANCE RISERS	TRANSPORTATION BUSES		8
LAND PURCHASE	MIDDLE SCHOOL UNIFORMS-BAND&MARIACHI	PRIORITY 1&2 ITEMS		
TRANSPORTATION FACILITY	JROTC FACILITY			
TRANSPORTATION BUSES	MIDDLE SCHOOL			
PRIORITY 1&2 ITEMS	TRANSPORTATION FACILITY			
TECHNOLOGY - PHONE SYSTEMS	TRANSPORTATION BUSES			
TECHNOLOGY-PUBLIC ADDRESS SYSTEMS	PRIORITY 1&2 ITEMS			
TECHNOLOGY-SURVEILLANCE CAMERAS	TECHNOLOGY-PUBLIC ADDRESS SYSTEMS			
TECHNOLOGY-INTERACTIVE DISPLAYS	MIDDLE SCHOOL TENNIS COURT RESURFACING			
TECHNOLOGY- AUDIO/VISUAL EQUIPMENT	MIDDLE SCHOOL GYM BLEACHERS			
BASEBALL & TENNIS COURT LIGHTS-OHS				
BASEBALL LIGHTING-PHS				



PROJECT CALENDAR - 2024

Career and Technical Education CTE Center

Middle School

CTE Agricultural Farm

PHS Auditorium Renovation

Fine Arts Instruments

Middle School Performance Risers

Middle School Fine Arts Uniforms

JROTC Facility

Transportation Facility

Buses

Athletics Lighting (Baseball, Tennis)

Transition Learning Center

Priority 1 & 2 Maintenance Items

Land Purchase

Technology – Phone Systems

Technology – Public Address Systems

Technology – Surveillance Cameras

Technology – Interactive Displays

Technology – Audio/Visual Equipment

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BOND 2023

PROJECT CALENDAR - 2025

Career and Technical Education CTE Center

Middle School

CTE Agricultural Farm

PHS Auditorium Renovation

Fine Arts Instruments

Middle School Performance Risers

Middle School Fine Arts Uniforms

JROTC Facility

Transportation Facility

Buses

Technology Public Address Systems

Tennis Court Resurfacing

Middle School Gym Bleachers

Transition Learning Center

Priority 1 & 2 Maintenance Items

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PROJECT CALENDAR - 2026

Career and Technical Education CTE Center

Middle School

Middle School Fine Arts Instruments

Middle School Fine Arts Uniforms

Buses

Transportation Facility

Priority 1 & 2 Maintenance Items

PROJECT CALENDAR - 2027

Middle School Fine Arts Instruments

Middle School Fine Arts Uniforms

Priority 1 & 2 Maintenance Items

PROJECT CALENDAR - 2028

Priority 1 & 2 Maintenance Items

FINANCIALS



Bond 2023 Costs by Project

FINANCIALS

Totals	\$424,263,000	\$3,193,412	\$-	\$421,069,588
Percent	100%	1%	0%	99%

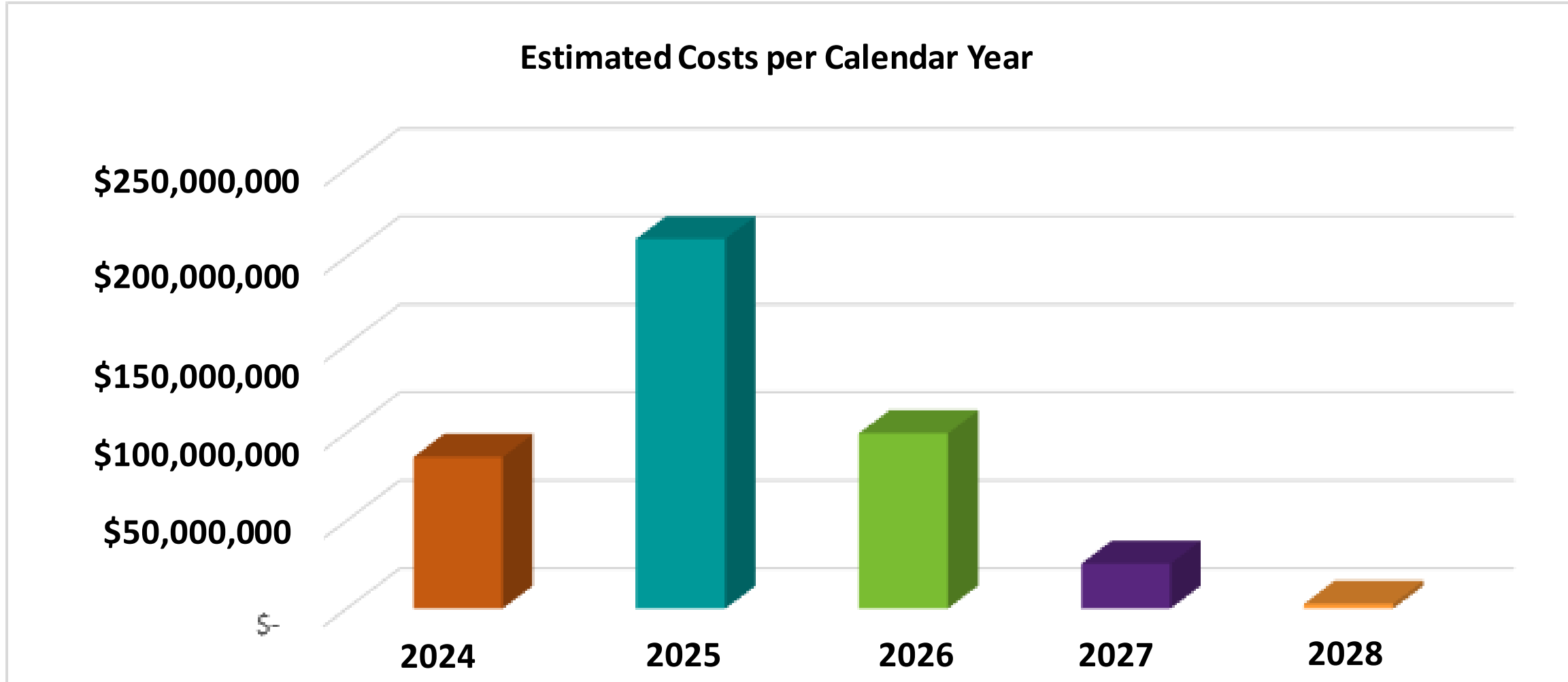
Project Name	Budget	Encumbrance	Actual	Available
CAREER AND TECHNICAL EDUCATION (CTE) CENTER	80,000,000			80,000,000
AGRICULTURAL FARM -CTE	7,500,000			7,500,000
TRANSITION LEARNING CENTER	8,000,000			8,000,000
PHS AUDITORIUM RENOVATION	12,500,000			12,500,000
FINE ARTS INSTRUMENTS	3,665,000			3,665,000
MIDDLE SCHOOL PERFORMANCE RISERS	150,000			150,000
MIDDLE SCHOOL UNIFORM-BAND&MARIACHI	685,000			685,000
JROTC FACILITY	1,500,000			1,500,000
MIDDLE SCHOOL	120,000,000			120,000,000
LAND PURCHASE	9,000,000			9,000,000
TRANSPORTATION FACILITY	35,000,000			35,000,000
TRANSPORTATION BUSES	2,450,000			2,450,000
PRIORITY 1&2 ITEMS	117,783,000			117,783,000
TECHNOLOGY - PHONE SYSTEMS	2,500,000			2,500,000
TECHNOLOGY-PUBLIC ADDRESS SYSTEMS	10,000,000			10,000,000
TECHNOLOGY-SURVEILLANCE CAMERAS	6,000,000			6,000,000
TECHNOLOGY- INTERACTIVE DISPLAYS	3,500,000	3,193,412	-	306,588
TECHNOLOGY–AUDIO VISUAL EQUIPMENT	1,500,000			1,500,000
BASEBALL & TENNIS COURT LIGHTS-OHS	650,000			650,000
BASEBALL LIGHTING-PHS	400,000			400,000
MIDDLE SCHOOL TENNIS COURT RESURFACING	1,000,000			1,000,000
MIDDLE SCHOOL GYM BLEACHERS	480,000			480,000

ECISD Bond 2023

Costs by Calendar Year (estimated)

\$424,263,000

FINANCIALS



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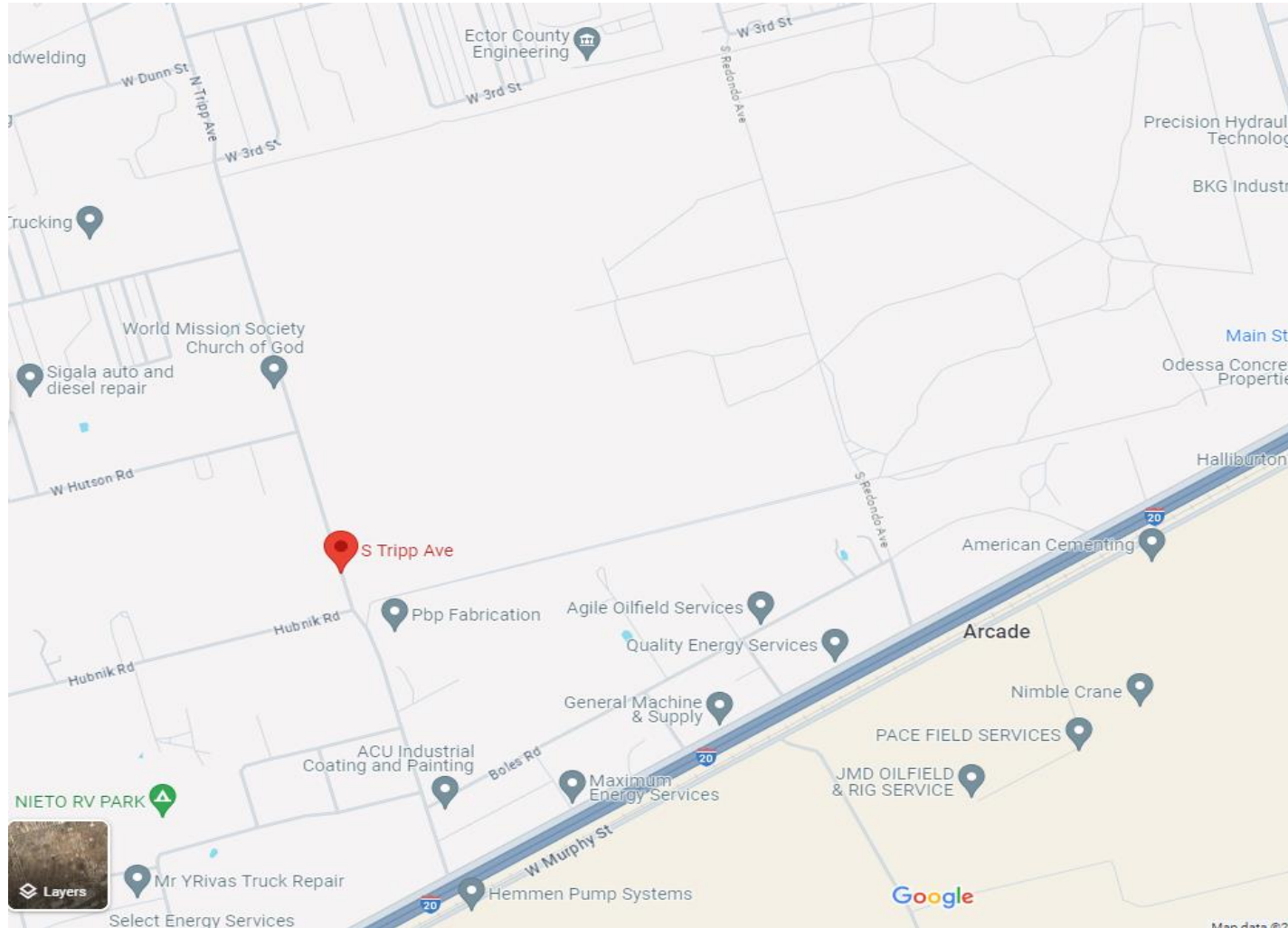
Estimated costs per time period	\$86,192,500	\$210,037,500	\$99,650,000	\$25,600,000	\$2,783,000
Estimated percentage per time period	20.32%	49.51%	23.49%	6.03%	0.66%
Estimated cumulative costs	\$86,192,500	\$296,230,000	\$395,880,000	\$421,480,000	\$424,263,000
Estimated cumulative percentage	20.32%	69.82%	93.31%	99.34%	100.00%

LAND ACQUISITION

ECTOR COUNTY AND ECISD

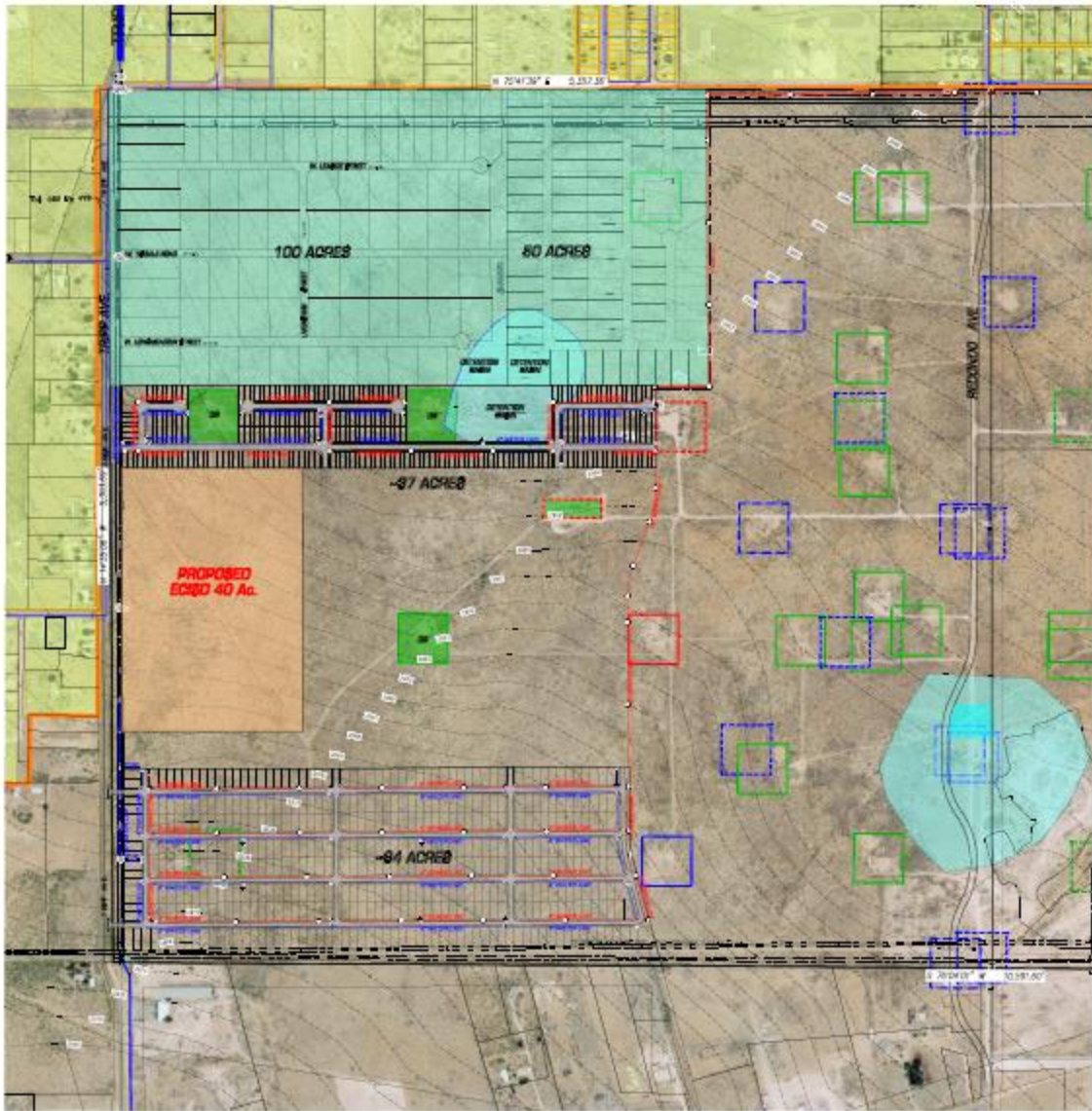


MIDDLE SCHOOL



- 40 acres of land
- Located off South Tripp Avenue in West Odessa
- \$720,000

MIDDLE SCHOOL



ECTOR COUNTY AND ECISD



CTE FACILITY



- 37 acres of Land
- Donated by Grow Odessa
- Located off East Murphy Street and South Meadow Ave. near I-20



New HS/CTE Center

Frost Technical Center

ECTOR COUNTY AND ECISD



FUTURE GROWTH

- Sunset Property
- 9301 Andrews Highway
Odessa, TX
- 169.3 acres
- \$3.4 million

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FUTURE ACTIONS

BOND MANAGEMENT

- Hybrid Model
- Internal & External Project Management

Bond Oversight Committee:

- Feliz Abalos
- Thomas Blackstone
- Charles Cotten
- Andrea Goodson
- Darlene Mays
- Sara Moore
- Kevin Searcy
- David Sovil
- Willie Taylor
- Mari Willis

ARCHITECTURAL/ENGINEERING

- Request for Qualifications posted January 10, 2024
- Recommendation to Award in February 2024
- Assignment Projects to Architectural/ Engineering Firms

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PROJECT CONSTRUCTION METHOD

- Competitive Bidding
- Competitive Sealed Proposal
- Construction Manager-Agent
- Construction Manager at Risk
- Design-Build
- Job Order Contracts

THANK YOU





Methods of Procurement/Delivery

- **Competitive Bidding** - A delivery method by which a district contracts with a contractor for the construction, alteration, rehabilitation, or repair of a facility by awarding the contract to the lowest responsible bidder.
- **Competitive Sealed Proposal** - A delivery method by which a district requests proposals, ranks the offerors, negotiates, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.
- **Construction Manager-Agent** - Is a delivery method by which a district contracts with a Construction Manager-Agent to provide consultation or administrative services during the design and construction phase to manage multiple contracts with various prime contractors.
- **Construction Manager at Risk** - A delivery method by which a district contracts with a Construction Manager at Risk to provide consultation or administrative services during the design and construction phase and to manage multiple contracts with various construction prime contractors.
- **Design-Build** - A delivery method by which a district contracts with a single entity to provide both design and construction services for the construction, rehabilitation, alteration, or repair of a facility.
- **Job Order Contracts** - A procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite.



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 BOND 2023 PURCHASES OVER \$50,000

DATE: January 16, 2024

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.

Administrative Recommendation:
Approval of Bond 2023 Purchases over \$50,000

ECISD
 Request for purchases over \$50,000-BOND
 January 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1	Basin Abstract & Title	\$ 756,000	Bond Funds 693	Anthony Sorola District Operations	Real Estate	Real Estate Purchase	Purchase of property located at S. Tripp Ave., Odessa TX Sections 34 & 35 of Block 43 40 acres. Land of \$720k plus other required costs.	Final Completion of Purchase

October 9, 2023

ECISD Board of Trustees

As requested, I have examined the unimproved property located at S. Tripp Ave., Odessa, Texas being further described as:

40 Acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided interest in 640 Acres

Subject Property's land size is 40 acres (1,742,400 SF) out of 640 acres (27,878,400 SF). There are currently no improvements in place. Subject property is considered raw land.

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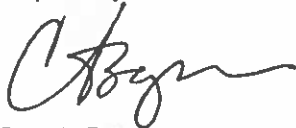
My purpose is to give you my opinion as to the Fair Market Value of the property as of this date. It is my opinion that this property's worth on the present market is:

SEVEN HUNDRED AND TWENTY THOUSAND DOLLARS

\$720,000.00

THIS IS AN OPINION OF VALUE OR COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. In making any decision that relies on my work, you should know that I have not followed the guidelines for the development of an appraisal or analysis contained in the Uniform Standards of Professional Practice of the Appraisal Foundation. **THIS IS A BROKER'S OPINION OF VALUE ONLY.**

Respectfully submitted,



Cory A. Bynum
Agent
The Havens Group, Inc.
Commercial Real Estate



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Addis Family Legacy Trust et al.

Address: Phone: E-mail: Mobile: Fax or Other:

Buyer: Ector County Independent School District

Address: 802 N. Sam Houston Ave., Odessa, TX 79761 Phone: E-mail: dan.weaver@havensgroup.net Mobile: Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Ector County, Texas at Sections 34 & 35 of Block 43, Odessa, (address) and that is legally described on the attached Exhibit A or as follows: 40 Acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided interest in 640 acres. With an actual legal description to be determined by a survey.

B. Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property: (1) Cash portion payable by Buyer at closing \$ 720,000.00 (2) Sum of all financing described in Paragraph 4 \$ (3) Sales price (sum of 3A(1) and 3A(2)) \$ 720,000.00

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ **18,000.00** per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____ This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$7,200.00** as earnest money with **Basin Abstract & Title** (title company) at **4526 E. University Ste 2a Odessa, TX 79762** (address) **Mike Withrow** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

- (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

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(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 60 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 21 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

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A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

B. Feasibility Period: Buyer may terminate this contract for any reason within **90** days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ **250.00** that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of **30** days by delivering **\$2,500.00** to the title company as additional earnest money.

(a) **\$250.00** of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

- (i) The additional independent consideration.
- (ii) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed ⁴⁰ any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: (Check all that apply.)

- (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

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8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: BPA Commercial Properties

Cooperating Broker: The Havens Group Inc.

Agent: Bill Anderson

Agent: Dan Weaver

Address: 4060 Faudree RD. Suite 104 A #122
Odessa, TX 79765

Address: 6010 E. HWY 191 Suite 145
Odessa, TX 79762

Phone & Fax: (432)425-2904

Phone & Fax: (432)582-2250

E-mail: bill@soldona-team.com

E-mail: dan.weaver@havensgroup.net

License No.: 493571

License No.: 523430

Principal Broker: *(Check only one box)*

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

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B. Fees: *(Check only (1) or (2) below.)*

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 2.500 % of the sales price.

Cooperating Broker a total cash fee of:
 2.500 % of the sales price.

The cash fees will be paid in Ector County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 30 days after the expiration of the feasibility period.
 _____ *(specific date)*.
- (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____ and Buyer 

Page 7 of 15

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
40 acres to be surveyed out of T-2-S Block 43 Sec 34 (Card #1) WH McCollum undivided interest in 640 acres, at Buyers expense of which the overall survey must be agreed upon by Buyer and Seller for continuity of the overall development of Sec 34 & 35 of Block 43.

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

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14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

B. Except as otherwise provided in this contract, Seller is not aware of:

- (1) any subsurface: structures, pits, waste, springs, or improvements; 46
- (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) **Form TXR-1905 Addendum for Reservation of Oil and Gas and other Minerals**

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(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities⁴⁸ located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

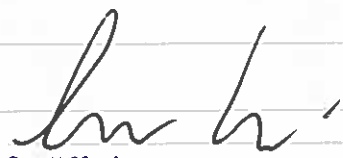
26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on **October 20, 2023**, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: **Addis Family Legacy Trust et al.** _____

Buyer: **Ector County Independent School District** _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature):  _____ 49
Printed Name: **Scott Muri**
Title: **Superintendent**

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ _____, or
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____ 50

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

Exhibit "A"





ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

Sections 34 & 35 of Block 43

Odessa

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
X (1) Seller reserves all of the Mineral Estate owned by Seller.
(2) Seller reserves an undivided interest in the Mineral Estate owned by Seller. NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.
C. Seller X does does not waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.
D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller.

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IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate.

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer

[Handwritten signature]

Seller

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC No. 44-3 This form replaces TREC No. 44-2.



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

The Havens Group Inc. Licensed Broker /Broker Firm Name or Primary Assumed Business Name	523430 License No.	janice.havens@havensgroup.net Email	(432)582-2250 Phone
Janice Havens Designated Broker of Firm	523430 License No.	janice.havens@havensgroup.net Email	(432)582-2250 Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Dan Weaver/ Cory Bynum Sales Agent/Associate's Name	489947 License No.	dan.weaver@havensgroup.net Email	(432)582-2250 Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission
TXR-2501

Information available at www.trec.texas.gov
IABS 1-0 Date

The Havens Group, Inc. 6010 E Hwy 191 Ste 145 Odessa, TX 79762
Cory Bynum

Phone: (432)582-2250 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

S. Tripp Ave.



COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED ©Texas Association of REALTORS®, Inc. 2022

CONCERNING THE PROPERTY AT: Sections 34 & 35 of Block 43, Odessa,

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT. THE TERM "LANDLORD" INCLUDES SUBLESSORS.

PART I - Complete if Property is Improved or Unimproved

Table with 3 columns: Question, Aware, Not Aware. Contains 16 numbered questions regarding environmental conditions and property status.

Aware **Not
Aware**

- (7) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? [] []
- (8) pending changes in zoning, restrictions, or in physical use of the Property? [] []
The current zoning of the Property is: _____
- (9) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? [] []
- (10) lawsuits affecting title to or use or enjoyment of the Property? [] []
- (11) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? . . [] []
- (12) common areas or facilities affiliated with the Property co-owned with others? [] []
- (13) an owners' or tenants' association or maintenance fee or assessment affecting the Property? [] [] 55
If aware, name of association: _____
Name of manager: _____
Amount of fee or assessment: \$ _____ per _____
Are fees current through the date of this notice? [] yes [] no [] unknown
- (14) subsurface structures, hydraulic lifts, or pits on the Property? [] []
- (15) intermittent or wet weather springs that affect the Property? [] []
- (16) any material defect in any irrigation system, fences, or signs on the Property? [] []
- (17) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? [] []
- (18) any of the following rights vested in others:
 - (a) outstanding mineral rights? [] []
 - (b) timber rights? [] []
 - (c) water rights? [] []
 - (d) other rights? [] []
- (19) any personal property or equipment or similar items subject to financing, liens, or lease(s)? [] []
If aware, list items: _____

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) _____

PART 2 - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of any of the following conditions*:	Aware	Not Aware
(1) Present flood insurance coverage?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(2) Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(3) Previous flooding due to a natural flood event?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(4) Previous water penetration into a structure on the Property due to a natural flood event?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(5) Located [<input type="checkbox"/>] wholly [<input type="checkbox"/>] partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(6) Located [<input type="checkbox"/>] wholly [<input type="checkbox"/>] partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(7) Located [<input type="checkbox"/>] wholly [<input type="checkbox"/>] partly in a floodway?	[<input type="checkbox"/>]	[<input type="checkbox"/>]
(8) Located [<input type="checkbox"/>] wholly [<input type="checkbox"/>] partly in a flood pool?	[<input type="checkbox"/>]	[<input type="checkbox"/>] ⁵⁶
(9) Located [<input type="checkbox"/>] wholly [<input type="checkbox"/>] partly in a reservoir?	[<input type="checkbox"/>]	[<input type="checkbox"/>]

If the answer to any of the above is "aware," explain: *(attach additional sheets as necessary)*

***If Buyer or Tenant is concerned about these matters, Buyer or Tenant may consult Information About Flood Hazards (TXR 1414)**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

(10) Have you (Seller or Landlord) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? [] yes [] no
If yes, explain: *(attach additional sheets as necessary)*

(11) Have you (Seller or Landlord) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? [] yes [] no
If yes, explain: *(attach additional sheets as necessary)*

PART 3 - Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	Aware	Not Aware	Not Appl.
(1) Structural Items:			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	[]	[]	[]
(b) exterior walls?	[]	[]	[]
(c) fireplaces and chimneys?	[]	[]	[]
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	[]	[]	[]
(e) windows, doors, plate glass, or canopies	[]	[]	[]
(2) Plumbing Systems:			
(a) water heaters or water softeners?	[]	[]	[]
(b) supply or drain lines?	[]	[]	[]
(c) faucets, fixtures, or commodes?	[]	[]	[]
(d) private sewage systems?	[]	[]	[]
(e) pools or spas and equipment?	[]	[]	[]
(f) fire sprinkler systems?	[]	[]	[]
(g) landscape sprinkler system?	[]	[]	[]
(h) water coolers?	[]	[]	[]
(i) private water wells?	[]	[]	[]
(j) pumps or sump pumps?	[]	[]	[]
(k) gas lines?	[]	[]	[]
(3) HVAC Systems: any cooling, heating, or ventilation systems?	[]	[]	[]
(4) Electrical Systems: service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	[]	[]	[]
(5) Other Systems or Items:			
(a) security or fire detection systems?	[]	[]	[]
(b) fire detection systems?			
(b) porches or decks?	[]	[]	[]
(d) garage doors and door operators?	[]	[]	[]
(e) loading doors or docks?	[]	[]	[]
(f) rails or overhead cranes?	[]	[]	[]
(g) elevators or escalators?	[]	[]	[]
(h) parking areas, drives, steps, walkways?	[]	[]	[]
(i) appliances or built-in kitchen equipment?	[]	[]	[]

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If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.)

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	[]	[]
(b) water penetration?	[]	[]
(c) previous flooding or water drainage?	[]	[]
(d) soil erosion or water ponding?	[]	[]
(2) previous structural repair to the foundation systems on the Property?	[]	[]
(3) settling or soil movement materially and adversely affecting the Property?	[]	[]
(4) pest infestation from rodents, insects, or other organisms on the Property?	[]	[]
(5) termite or wood rot damage on the Property needing repair?	[]	[]
(6) mold to the extent that it materially and adversely affects the Property?	[]	[] ⁵⁸
(7) mold remediation certificate issued for the Property in the previous 5 years? <i>if aware, attach a copy of the mold remediation certificate.</i>	[]	[]
(8) previous termite treatment on the Property?	[]	[]
(9) previous fires that materially affected the Property?	[]	[]
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	[]	[]
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	[]	[]

If you are aware of any conditions described under Paragraph B, explain. *(Attach additional information, if needed.)* _____

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: _____

Buyer or Tenant: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.



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 122

DATE: January 16, 2024

The Administration requests the Board approve TASB Local Policy Update 122. Changes to Update 122 are based almost exclusively on legislation from the 88th Regular Legislative Session.

Administrative Recommendation:

Approval of TASB Local Policy Update 122.



Update 122

Local Policy Overview

- Recommended changes in Update 122 are based almost exclusively on legislation from the 88th Regular Legislative Session.
- Revisions are recommended to ten local policies.

CQB (LOCAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

- Due to SB 271, the notification requirements have undergone revision. The security breach notification provisions have been updated to include security incidents.

Security Breach Notifications

Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

CSA (LOCAL)

FACILITY STANDARDS: SAFETY AND SECURITY

62

- New local policy focused on facility safety and security.
- Includes recommended provisions tailored for audits of building access control.
- Adheres with the Commissioner's recently introduced School Safety Rules for Facilities.
- These changes became effective on May 31, 2023 - ECISD has been in compliance.

DC (LOCAL)

EMPLOYMENT PRACTICES

- HB 1789 establishes a nepotism exception for bus driver hiring, regardless of county size, with board approval.
- One suggestion is to add a reference note to DBE(LEGAL) within the policy:
- This note serves as a reminder within the policy, delegating hiring authority for noncontractual employees to the superintendent, emphasizing the specific requirements for the nepotism exception related to bus drivers.

Employment of
Noncontractual
Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

EHB(LOCAL)

CURRICULUM DESIGN: SPECIAL PROGRAMS

64

- New provisions are advised to align with HB 3928.
- HB 3928 requires adoption and implementation of a policy ensuring district compliance with rules & standards of the State Board of Education and published guidance from the Commissioner related to testing students for dyslexia & related disorders.

Dyslexia and Related Disorders

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

EHBC(LOCAL)

SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

- This local policy, with text on accelerated instruction, has been recodified to a new policy - EHBCA(LOCAL).
- This better aligns the policy with a corresponding legal policy created in Update 121 last year.

Ector County ISD 068904	SPECIAL PROGRAMS COMPENSATORY SERVICES AND INTENSIVE PROGRAMS	EHBC (LOCAL)
Accelerated Instruction	Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.	The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.
Accelerated Learning Committee	When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.	A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.

EHBCA(LOCAL)

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

66

- Policy recodified from EHBC(LOCAL) to align better with EHBCA(LEGAL), which was created last year.
- HB 1416 made changes to requirements for accelerated instruction.
 - Parents may now request a particular teacher after a student fails to perform satisfactorily on a state assessment for any grade level (used to be just grades 3, 5, & 8)
 - References to the abolished accelerated learning committee were removed and replaced by a mandate for districts to create accelerated learning plans for students who fail to perform satisfactorily on a state assessment

FEA(LOCAL)

ATTENDANCE: COMPULSORY ATTENDANCE

67

- SB 68 authorizes districts to excuse a student from school for career investigation days during the junior and senior years.
- Allows the student to visit a professional's workplace and assess interest in a career within that field.
- Recommendation is to allow the maximum days permitted as excused absences — up to two days in the junior year and up to two days in the senior year.

Career Investigation The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

FFAC(LOCAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

68

- Recommended revisions to opioid antagonist provisions align with SB 629.
- Noteworthy that ECISD addressed in policy administration of opioid antagonists for opioid-related overdoses over a year ago – long before any formal guidance was made available to school districts.
- SB 629 mandates the presence of an authorized and trained individual to administer the medication during regular school hours on each campus serving grades 6 through 12.
- ECISD policy language will continue to extend this provision to all campuses and grade levels, as has been the practice over the last year.

FFB(LOCAL)

STUDENT WELFARE: CRISIS INTERVENTION

- **Student Reports:** HB 3 requires each campus to establish clear procedures for students to report concerning behavior exhibited by another student.
- **Employee Confidentiality:** SB 1720 permits an employee who reports a potential threat to do so anonymously.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

FL(LOCAL) STUDENT RECORDS

- HB 1416 repeals provisions associated with accelerated learning committees
- References to the abolished accelerated learning committee have been substituted with emphasis on the newly mandated accelerated education plan
- This plan is now required for certain students who do not perform satisfactorily on state assessments.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any ~~documentation of discussion or action by an accelerated learning committee convened~~ education plan developed for the student.

Questions?

Plan The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach Notifications Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

Personnel Duties

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

Filling Vacancies

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

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

Applicants

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

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

Selection and Employment

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

Employment of Contractual Personnel

The Board retains final authority for employment of campus principals and all other contractual personnel in leadership positions at the executive director level and above.

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

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

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

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

EMPLOYMENT PRACTICES

DC
(LOCAL)

Authorization for
Temporary
Employees

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

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

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

**Employment
Assistance
Prohibited**

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

Dyslexia and Related Disorders

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

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.

**SPECIAL PROGRAMS
COMPENSATORY SERVICES AND INTENSIVE PROGRAMS**

**EHBC
(LOCAL)**

~~Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.~~

**Accelerated
Instruction**

~~The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.~~

**Accelerated
Learning Committee**

~~When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.~~

~~A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.~~

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
ACCELERATED INSTRUCTION

EHBCA
(LOCAL)

Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

Accelerated Education Plan

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education.

Career Investigation

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ~~ten~~10 consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

**Medication Provided
by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

**Medication Provided
by District**

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Emergency Basis

The District shall purchase certain nonprescription medications to administer to students only on an emergency basis and in accordance with:

1. Protocols established by the District's medical adviser who must be licensed to practice medicine in the state of Texas; and
2. Parental consent given on the emergency treatment form.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under these protocols and permissions.

~~Administration of
Opioid Antagonist~~

~~Given adequate availability of resources, the~~ This provision shall be applicable to every campus.

~~Medication On
Campus~~

The District ~~shall acquire~~ authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and ~~store opioid antagonist medication, such as Naloxone, to assist~~ this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person ~~who may be~~ is experiencing an opioid-related drug overdose. ~~Only a registered nurse or other designated and trained District employee~~

*Maintenance,
Availability,
Training, and
Reporting*

Each applicable campus shall ~~be~~ have at least one individual who is authorized ~~to administer this medication and may do so only in accordance with a standing order or procedures approved~~ trained to administer an opioid antagonist present during regular school hours.

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by ~~a physician licensed to practice medicine in the State of Texas~~. individuals who are authorized and trained to administer an opioid antagonist.

~~Contingent upon the availability of opioid antagonist medication, the~~ The Superintendent shall develop administrative ~~procedures regulations~~ addressing acquisition, maintenance, expiration, and disposal, ~~and availability~~ of opioid ~~antagonist medication~~ antago-nists in the District, as well as ~~reporting~~, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled/inactive students shall be retained for the period of time required by the District records retention schedules. Only the records management department shall destroy a student's cumulative record. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The records management officer is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any ~~documentation of discussion or action by an accelerated learning committee convened~~ education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.

- b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
- c. Immunization records. [See FFAB]
- 6. Attendance records.
- 7. Student questionnaires.
- 8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
- 9. Verified reports of serious or recurrent behavior patterns.
- 10. Copies of correspondence with parents and others concerned with the student.
- 11. Records transferred from other districts in which the student was enrolled.
- 12. Records pertaining to participation in extracurricular activities.
- 13. Information relating to student participation in special programs.
- 14. Records of fees assessed and paid.
- 15. Records pertaining to student and parent complaints.
- 16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school. Any confidential student records that are faxed shall be prefaced with a confidentiality statement.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;

3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

Fees for Copies

Copies of records shall be available at a per copy cost, payable in advance, as specified in the annual notice to parents of their privacy rights.

Transcripts and Transfers of Records

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the time line provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

Records Responsibility for Students in Special Education

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the department of special education.

Procedure to Amend Records

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ~~ten~~-10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ~~ten~~-10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they

have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Subpoenaed
Records**

All subpoenaed records shall be processed at the respective campus in which the student is currently enrolled. Subpoenaed records for students no longer enrolled at a District campus shall be processed through the records management department.

**Directory
Information**

The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

Unless the parent objects to the use of his or her child's information for limited purposes, the school will not need to ask for parental permission each time the District wishes to use this information for the school-sponsored purposes listed.

A parent shall be permitted to object to the release of student directory information regarding his or her child.



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: January 16, 2024

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.

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

ECISD
 Request for purchases over \$50,000
 January 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1	Ector County Abstract & Title	\$ 3,570,000	General Funds 199	Anthony Sorola District Operations	Real Estate	Real Estate Purchase	Purchase of property located at 9301 Andrews Hwy, Odessa TX. Sunset Golf & Country Club	Final Completion of Purchase
2	Bluefin, LLC PBK	\$ 1,500,000	General Funds 199 Insurance Recovery Fund 475	Anthony Sorola District Operations	RFQ 24-10	Roofing Consultant Services	Assistance with Design/Engineering Services including but not limited to roof replacement and roof repair projects and miscellaneous related work, including assessing current school facilities, prioritizing facility needs, assisting the District with selection of a delivery method as set out by current Texas law, preparing designs and specifications, assisting with advertising for bids/proposals, assisting with evaluating the bids/proposals, producing construction documents, comprehensive oversight of the project, authorizing payments to contractor(s), etc..	FY 2023/2024

RFQ #24-10 – Roofing Consultant Services

- **Purpose:** District Operations is seeking Roofing Consultant Services for the 23-24 School Year with an option to renew for up to four years (4) years. Renewals of the contract may be made in one (1) year intervals with the year immediately following the initial term being the First Renewal Term, not to exceed a total of five years (5) years, at the sole discretion of ECISD.
- **Background Info:** The Ector County ISD District Operations department needs assistance with Design/Engineering Services including but not limited to roof replacement and roof repair projects and miscellaneous related work, including assessing current school facilities, prioritizing facility needs, assisting the District with selection of a delivery method as set out by current Texas law, preparing designs and specifications, assisting with advertising for bids/proposals, assisting with evaluating the bids/proposals, producing construction documents, comprehensive oversight of the project, authorizing payments to contractor(s), etc..
- **Costs:** \$1,500,000
- **Funding Source:** 199 General Fund, 475 Insurance Recovery Fund
- **Recommended Supplier/Service Provider(s):** Bluefin, LLC

PBK

Professional Service Providers will be used on an as needed basis throughout the district to provide services to students and staff. This award will not be a guarantee of purchase for any goods or services.

Board Approval

Date

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

RFQ # 24-10 Roofing Consultant Services

SCORE SHEET

Closed: December 11, 2023 1:00PM

Consolidated

Criteria	Suppliers					
	Amtech Solutions, Inc.	Armko Industries, Inc.	Bluefin, LLC	PBK	Pinnacle Design Group	Terracon Consultants, Inc.
Evaluator #1	64	65	98	98	60	90
Evaluator #2	64	65	98	98	60	90
Evaluator #3	64	65	98	98	60	90
Total	192	195	294	294	180	270
Average	64	65	98	98	60	90



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 2023-2024 BUDGET AMENDMENT # 5**

DATE: January 16, 2024

Attached is a summary of the recommended Budget Amendment # 5 for the 2023-2024 budget. These are changes in estimated budgeted funds to fund items as noted on attached.

Administrative Recommendation:

Approval of 2023-2024 Budget Amendment # 5



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 AMENDED BUDGET - FUNCTION AND OBJECT
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS
 FOR THE PERIOD JULY 1, 2023 THRU JUNE 30, 2024
 FISCAL YEAR 2023-2024

		GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
		ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #5	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #5	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #5	AMENDED BUDGET
		7/1/2023	11/30/2023		01/31/2024	7/1/2023	11/30/2023		1/31/2024	7/1/2023	11/30/2023		1/31/2024
REVENUES													
5700	Local and Intermediate	\$ 169,500,000	\$ 148,737,041	\$ 26,540	\$ 148,763,581	\$ 675,320	\$ 675,320	\$ -	\$ 675,320	\$ 46,118,500	\$ 46,696,768	\$ -	\$ 46,696,768
5800	State	156,203,451	181,405,286	-	181,405,286	430,300	430,300	-	430,300	401,500	401,500	-	401,500
5900	Federal	6,000,000	6,000,000	-	6,000,000	16,958,658	17,815,658	-	17,815,658	-	-	-	-
	Total - All Revenues	331,703,451	336,142,327	26,540	336,168,867	18,064,278	18,921,278	-	18,921,278	46,520,000	47,098,268	-	47,098,268
APPROPRIATIONS by FUNCTION													
11	Instruction	202,095,977	205,272,582	106,540	205,379,122	-	-	-	-	-	-	-	-
12	Instructional Resources and Media Services	2,159,943	2,177,703	-	2,177,703	-	-	-	-	-	-	-	-
13	Curriculum and Staff Development	8,719,086	9,188,051	(1,357,949)	7,830,102	-	-	-	-	-	-	-	-
21	Instructional Leadership	5,656,651	5,710,398	(176,230)	5,534,168	-	-	-	-	-	-	-	-
23	School Leadership	21,539,711	21,749,821	-	21,749,821	-	-	-	-	-	-	-	-
31	Guidance, Counseling and Evaluation Services	13,981,624	14,229,931	120,000	14,349,931	-	-	-	-	-	-	-	-
32	Social Work Services	1,811,527	1,827,487	(15,000)	1,812,487	-	-	-	-	-	-	-	-
33	Health Services	3,254,406	3,288,406	-	3,288,406	-	-	-	-	-	-	-	-
34	Student Transportation	10,125,228	11,857,924	-	11,857,924	-	-	-	-	-	-	-	-
35	Food Services	-	-	-	-	18,064,278	22,278,119	-	22,278,119	-	-	-	-
36	Co/Extra Curricular Activities	8,162,823	8,219,311	(70,000)	8,149,311	-	-	-	-	-	-	-	-
41	General Administration	9,030,571	9,239,580	-	9,239,580	-	-	-	-	-	-	-	-
51	Plant Maintenance and Operations	38,015,291	41,129,697	-	41,129,697	-	-	-	-	-	-	-	-
52	Security and Monitoring Services	3,787,609	6,166,921	-	6,166,921	-	-	-	-	-	-	-	-
53	Data Processing Services	10,822,562	7,762,744	1,754,179	9,516,923	-	-	-	-	-	-	-	-
61	Community Services	1,558,309	1,732,492	(45,000)	1,687,492	-	-	-	-	-	-	-	-
71	Debt Services	1,294,300	1,375,300	10,000	1,385,300	-	-	-	-	46,520,000	47,665,625	-	47,665,625
81	Facilities Acquisition and Construction	1,500,000	8,468,653	3,570,000	12,038,653	-	-	-	-	-	-	-	-
99	Intergovernmental Charges	2,132,882	2,132,882	-	2,132,882	-	-	-	-	-	-	-	-
	Total - All Appropriations	345,648,500	361,529,883	3,896,540	365,426,423	18,064,278	22,278,119	-	22,278,119	46,520,000	47,665,625	-	47,665,625
OTHER FINANCING SOURCES/(USES)													
7000	Other Financing Sources	550,000	550,000	-	550,000	-	-	-	-	-	-	-	-
8000	Other Financing (Uses)	(525,000)	(525,000)	-	(525,000)	-	-	-	-	-	-	-	-
	Total Other Financing Sources (Uses)	25,000	25,000	-	25,000	-	-	-	-	-	-	-	-
	Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	(13,920,049)	(25,362,556)	(3,870,000)	(29,232,556)	-	(3,356,841)	-	(3,356,841)	-	(567,357)	-	(567,357)
	Fund Balance Beginning July 1	103,018,472	103,018,472		103,018,472	9,714,340	7,190,505		9,714,340	17,069,309	17,069,309		17,069,309
3000	Fund Balance Ending June 30 (Estimated)	\$ 89,098,423	\$ 77,655,916	\$ (3,870,000)	\$ 73,785,916	\$ 9,714,340	\$ 3,833,664	\$ -	\$ 6,357,499	\$ 17,069,309	\$ 16,501,952	\$ -	\$ 16,501,952
APPROPRIATIONS by OBJECT													
6100	Payroll Costs	\$ 256,983,618	\$ 262,435,336	\$ (2,064,996)	\$ 260,370,340	\$ 8,541,566	\$ 8,541,566	\$ -	\$ 8,541,566	\$ -	\$ -	\$ -	\$ -
6200	Purchased/Contracted Services	51,171,007	54,421,537	700,639	55,122,176	134,000	1,648,565	21,164	1,669,729	-	-	-	-
6300	Supplies and Materials	19,889,051	19,332,808	(180,932)	19,151,876	9,260,712	11,225,868	(21,164)	11,204,704	-	-	-	-
6400	Other Operating Expenses	12,644,124	13,130,938	(1,505,887)	11,625,051	53,000	61,500	-	61,500	-	-	-	-
6500	Debt Service	1,294,300	1,375,300	10,000	1,385,300	-	-	-	-	46,520,000	47,665,625	-	47,665,625
6600	Capital Outlay	3,666,400	10,833,964	6,937,716	17,771,880	75,000	800,620	-	800,620	-	-	-	-
	Total - All Appropriations	\$ 345,648,500	\$ 361,529,883	\$ 3,896,540	\$ 365,426,423	\$ 18,064,278	\$ 22,278,119	\$ -	\$ 22,278,119	\$ 46,520,000	\$ 47,665,625	\$ -	\$ 47,665,625

Ector County ISD
 Finance Department
 Budget Amendment
 Requests to be Appropriated
 2023/2024

5

FISCAL YEAR 2023-2024



Description	Requestor	Amount
GENERAL FUND		
The following will result in a decrease to fund balance.		
Sunset property		\$ 3,570,000
Supplemental services for SPED		\$ 300,000
		<u>\$ 3,870,000</u>
The following will result in no change to fund balance.		
Texas Division of Emergency Management donation for narcan nasal spray		\$ (14,040)
Narcan nasal spray		\$ 14,040
Education Foundation donation for grant writer position		\$ (12,500)
Grant writer position		\$ 12,500
		<u>\$ -</u>
The following will result in an increase to fund balance.		
None		\$ -
		<u>\$ -</u>
Net effect to fund balance		<u>\$ (3,870,000)</u>

SCHOOL NUTRITION FUNDS

The following will result in a decrease to fund balance.

None

\$ -

\$ -

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

None

\$ -

\$ -

The following will result in an increase to fund balance.

None

\$ -

\$ -

Net effect to fund balance

\$ -

DEBT SERVICE FUND

The following will result in a decrease to fund balance.

None

\$ -

\$ -

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

None

\$ -
\$ -

\$ -

The following will result in an increase to fund balance.

None

\$ -

\$ -

Net effect to fund balance

\$ -



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 OF MEMORANDUM OF UNDERSTANDING BETWEEN WESTED AND ECISD FOR THE EVALUATION OF THE AIR TUTORS PROGRAM**

DATE: January 16, 2024

The purpose of this request is to ask for approval for the Memorandum of Understanding between WestEd and ECISD to engage in the evaluation of the Air Tutors program.

The purpose of the evaluation is for Air Tutors to improve students' understanding of foundational math concepts and to improve math achievement. Air Tutors uses live online tutoring with a ratio of four students to every tutor.

Data will be used to measure effectiveness of tutoring and the Family Educational Rights and Privacy Act (FERPA) will be complied with the exception of: X Audit/Evaluation Exception [34CFR §§ 99.31(a)(3) and 99.35] – WestEd has been designated as the “authorized representative” of partner to audit or evaluate a Federal or State supported education program.

The MOU will expire August 31, 2026.

Administrative Recommendation:

Approval of MOU between WestEd and ECISD for the evaluation of the Air Tutors Program

Memorandum of Understanding
by and between
WestEd and Ector County Independent School District

This Memorandum of Understanding (“MOU”) is effective as of December 1st, 2023, and sets forth the agreement between WestEd and **Ector County Independent School District** (“Partner”) to engage in the evaluation of the Air Tutors program (“Project”). At times herein, WestEd and Partner are referred to each as a “Party” and collectively referred to as “the Parties.”

This MOU is a Non-Financial agreement.

1. Purpose

The Air Tutors program aims to improve students’ understanding of foundational math concepts and to improve math achievement. It uses live online tutoring with a ratio of four students to every tutor, where tutors provide instruction in foundational math skills including decimals, fractions, proportions, and basic geometry. As part of the work of the evaluation of the Air Tutors program, the Partner will participate in a quasi-experimental design study to measure the impact of the program on students’ math achievement.

The Parties also wish to adequately protect student, parent, teacher, and/or Partner staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Term and Termination

- A. This MOU is effective as of the date first set forth above and expires August 31st, 2026.
- B. Either Party may terminate or amend this MOU at any time without cause, provided that written notice is given to the other Party at least 30 days in advance.
- C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 6 herein. Such rights and obligations shall survive the term of this MOU.

3. Project Activities

- A. WestEd will collect educational records in order to analyze the impact of the Air Tutors program.

4. Definitions Regarding Shared Data

- A. “Data,” as used in this MOU, shall mean data listed in Appendix A.
- B. “Personally Identifiable Information” or “PII,” as used in this MOU, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge

of the relevant circumstances, to identify an individual with reasonable certainty.

- C. "De-identified Data," as used in this MOU, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual with reasonable certainty.
- D. "Non-Financial" as used in this MOU, shall mean agreements that are typically non-monetary by nature, but occasionally involve the provision or exchange of something of value (e.g., stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.
- E. "Educational Records," as used in this MOU, are official records, files, and data directly related to a student and maintained by the education agency or institution, or by party acting for the agency or institution (e.g., including, but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.)
- F. "Data Security Plan" as used in this MOU shall mean and refer to Appendix B. Individuals working on the project with access to the Data shall have signed confidentiality agreements regarding said Data.
- G. "Provider" as used in this MOU shall mean a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

5. Confidentiality

- A. WestEd agrees to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).
 - a. FERPA Exception – WestEd is authorized to receive this data under the following FERPA exception:
 - i. X Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction
- B. WestEd will limit internal access to PII to individuals working on the Project with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e. on a need-to-know basis).

- C. WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Project. PII will only be used for the purposes of the Project.
- D. PII will be destroyed at the earlier of: (1) when the PII is no longer needed for analysis, (2) August 31, 2026, or (3) within 30 days of the termination of this MOU pursuant to section 2.B hereinabove, and delivery to WestEd of Partner's written demand for destruction of the PII.
- E. De-identified Data may be retained by WestEd after the completion of the Project, and may be further used, shared, released, or disclosed by WestEd without consent, to the extent permitted under FERPA.
- F. If WestEd publishes any reports or other publications created with the use of Data, WestEd will not include information that could lead to the identification of any individual whose information is included in the Data.

6. Data Handling, and Storage

- A. All computers used to upload, analyze, or store Data containing PII will be encrypted and password-protected. WestEd will store Data in a password-protected and encrypted cloud-based content management system. WestEd will store the Data in accordance with a Data Security Plan, as provided under Appendix B.
- B. WestEd will only transfer PII using secure, encrypted transmission methods.
- C. WestEd will not share data with any third parties.
- D. WestEd will de-identify data upon receipt. All findings will be reported at the aggregate level and contain only De-identified Data.
- E. Reports containing aggregate-level data and results will also be presented to the members of professional associations and may be published in professional association publications.
- F. Educational Records shared by Partner are and shall continue to be the Partner's property.

7. WestEd's Responsibilities

- A. WestEd will engage in the Project Activities listed above and will analyze the Data to prepare the evaluation.
- B. Securely collect Data from Partner and ensure that all Data is securely stored.
- C. WestEd will designate a liaison to facilitate communications between WestEd and Partner for coordinating the activities necessary to carry out this MOU. WestEd's contact person for this project is:

Anne Porterfield
WestEd
730 Harrison Street
San Francisco, CA 94107

anne.porterfield@wested.org

8. Partner Responsibilities:

- A. Partner will share student-level data with WestEd twice.
- B. Partner shall designate a liaison to facilitate communications between Partner and WestEd for coordinating the activities necessary to carry out this MOU. Partner's contact person for this project is:

Name: Manuela Escajeda
District: Ector County Independent School District
Address: 802 N. Sam Houston, Odessa, TX 79761
Email: Manuela.Escajeda@ectorcountysd.org

10. General Provisions:

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to conflict of law principles.
- B. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both Parties.
- C. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- D. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- E. Indemnification. Parties understand that Partner's ability to indemnify is restricted under State of Texas law. To the extent permitted under Texas law (with respect to Partner), each Party shall indemnify, defend, and hold harmless the other Party from and against any liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising from any third-party claim, demand, assessment, action, suit or proceeding related to its use of the Data under this MOU and/or any Appendix, unless such loss or damage was caused by the sole negligence or willful misconduct of the party seeking indemnification.
- F. Limitation of liability. Except as stated in Section E, each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties.
- G. Representations and Warranties. Data is provided on an "AS IS" basis WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER,

EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR FREEDOM FROM INFRINGEMENT.

- H. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.
- I. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

- J. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to each Party's respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above, and, if to WestEd, also be delivered to:

Susan Mundry
WestEd
730 Harrison Street
San Francisco, CA 94107
smundry@wested.org

- K. Negotiation and execution. This MOU has been negotiated by both Parties and shall not be strictly construed against either Party. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the Parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.

WestEd

By: _____

Name: Susan Mundry

Title: Division Director

Date: _____

Ector County Independent School District

By: _____

Name: Chris Stanley

Title: Board President

Date: _____

APPENDIX A

"Data" as used in this MOU refers to the following: Student-level variables. The variables below will be requested for individual students participating in the Study.

- Student ID number
- School Name
- Grade level
- Date of birth
- IEP status
- Gender
- Race/Ethnicity
- Classroom teacher's name
- Eligibility for free or reduced-price meal
- English Learner status
- Math assessment scores
 - Star diagnostic assessment scores
 - CMAS scores
- Indicator for whether the student received Air Tutors tutoring

APPENDIX B Data Security Plan

- **Categories of data:** Data shared from partner; data collected as part of project
- **Student or education data included:** Yes
- **Health data included:** No
- **Data storage:** Box
- **Physical data:** No
- **Project software needs – standard:** Smartsheet; Stata
- **Non-standard software or hardware:** No
- **Data description:** Attendance data will be collected from Air Tutors. Student-level data will be collected from the states and districts and will include the following variables:
 - School name
 - Student ID number
 - Grade level
 - Date of birth
 - IEP status
 - Gender
 - Race/Ethnicity
 - Classroom teacher's name
 - Eligibility for free or reduced-price meal
 - English Learner status
 - Math assessment scores

Coded data: Yes

Process for coded data: The key for coded data will be stored in Box in a restricted folder, and only Fong and Porterfield will have access to it.

DSP data destruction contact: Anne Porterfield

PII destruction date: 08/31/2026

De-identified data destruction date: 08/31/2026

Data breach notification time: 72 hours



REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

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

December 05, 2023 – Board Workshop Meeting
December 12, 2023 – Regular Board Meeting

AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., DECEMBER 5, 2023, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Keeley Boyer, Dr. Lilia Nájuez, Dr. Anthony Sorola, Alicia Syverson, Dr. Kelly Wilks

Others: Tatiana Dennis, Aaron Hawley, Tracey Borchardt, Sam Magallan, Brady Peugh, Amy Hosick, Ryan Merritt, Ruth Campbell, Rita Lopez, Mary Franco

26527 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26528 **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 Christopher Stanley, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26529 **Opening Remarks by Superintendent:** In Dr. Muri's opening remarks, he gave a brief update on work related to the successful Bond 2023. He said final contract negotiations are taking place for property purchases – the property on South Tripp for the new middle school and the property on East Murphy for the new Career & Technical Center – however, they will likely not be finalized before the end of this month. In addition, the district is negotiating for the property of Sunset Golf Course which is not related to any bond project but would be in place for future school district growth. He added the district is in the process of creating year-by-year timelines for the bond projects and these timelines will be posted on the ECISD website for the community to follow.

26530 **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

26531 **Discussion of Revisions to Local Board Policy: DEC(LOCAL): Compensation and Benefits – Leaves and Absences:** Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion. The proposed revisions will bring this policy into alignment with statutory changes that full-time telecommunicators (police dispatch) who are licensed by the Texas Commission on Law Enforcement and experience a traumatic event in the scope of employment be provided mental health leave like peace officers.

No action required.

26532 **Discussion of Revisions to Local Board Policy: CKEA(LOCAL): Security Personnel Benefits – Commissioned Peace Officers:** Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion. The proposed revisions to this policy specifically address body-worn cameras and video equipment in police cars and include training requirements for those district employees with access to the video.

No action required.

Report/Discussion Items

26533 **Presentation of Energy Management:** Executive Director of District Operations Sam Magallan and Director of Energy/Custodial Operations Brady Peugh presented this item for discussion. Energy management is the proactive monitoring and control of energy consumption to conserve usage and decrease energy costs. This is done primarily by using a network-based (online) system to centrally manage Heating/Ventilation/Air Condition units (HVAC). The system allows energy managers to schedule occupied and unoccupied buildings, events outside of normal hours, and holiday shutdowns when buildings are not in use. Over time, most of the savings have been realized in holidays and summer breaks. Over the first eight years of implementation, ECISD has seen a cost avoidance of more than \$13 million, an average annual savings of about \$1.6 million. The centralized controls give the Energy Management team real-time information on room temperatures, precise school-day scheduling and quicker responses to comfort and A/C related service requests. At this time, about 90% of the district spaces are covered by web-based controls, with a plan to complete all other areas over the next year. The tight management of utilities leads to reduced use, which is helping the district offset rising costs of utilities. The next steps in the ECISD's Energy Management program are to expand focus on consumption of water, gas, and waste.

No action required.

26534 **Presentation and Discussion of SB1882 Contract Decisions:** Executive Director of Choice Schools Dr. Amy Hosick presented this item for discussion. Trustees discussed the process, outlined in board policy ELA(Local), for reviewing Senate Bill 1882 in-district partnerships as the end of the contracts approach. The school district is in the third and final year of SB 1882 partnerships with both the Odessa Family YMCA and Third Future Schools (Ector Middle School). The annual review of these partnerships was presented to the school board in October and the next step is for Trustees to decide on the future of these partnerships.

No action required.

26535 **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.]**
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.]:

There was no closed session.

26536 **Closing Remarks by Superintendent:** In his closing remarks, Dr. Muri reminded Trustees they will be further discussing and taking action on the contracts with the YMCA and Third Future Schools at next week’s board meeting.

26537 **Adjournment:** Christopher Stanley Board President, adjourned the Board meeting at 6:40 p.m.

Board President
Christopher Stanley

Board Secretary
Tammy Hawkins

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT WILL BE HELD DECEMBER 12, 2023, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Bob Thayer
Wayne Woodall

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Lilia Nanez, Deborah Ottmers, Dr. Keeley Boyer, Dr. Anthony Sorola, Alicia Syverson, Dr. Kellie Wilks

Others: Tatiana Dennis, Shelley Wagner, David Wagner, Betsabe Salcido, Rico Enriquez, Karl Miller, Tonia Chance, Denise Carbajal, Letty Bernal, Jennifer Valencia, A.J. Valencia, Aileen Carrasco, Sara Moore, Lisa Wills, Yolanda Gordan, Eric Sovil, Karen Morrow, John Wamsley, Jaime Miller, Jessica Gore, Jieun Pando, Crissy Medina, Jonathan Edwards, Marlin Chavez, Ruben Guevara, Julia Willett-Weekly, Hilberto Ochoa, Crystal Day, Bernadette Guevara, Debbie Bynum, Kelly Stansell, Ryan Merritt, Rita Lopez, Mary Franco

26538 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26539 **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26540 **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Reagan Elementary Fifth Grade Students Molly Baxter and Raul Lujan.

26541 **Invocation:** The Invocation was led by Pastor John Wamsley, Westminster Presbyterian Church

26542 **Special Presentations:**

Recognition of Board Action Committee “Odessans for a Bright Future”: Chief Communications Officer Mike Adkins presented the Extra Mile Award to the Leadership Team of the “Odessans for a Bright Future” for their commitment and support of the 2023 Bond. On November 7, voters in Ector County approved a record \$424 million school bond package, and by a strong majority of 57%-43%.

Announcement of ECISD Christmas Cards Student Design Winners: Each year the Christmas cards sent by the Board of Trustees and Superintendent are adorned with artwork from our students. Our Fine Arts Department coordinates

this project, narrows the choices from campuses, and those are then forwarded to the Board of Trustees who vote for their three favorites to be placed on the Christmas card. The following student's art work was selected for this year's card:

Aileen Carrasco | 3rd Grade, Hays STEAM Academy | Karen Marrow (Teacher)

Derian Carbajal | 8th Grade | Bonham MS | Bernadette Guevara (Teacher)

Valeria Diaz | 9th Grade | OCTECHS | Tonia Chance (Teacher)

Recognition of Permian High School Band State Qualifier: The Permian High School Band was recognized for qualifying for the state marching contest for the third straight year. Representing the band were Director Jeff Whitaker, Trey Burns, Tyler Serrato, Band Captain: Tony Jimenez, Drum Majors: Diego Campos, Larissa Garcia, Alexis Sanchez, Sapna Yadalla.

Announcement of National Board for Teacher Certification Recipients: Chief Communications Officer Mike Adkins introduced the National Board for Teacher Certification recipients. The following are first five (5) Ector County ISD teachers to achieve this certification:

Dr. Robert Brescia, Social Studies Department Chair & Advanced Placement Government & Politics Teacher | Permian HS (unable to attend)

David Cupp, Gifted and Talented Specialist – Advanced Academics Department

Niki Bradshaw, Special Education Teacher | Buice Elementary

Christi Nickels | 2nd Grade Teacher | Cavazos Elementary

Shelly Wagner, English III & Creative Writing Teacher – OCTECHS

More than a decade of research shows students taught by National Board teachers show more growth than those taught by non-board-certified peers. Board-certified teachers automatically qualify for the Recognized level of Teacher Incentive Allotment (TIA) pay. Currently, there are 75 more ECISD teachers pursuing National Board Certification; these candidates have access to a variety of supports and resources including an in-house program coordinator, mentors/coaches and more. The support totals about \$5,000 per candidate and it is available to ECISD teachers for free because of a multi-year, multi-million dollar grant from the Permian Strategic Partnership.

26543 Opening Remarks by Superintendent: In his opening comments, Superintendent Dr. Scott Muri thanked the Permian Strategic Partnership for a generous multi-year, multi-million dollar grant that supports the teachers in the National Board Certification process. He then reminded those at the meeting that ECISD's winter break begins next week. The last day of the first semester is Tuesday, December 19. Employees return to work on Wednesday, January 3, and students return for the first day of the second semester on Thursday, January 4, 2024.

26544 **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

26545 **Discussion of and Request for Approval of Revisions to Local Board Policy: CKEA (LOCAL): Security Personnel – Commissioned Peace Officers:** Moved by Hawkins, seconded by Miller to approve the Revisions to Local Board Policy: CKEA (LOCAL): Security Personnel – Commissioned Peace Officers as presented.

Motion unanimously approved.

26546 **Discussion and Request for Approval of Revisions to Local Board Policy: DEC(LOCAL): Compensation and Benefits – Leaves and Absences:** Moved by Brown, seconded by Woodall to approve the Revisions to Local Board Policy: DEC: (LOCAL) – Compensation and Benefits: Leaves and Absences as presented.

Motion unanimously approved.

Action Items

26547 **Discussion of and Request for Approval of Memorandum of Understanding between Ector County ISD and Tarleton State University Regarding the Distinguished High School Partnership Program:** Moved by Abalos, seconded by Woodall to approve the Memorandum of Understanding between Ector Country ISD and Tarleton State University Regarding the Distinguished High School Partnership Program as presented.

Motion unanimously approved.

26548 **Discussion of and Request for Approval to Renew YMCA SB1882 Performance Agreement:** Moved by Miller, seconded by Woodall to approve to Renew YMCA SB1812 Performance Agreement as presented.

Motion unanimously approved.

26549 **Discussion of and Request for Approval of Superintendent's Recommendation not to Extend Beyond the Expiration Date the Performance Contract with Third Future Schools – Texas for Operations of Ector College Prep Success Academy:** Moved by Abalos, seconded by Woodall to approve the Superintendent's Recommendation not to Extend Beyond the Expiration Date the Performance Contract with Third Future Schools – Texas for Operations of Ector College Prep Success Academy as presented.

For:	Against:	Abstained:
Abalos		Miller
Brown		
Hawkins		
Stanley		
Thayer		
Woodall		

Motion passed.

26550 **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Abalos seconded by Hawkins to approve the Purchases over \$50,000 as presented.

Motion unanimously approved.

26551 **Discuss and Consider the Approval of ECISD Bond Oversight Committee Members:** Moved by Brown, seconded by Hawkins to approve the ECISD Bond Oversight Committee members as presented by way of ballot. After three votes the following were selected to serve as the ECISD Bond Oversight Committee Members: Sara Moore, Kevin Searcy, Thomas Blackstone, Charles Cotton, David Sovil, Darlene Mays, Willie Taylor, Mari Willis, Feliz Abalos, and Andrea Goodson.

(The Board of Trustees took a five-minute recess from 6:53 – 6:58 p.m. to allow time to gather results of the third and final vote.)

Motion unanimously approved.

26552 **Discussion of and Request for Approval of Instructional Materials or Technological Equipment Sale or Disposal:** Moved by Woodall, seconded by Miller to approve the Instructional Materials or Technological Equipment Sale or Disposal as presented.

Motion unanimously approved.

26553 **Discussion of and Request for Approval of a Resolution of Support for the District to Apply for a Juvenile Justice Truancy Prevention Grant from the Office of the Governor:** Moved by Brown, seconded by Miller to approve the Resolution of Support for the District to Apply for a Juvenile Justice Truancy Prevention Grant from the Office of the Governor as presented.

Motion unanimously approved.

26554 **Consent Agenda:** Moved by Miller, seconded by Woodall 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 Acceptance of Donations Over \$10,000

- D. Request for Approval of Community Training and Assistance Center Data Share Agreement
- E. Request for Approval of 2024-2025 Dual Credit Matrix
- F. Request for Approval of West Texas Food Service Cooperative Interlocal Agreement
- G. Request for Approval of Texas Education Agency (TEA) Alternate Approver for Superintendent

Motion unanimously approved.

Report/Discussion Items

26555 **Human Capital/Exits/Pipelines Presentation:** Executive Director of Human Resources Dr. Matthew Spivey and Executive Director of Talent Development Jaime Miller presented this item for discussion. This report focused heavily on efforts to fill teacher vacancies. As of November 2, ECISD had 35 teacher vacancies. Over the last five years, the district's teacher turnover rate has fluctuated between 18.6% and 22.1%, while the state's teacher turnover rate has gone from 16.6% to 17.7%. ECISD's average teacher salary is \$61,203 which is above the state's average teacher salary of \$58,887. The Human Resources Department uses an exit survey to try and gauge employees' feelings upon leaving ECISD; about 44% of those employees choose to participate in it. The two primary reasons given for leaving employment are 1) factors specific to the school at which I taught (41%) and factors unrelated to my job (27%). Factors related to the teaching profession in general (19%) and factors related to the district in which they worked (13%) are two other responses noted in the survey. The survey gives some insight into things employees appreciate and other things employees believe should be improved to enhance employment. The presentation closed with a review of the year-round recruiting efforts from job fairs to recruiting internationally, to targeted social media campaigns. ECISD offers the highest starting teacher salary in the area (\$60,600) and with stackable compensation/incentives teachers can (and already do) earn more than \$100,000. "Grow our Own" pipelines are in place for teachers, principals, counselors, and diagnosticians. Two of the newest initiatives are Registered Apprenticeship Programs for both teachers and principals.

No action required.

26556 **Board 2024-2025 Budget Priorities:** Superintendent of Schools Dr. Scott Muri presented this item for discussion of the Trustees priorities for the 2024-2025 budget. Dr. Muri opened the conversation reminding Trustees this is the typical December conversation for the Board but this year the circumstances are different. With no additional funding from the State for public education the budget will be very tight next year. As things look now, the revenue stream looks to be the same as this year (approximately \$334 million). The school district gave raises this year and approved maintenance projects anticipating state revenue from the record surplus in the Rainy-Day Fund would be allocated for public schools, however, there is no word on any legislative special session regarding public education funding. Trustees must look at potential cuts for next year; federal ESSER funds will come to end this year and district leaders do not want to use

fund balance to cover more costs as that serves as the “emergency fund” for critical, immediate needs. The Trustees’ conversation included the idea of starting with areas farthest away from students, hiring freezes, and operational efficiencies as this work will require a look across the entire district. Trustees expressed frustration that the school district has been prudent and responsible in creating budgets and finds itself (as other school districts in Texas) in a bad position due to the legislature choosing not to provide new funding for schools this year. The board also talked about making efforts to remind parents that the number one way the community can help is by sending their students to school every day – daily attendance = revenue for public school districts. ECISD’s daily attendance is around 92% currently, when it was above 95% before COVID. Increased daily attendance means additional revenue for ECISD.

No action required.

26557 **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.] 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.]:**

There was no closed session.

26558 **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchasing Report, and Routine Personnel Report.

26559 **Closing Remarks by the Superintendent:** There were no closing remarks.

26560 **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:30 p.m.

Board President
Christopher Stanley

Board Secretary
Tammy Hawkins



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 12/7/2023 to 1/10/2024

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 11,675,957.49

**ECTOR COUNTY ISD
CHECK REGISTER
12/07/23 - 12/01/24**

DATE	PAYEE	AMOUNT
12/8	ALL ABOARD AMERICA!	\$ 3,511.00
12/8	AMERIPRIDE SERVICES INC.	517.57
12/8	CENTERS FOR CHILDREN & FAMILIES	2,250.00
12/8	HENRY SCHEIN INC	3,749.50
12/8	INDECO SALES INC	16,760.52
12/8	J W PEPPER & SON INC	297.87
12/8	VITAL SIGNS	2,324.57
12/8	O REILLY AUTO ENTERPRISES LLC	88.57
12/8	SCHOLASTIC BOOK FAIRS	5,351.57
12/8	SECURED DOCUMENT SHREDDING INC	66.00
12/8	TEACHER CREATED MATERIALS INC	44,350.44
12/8	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	145.00
12/8	PARK PLACE PULBICATION LP	220.00
12/8	NAPA AUTO PARTS	286.88
12/8	CONTINENTAL WIRELESS, INC.	5,490.72
12/8	HOPE KING TEACHING RESOURCES INC	4,541.16
12/8	BEST CHOICE COFFEE SERVICES LLC	204.00
12/8	PARTS TOWN, LLC	939.87
12/13	ALL ABOARD AMERICA!	8,679.50
12/13	BUCK'S WHEEL & EQUIPMENT COMPANY	1,460.27
12/13	AUTOMATIC ICE MACHINE	215.00
12/13	COMPUTADATA SOLUTIONS LLC	345.00
12/13	CONSORTIUM FOR SCHOOL NETWORKING (COSN)	489.00
12/13	DANCE SOPHISTICATES INC	100.00
12/13	DIAMOND BUSINESS SERVICES INC	4,266.32
12/13	FITNESS FINDERS INC	111.20
12/13	FLINN SCIENTIFIC INC	305.82
12/13	GANDY INK	1,631.75
12/13	GRAPHIC SOLUTIONS GROUP	431.45
12/13	HENRY SCHEIN INC	851.40
12/13	HENRY SCHEIN INC	1,300.72
12/13	HEXCO INC	1,367.50
12/13	INTERNATIONAL BACCALAUREATE ORGANIZATION	11,113.00
12/13	VITAL SIGNS	219.45
12/13	KELLY-MOORE PAINT	143.56
12/13	LAKESHORE LEARNING MATERIALS	9,915.31
12/13	LOU'S CLINICAL LAB INC	1,124.00
12/13	MSC INDUSTRIAL SUPPLY CO.	389.88
12/13	NIMCO INC	303.71
12/13	AIM MEDIA TEXAS OPERATING LLC	1,518.88
12/13	O REILLY AUTO ENTERPRISES LLC	426.27
12/13	ORIENTAL TRADING COMPANY INC	290.27
12/13	REGION IV SERVICE CENTER	500.00
12/13	SCHOLASTIC BOOK FAIRS	12,423.70
12/13	SCHOLASTIC INC	8,330.78

12/13	SCHOLASTIC INC	1,482.55
12/13	SECURED DOCUMENT SHREDDING INC	269.06
12/13	SIMS PLASTIC INC	4,473.30
12/13	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	145.00
12/13	THE BOSWORTH LTD	332.33
12/13	TRANE U.S. INC.	65,849.02
12/13	WEISSMAN'S DESIGN FOR DANCE	12,641.88
12/13	NAPA AUTO PARTS	844.26
12/13	SEIDLITZ EDUCATION LLC	2,351.13
12/13	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	3,157.53
12/13	JOSTENS INC	6,798.00
12/13	CHAMPION TRUCK & TRAILER INC	4,433.28
12/13	BEST CHOICE COFFEE SERVICES LLC	142.29
12/13	SCHOOL SPECIALTY LLC	9,909.26
1/3	AMERIPRIDE SERVICES INC.	541.51
1/3	BSN SPORTS INC	1,832.50
1/3	CRISIS PREVENTION INSTITUTE INC	1,849.00
1/3	ACCUTRAIN CORPORATION	2,708.00
1/3	GLOBAL EQUIP CO	391.71
1/3	HENRY SCHEIN INC	757.55
1/3	LAKESHORE LEARNING MATERIALS	521.55
1/3	MARK'S PLUMBING PARTS	2,658.82
1/3	MIDLAND SAFETY & HEALTH SALES	185.00
1/3	MSC INDUSTRIAL SUPPLY CO.	133.00
1/3	O REILLY AUTO ENTERPRISES LLC	545.64
1/3	REGION IV SERVICE CENTER	324.20
1/3	SPECTRUM CORPORATION	6,164.00
1/3	TEXAS ART EDUCATION ASSOCIATION (TAEA)	80.00
1/3	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	1,795.00
1/3	THE BOSWORTH LTD	964.84
1/3	VARSITY SPIRIT FASHION	16,643.83
1/3	NAPA AUTO PARTS	1,229.86
1/3	PINNACLE PROPANE LLC	66.00
1/3	STONE TOWER GRAFIX	1,016.37
1/3	N J MALIN & ASSOCIATES LLC	521.00
1/3	STARFALL EDUCATION FOUNDATION	355.00
1/3	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	2,492.28
1/3	LAZEL INC	482.00
1/3	BEST CHOICE COFFEE SERVICES LLC	180.60
1/3	SCHOOL SPECIALTY LLC	60.42
1/3	SCHOOL SPECIALTY LLC	782.10
1/5	4IMPRINT INC	2,074.64
1/5	AMERIPRIDE SERVICES INC.	1,062.34
1/5	AUTOMATIC ICE MACHINE	864.00
1/5	GRAPHIC SOLUTIONS GROUP	156.80
1/5	LAKESHORE LEARNING MATERIALS	12,630.13
1/5	LAWSON PRODUCTS INC	12.21
1/5	O REILLY AUTO ENTERPRISES LLC	1,448.33
1/5	ORIENTAL TRADING COMPANY INC	141.48
1/5	PERMA-BOUND BOOKS	1,561.00

1/5	SECURED DOCUMENT SHREDDING INC	33.00
1/5	SIMS PLASTIC INC	906.22
1/5	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	570.00
1/5	TRANE U.S. INC.	500.17
1/5	BROADWAY MOTOR INC	3,231.38
1/5	MULTICARE PLUS	225.00
1/5	SEIDLITZ EDUCATION, LLC	3,600.00
1/5	SPORTS IMPORTS INC.	354.25
1/5	STONE TOWER GRAFIX	1,002.50
1/5	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	297.68
1/5	SOUTHERN TIRE MART LLC	637.60
1/5	SECUREDOCS INC	4,800.00
1/5	CENTURY RESOURCES LLC	2,773.77
1/10	CENTERS FOR CHILDREN & FAMILIES	2,250.00
1/10	CMC BUSINESS SYSTEMS INC	4,354.44
1/10	AUTOMATIC ICE MACHINE	1,781.25
1/10	DEMCO INC	119.64
1/10	DIAMOND BUSINESS SERVICES INC	538.00
1/10	FIRETROL PROTECTION SYSTEMS INC	3,000.00
1/10	NO TEARS LEARNING INC.	100.00
1/10	HENRY SCHEIN INC	96.28
1/10	HYDROTEX PARTNERS LTD	8,616.38
1/10	LAKESHORE LEARNING MATERIALS	3,060.74
1/10	LAWSON PRODUCTS INC	2,154.56
1/10	MARK'S PLUMBING PARTS	1,353.36
1/10	MIDLAND SAFETY & HEALTH SALES	150.00
1/10	AIM MEDIA TEXAS OPERATING LLC	553.00
1/10	ODESSA WINLECTRIC	1,832.56
1/10	POSITIVE PROMOTIONS	553.37
1/10	REGION IV SERVICE CENTER	60.00
1/10	SCHOLASTIC BOOK FAIRS	2,644.31
1/10	SCHOLASTIC BOOK FAIR INC.	2,444.49
1/10	SECURED DOCUMENT SHREDDING INC	574.98
1/10	TEXAS COMPUTER EDUCATION ASSOCIATION	14,856.00
1/10	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	145.00
1/10	THE BOSWORTH LTD	56,710.00
1/10	THERMO FLUIDS INC	497.19
1/10	TRANE U.S. INC.	11,218.20
1/10	WEST MUSIC CO	476.98
1/10	GALLS LLC	137.55
1/10	DEERE & COMPANY	15,477.10
1/10	FOLLETT SCHOOL SOLUTIONS INC	39.26
1/10	NAPA AUTO PARTS	946.88
1/10	STONE TOWER GRAFIX	8,534.47
1/10	N J MALIN & ASSOCIATES LLC	1,990.42
1/10	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	674.85
1/10	BEST CHOICE COFFEE SERVICES LLC	240.71
1/10	BEST CHOICE COFFEE SERVICES LLC	426.32
1/10	SCHOOL SPECIALTY LLC	181.26
12/8	AARON ALEX MOLINA	15.92

12/8	ABILENE ISD	885.97
12/8	ADA SPORTS AND RACKETS LLC	270.00
12/8	AIDE EMILIANO	22.73
12/8	ALPHA FOODS CO.	31,165.68
12/8	AMARILIS VELEZ ORTIZ	146.39
12/8	AMAZON CAPITAL SERVICES	19,388.35
12/8	ANGELA ROMANO	164.60
12/8	ANNIE ARREDONDO	119.75
12/8	AT&T	1,387.21
12/8	ATHLETIC SUPPLY INC	122.00
12/8	AV LAWN AND TREE CARE SERVICES	15,250.00
12/8	DICK BLICK COMPANY	2,263.39
12/8	BLUE STAR BUS SALES LTD	5,085.45
12/8	BWI COMPANIES INC	1,278.08
12/8	CDW-G	37,144.61
12/8	CECILIA NUNEZ	207.89
12/8	CHERYL HINESLY	22.14
12/8	CHRISTINE MASON CONSULTING	2,000.00
12/8	CODY GULLETT	95.63
12/8	CULLIGAN WATER CONDITIONING OF WEST TEXAS	366.29
12/8	DANIEL P TIMMONS	83.84
12/8	ECTOR COUNTY ELECTIONS REVENUE	68,774.16
12/8	ELISEO GOMEZ	11.53
12/8	ENGINEER YOUR WORLD	1,500.00
12/8	GARDENDALE WATER CO	20.00
12/8	GRAND! PIANO SERVICE LLC	270.00
12/8	GREGORIO ALVARADO	100.00
12/8	HORTENCIA DEL BOSQUE	186.15
12/8	ISABEL CARDONA	119.60
12/8	JALISIA CONEY	23.06
12/8	JANA AVERY	41.72
12/8	JENNIFER MEILE	15.07
12/8	JOHN'S SALES & SERVICE	1,106.48
12/8	JOHNNA ROSSON	12.90
12/8	JUAN FUENTES	22.53
12/8	KAY'S EMBLEMS INC	681.50
12/8	KELLIE THOMAS	67.60
12/8	KIMBERLY BRYER	62.36
12/8	LONE STAR LEARNING	2,233.00
12/8	LORENZO R MASONSONG	106.36
12/8	MAHIRA SALINAS	350.00
12/8	MELISSA S RIVERA	101.98
12/8	MIGUEL TORRES	106.11
12/8	MRB CONTRACTORS LLC	299,195.28
12/8	MSB CONSULTING GROUP LLC	450.06
12/8	NATIONAL TRAVEL SYSTEMS	292.88
12/8	NAYELI MARTINEZ	76.70
12/8	NIMBUS DRINKING WATER SYSTEMS	27.00
12/8	NORMA JIMENEZ	107.95
12/8	ODESSA COLLEGE	350.00

12/8	ODESSA SUB CHAPTER BASKETBALL	400.00
12/8	SEWCO INC	4,187.07
12/8	ORLANDO BONNEY	42.84
12/8	PATHWAYZ COMMUNICATIONS INC	5,305.40
12/8	PERLA QUINTANA	42.05
12/8	PETROLEUM TRADERS CORPORATION	20,144.61
12/8	PLAYGROUNDS ETC	59,089.00
12/8	PROJECT LEAD THE WAY INC	2,400.00
12/8	REGION 18 EDUCATION SERVICE CENTER	8,400.00
12/8	RICHARD VAN PELT	106.36
12/8	ROSALITA GARCIA	18.54
12/8	SARAH HARRISON	67.92
12/8	SASHA LONG	5,000.00
12/8	SCOTT WALKER	159.82
12/8	SHOPPA'S MATERIAL HANDLING	1,710.50
12/8	SONIA ROCHA	72.51
12/8	STOUT IMAGES, INC.	17,794.13
12/8	SYSCO USA, INC	4,269.26
12/8	TEXAS ASSOCIATION OF SCHOOL BOARDS	450.00
12/8	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	545.00
12/8	TEXAS HIGH SCHOOL POWERLIFTING	75.00
12/8	TEXAS HIGH SCHOOL WOMENS POWERLIFTING ASSOCIATION	100.00
12/8	THE HON COMPANY LLC C/O OFFICEWISE	12,639.79
12/8	THE RON CLARK ACADEMY	7,075.00
12/8	THE UNIVERSITY OF TEXAS AT AUSTIN	595.84
12/8	VANESSA SMITH BROWER	52.07
12/8	WALSH GALLEGOS TREVINO KYLE & ROBINSON PC	7,992.69
12/8	XEROX CORPORATION	14,422.82
12/8	XEROX CORPORATION	293.42
12/13	AIDE GARCIA	63.86
12/13	AIR TUTORS LLC	15,825.00
12/13	AMANDA PADILLA	72.12
12/13	AMANDA PARSONS	129.30
12/13	AMANDA TIJERINA	758.25
12/13	AMAZON CAPITAL SERVICES	56,334.07
12/13	AMAZON CAPITAL SERVICES	1,607.81
12/13	AMERICAN FAMILY LIFE & CANCER	41.50
12/13	AMERICAN FAMILY LIFE & CANCER	6.00
12/13	ANGELA AGUIRRE	111.68
12/13	ANGELA ROMANO	30.00
12/13	ANGELO STATE UNIVERSITY	3,493.95
12/13	ANNIE NELSON	124.58
12/13	ANTHONY SCOTT	48.67
12/13	APRIL JOHNSON	106.63
12/13	ARMANDO RONQUILLO	979.93
12/13	ASHLEY SELLERS	96.00
12/13	ASHLI SATTERWHITE	66.88
12/13	ASSOCIATED SUPPLY CO INC	116.00
12/13	ASSOCIATION OF TEXAS	2,886.95
12/13	ATHLETIC SUPPLY INC	8,240.00

12/13	ATMOS ENERGY	51,901.62
12/13	AUSTIN TREVINO	1,423.00
12/13	AUSTIN TREVINO	840.00
12/13	BECKY QUIROZ	101.20
12/13	BIG BEND TELECOM LTD	3,900.00
12/13	BIMBO BAKERIES USA	7,862.19
12/13	BLAIR LAWSON	89.60
12/13	DICK BLICK COMPANY	2,585.94
12/13	BLUE DAISY CONSULTING LLC	49,600.00
12/13	BLUE STAR BUS SALES LTD	845.16
12/13	BRAZOS DOOR & HARDWARE	3,393.00
12/13	BYRNE BROS FOODS INC	7,152.00
12/13	SPARKLIGHT	246.56
12/13	CAVALLO ENERGY TEXAS LLC	109,816.22
12/13	CAVALLO ENERGY TEXAS LLC	62.10
12/13	CAROLINA BIOLOGICAL SUPPLY CO	140.98
12/13	CAROLINA VASQUEZ	73.23
12/13	SIDSON CORP	3,711.74
12/13	CDW-G	173,573.00
12/13	CECILIA KELLAR	300.00
12/13	CECILIA KELLAR	250.00
12/13	NBCEC INC	293.10
12/13	CHRISTINA ACOSTA	42.00
12/13	CHRISTINE DOCKALL	22.93
12/13	CHRISTINE MASON CONSULTING	2,000.00
12/13	CHRISTOPHER BARTLETT	90.52
12/13	CHRISTY KENNEDY	107.03
12/13	CITY OF ODESSA WATER DEPT	115,132.32
12/13	CLINT STOWE	148.57
12/13	COLLEGE BOARD INSTITUTIONS	150.00
12/13	COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN INC	127,500.00
12/13	CRISTA MITCHEL	43.82
12/13	CRISTINA FIGUEROA	19.85
12/13	CRYSTAL PENA	27.84
12/13	CULLIGAN WATER CONDITIONING OF WEST TEXAS	262.00
12/13	DANA SAFETY SUPPLY	1,686.56
12/13	DAXWELL	9,777.60
12/13	DEANNA MCBRIDE	51.29
12/13	DEBORAH MARRERO	808.25
12/13	DINA JOINER	9.83
12/13	DOUGLAS REEVES	10,000.00
12/13	ECTOR COUNTY UTILITY DISTRICT	5,415.14
12/13	ELICEO ORTIZ	300.00
12/13	ELICEO ORTIZ	475.00
12/13	ELIZABETH MARJASON	39.69
12/13	ELIZABETH MCNABB	708.25
12/13	ELIZABETH QUINTELA	2.49
12/13	ELLEN SMITH	96.00
12/13	ELUMA LLC	131,779.24
12/13	ELVIA RAMIREZ	23.06

12/13	E OFFICIAL ENTERPRISES, INC.	14,163.60
12/13	EPALLET INC	35,838.60
12/13	ESPERANZA RODRIGUEZ	808.25
12/13	EVA FRANKS	38.51
12/13	FABIOLA SOTO	118.82
12/13	FAMILY & CONSUMER SCIENCES	26.88
12/13	FERGUSON FACILITIES SUPPLY	1,639.17
12/13	FIDENCIA GUTIERREZ	21.75
12/13	FIRST FINANCIAL ADMINISTRATORS	31,685.14
12/13	FIRST FINANCIAL ADMINISTRATORS	17,900.00
12/13	FIRST FINANCIAL ADMINISTRATORS	75,687.00
12/13	FIRST FINANCIAL ADMINISTRATORS	3,675.00
12/13	FIRST FINANCIAL ADMINISTRATORS	50.00
12/13	FIRST FINANCIAL ADMINISTRATORS	100.00
12/13	FIRST FINANCIAL ADMINISTRATORS	13,079.00
12/13	FIRST FINANCIAL ADMINISTRATORS	1,307.18
12/13	FIRST FINANCIAL ADMINISTRATORS	4,653.80
12/13	FLORIDA STATE DISBURSEMENT UNIT	330.00
12/13	FOLLETT CONTENT SOLUTIONS LLC	4,540.43
12/13	G H DAIRY	36,412.23
12/13	GENERATION GENIUS, INC.	175.00
12/13	GOODSON SERVICE COMPANY	56.00
12/13	GRAINGER	982.72
12/13	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
12/13	HAMERAY PUBLISHING GROUP INC	307.62
12/13	HANNAH HELDT	30.45
12/13	HEALTH SERVICES ADMINISTRATION	474.49
12/13	HEALTH SERVICES ADMINISTRATION	26,419.50
12/13	HILBERTO OCHOA	188.64
12/13	HILCO PARTNERS LLC	2,000.00
12/13	HOME DEPOT USA INC - STORE #562	1,341.88
12/13	HORACE MANN INS CO	48.82
12/13	HUMBERTO HERNANDEZ JR	7,791.18
12/13	HURT EXTERMINATING	82,365.00
12/13	IMAGE MATTERS INC.	4,228.00
12/13	ISTATION	15,355.20
12/13	ITHAKA HARBORS, INC	780.00
12/13	KEVIN D BALLARD INC	460.00
12/13	JACKSON VINES	120.00
12/13	JENNIE CHAVEZ	543.67
12/13	JNT RESOURCES PARTNERS, LP	2,388.29
12/13	JNT RESOURCES PARTNERS, LP	23,329.96
12/13	JNT RESOURCES PARTNERS LP	37,910.00
12/13	JOHN'S SALES & SERVICE	1,477.47
12/13	JORGE DIAZ	109.59
12/13	JROTC DOG TAGS INC	140.73
12/13	JUANA HERNANDEZ	40.61
12/13	JUANITA OCON	22.01
12/13	JUDITH CAWLEY	805.35
12/13	JULIA KELTON	124.45

12/13	JULIE SORUM	303.44
12/13	K. B. SAFE & LOCK CO	182.05
12/13	KAY'S EMBLEMS INC	1,029.75
12/13	KELLIE COLLINS	44.54
12/13	KIMBERLY CARRASCO	127.79
12/13	KIMBERLY GUERRA	36.81
12/13	KRISTI EICHER	376.95
12/13	KRISTINA RIOS	500.00
12/13	L WALLACE CONSTRUCTION CO INC	485,077.28
12/13	LA MARGARITA	855.00
12/13	LABATT FOOD SERVICE	77,948.17
12/13	LAKRISHA RODRIGUEZ	11.00
12/13	LAWNMOWER SALES AND SERVICE, INC	1,441.91
12/13	LEAD4WARD LLC	13,500.00
12/13	LILIA NANEZ	96.00
12/13	LINDE GAS & EQUIPMENT INC	797.15
12/13	LINDSEY GREATHOUSE	48.60
12/13	LISA DONAHO	15.79
12/13	LISA HULSEY	27.44
12/13	LORENZO R MASONSONG	160.00
12/13	LOVING GUIDANCE INC	753.23
12/13	LUIS CARMONA	350.00
12/13	LUIS CARMONA	475.00
12/13	LVR COMMERICAL FLOORING	19,546.80
12/13	LYNDSAY FREEMAN	44.61
12/13	MAHIRA SALINAS	96.74
12/13	MANDY HINOJOS	96.00
12/13	MARIA ORTIZ	869.53
12/13	MARIA T. RUBIO	84.89
12/13	MARIA ZUBIATE	86.98
12/13	MARIVEL CORRALES	107.94
12/13	MARK BENNETT	655.93
12/13	MARK BENNETT	3,700.00
12/13	MARK BENNETT	865.63
12/13	MARK HARRIS HJ INC	8,122.68
12/13	JAYNE B COMPANY	320,000.00
12/13	MARLA HOPPINS	40.74
12/13	MICHAEL JOE WILLIAMSON	48.86
12/13	MIRNA JIMENEZ	808.25
12/13	MISTI WEBB	19.78
12/13	N-TUNE MUSIC & SOUND INC	7,678.50
12/13	N-TUNE MUSIC & SOUND INC	5,158.00
12/13	NATALIE GAVALDON	808.25
12/13	NATALIE GUARA	92.49
12/13	NATIONAL FOOD GROUP INC	18,720.00
12/13	STATE OF NEW MEXICO	300.00
12/13	STATE OF NEW MEXICO	659.00
12/13	NIMBUS DRINKING WATER SYSTEMS	50.00
12/13	NOBUYUKI SHIRAISHI	122.82
12/13	NOHEMI YBARRA	18.67

12/13	ODESSA COLLEGE	2,121.50
12/13	SEWCO INC	24,625.64
12/13	ITZAMAR CHAVARIA	13.00
12/13	TOPEKA WEST AJROTC	60.00
12/13	OSCAR ROJAS	668.50
12/13	PATRICIA HOLGUIN	543.67
12/13	PATRICIA LOGAN	126.88
12/13	PAULINA FOWLER	60.00
12/13	PENSKE COMMERCIAL VEHICLES US LLC	2,165.23
12/13	PERMIAN BASIN COUNSELING ASSOCIATION	775.00
12/13	PETROLEUM TRADERS CORPORATION	28,979.50
12/13	PIRAINO CONSULTING, INC	14,688.94
12/13	PRESENCE LEARNING INC	4,822.00
12/13	REGION 18 EDUCATION SERVICE CENTER	17,437.50
12/13	RHONDA ELLINGTON	543.67
12/13	RIGO NUNEZ	90.65
12/13	ROBERT AVOSSA	5,000.00
12/13	ROCIO DAVILA	34.45
12/13	RODNEY CHARLES ROMAN	120.00
12/13	RODRIGUEZ DRYWALL & PAINT CO	56,600.00
12/13	ROGER L CLEERE	895.20
12/13	ROSA HERNANDEZ	16.24
12/13	ROSE VALDERAZ	135.30
12/13	SAM BROWN	375.00
12/13	SAM BROWN	475.00
12/13	SARAH PATTON	49.06
12/13	THE SEWELL FAMILY OR COMPANIES INC	344,106.00
12/13	SHALON JORDAN	38.38
12/13	SHANE EIDSON	1,540.00
12/13	SHOPPA'S MATERIAL HANDLING	2,000.00
12/13	SIRIA DUTCHOVER	27.58
12/13	SOCORRO RODRIGUEZ	53.91
12/13	STAR TECH GROUP	10,000.00
12/13	STERLING BV INC	7,920.00
12/13	SUZANNE ZUNIGA	821.08
12/13	SWEETWATER MUSIC EDUCATION TECHNOLOGY	2,218.96
12/13	FRANK E GOMEZ	4,800.00
12/13	TEXAS AFT AMP	277.50
12/13	TASB, INC	2,337.68
12/13	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	54.00
12/13	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	350.00
12/13	TEXAS CLASSROOM TEACHERS ASSOC	4,589.00
12/13	TEXAS EDUCATIONAL DIAGNOSTICIANS ASSOCIATION	1,390.00
12/13	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	413.81
12/13	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	63.00
12/13	TEXAS MUSIC EDUCATORS ASSOCIATION	580.00
12/13	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
12/13	THE CINCINNATI LIFE INS. CO	10.02
12/13	THE CINCINNATI LIFE INS. CO	224.48
12/13	THE RON CLARK ACADEMY	3,150.00

12/13	THIRD FUTURE SCHOOLS TEXAS	87,490.35
12/13	THIRD FUTURE SCHOOLS TEXAS	14,426.71
12/13	TRACY JOHNSTON	137.94
12/13	TRIDENT BEVERAGE INC	3,468.00
12/13	TROPHY DEN	315.00
12/13	UNITED REFRIGERATION	1,582.33
12/13	UNITED WAY OF ODESSA	5,072.50
12/13	THE UNIVERSITY OF TEXAS AT AUSTIN	20,000.00
12/13	VANESSA ZOELZER	58.36
12/13	VERIZON WIRELESS SERVICES LLC	3,764.19
12/13	VICTOR GALVAN GUZMAN	758.25
12/13	IMPERIAL BAG & PAPER LLC	18,733.50
12/13	WALSH GALLEGOS TREVINO KYLE & ROBINSON PC	2,179.50
12/13	WEST TEXAS EDUCATORS	229,783.62
12/13	WEST TEXAS EDUCATORS	3,055.50
12/13	WHITLEY PENN LLP	6,550.00
12/13	WHOLESALE CHESS LLC	787.87
12/13	WILLIAM KENT MCCORD	90.59
12/13	WILLIAMS PAVING & EXCAVATION. INC	2,500.00
12/13	WILLIAMS PAVING & EXCAVATION. INC	4,800.00
12/13	IISE F RUIZ MARQUEZ	175.00
12/13	YARELY ORONA	250.00
12/13	YVONNE FRANCO	9.83
12/13	ZULEMA PALOMINO	40.09
1/3	ALPHA FOODS CO.	36,097.32
1/3	AMAZON CAPITAL SERVICES	31,766.72
1/3	ANGELO STATE UNIVERSITY	2,870.45
1/3	ATHLETIC SUPPLY INC	1,369.00
1/3	ATKINS HOLLMAN JONES PEACOCK	2,667.50
1/3	DICK BLICK COMPANY	331.05
1/3	BLUE STAR BUS SALES LTD	595.36
1/3	BMI SYSTEMS GROUP	495.00
1/3	BRIAN BODIFORD	255.30
1/3	BRUNSON FAMILY BBQ	914.85
1/3	SPARKLIGHT	1,761.91
1/3	CDW-G	46.55
1/3	NBCEC INC	826.75
1/3	CINERGY ENTERTAINMENT ODESSA INC	1,939.07
1/3	THE COLLEGE BOARD	39.00
1/3	COLLEGE BOARD INSTITUTIONS	61,242.87
1/3	CULLIGAN WATER CONDITIONING OF WEST TEXAS	128.00
1/3	CUSTOM WHOLESALE SUPPLY INC	242.50
1/3	ECISD EDUCATION FOUNDATION	422.00
1/3	FERGUSON FACILITIES SUPPLY	5,668.40
1/3	FIRST FINANCIAL ADMINISTRATORS	21,175.11
1/3	FIRST FINANCIAL ADMINISTRATORS	9,798.49
1/3	FIRST FINANCIAL ADMINISTRATORS	6,731.46
1/3	FIRST FINANCIAL ADMINISTRATORS	5,569.41
1/3	FIRST FINANCIAL ADMINISTRATORS	4,824.57
1/3	FIRST FINANCIAL ADMINISTRATORS	65,977.70

1/3	FIRST FINANCIAL ADMINISTRATORS	10,722.82
1/3	FIRST FINANCIAL ADMINISTRATORS	15,017.25
1/3	FIRST FINANCIAL ADMINISTRATORS	133,374.02
1/3	FIRST FINANCIAL ADMINISTRATORS	27,992.67
1/3	FIRST FINANCIAL ADMINISTRATORS	10.00
1/3	G H DAIRY	31,447.53
1/3	GARDENDALE WATER CO	20.00
1/3	GRAINGER	9,251.59
1/3	GRANDE COMMUNICATIONS NETWORK LLC	4,915.80
1/3	HILLER PRINTING	240.00
1/3	HUMBERTO HERNANDEZ JR	16,508.74
1/3	INDUSTRIAL COMMUNICATIONS	3,660.00
1/3	IRVING HS - IRVING ISD	240.00
1/3	JANELLE OTT	765.00
1/3	JEFF WHITAKER	80.00
1/3	KAY'S EMBLEMS INC	1,400.00
1/3	KRONOS INC.	8,250.00
1/3	LEAD4WARD LLC	4,755.00
1/3	LONE STAR LEARNING	532.00
1/3	LOWE'S HOME IMPROVEMENT	645.05
1/3	LUBBOCK CHRISTIAN UNIVERSITY	100.00
1/3	MARK KNOX FLOWERS	466.50
1/3	MSB CONSULTING GROUP LLC	244.50
1/3	SEWCO INC	10,853.18
1/3	PENSKE COMMERCIAL VEHICLES US LLC	4,069.77
1/3	PETROLEUM TRADERS CORPORATION	46,754.90
1/3	R WATER LLC	2,737.50
1/3	REGION 18 EDUCATION SERVICE CENTER	324,564.00
1/3	ROBERTS TRUCK CENTER OF TEXAS	4,209.70
1/3	RODRIGUEZ DRYWALL & PAINT CO	9,850.00
1/3	ROSAS CAFE / BOBBY COX Co.	305.91
1/3	THE SEWELL FAMILY OR COMPANIES INC	106.38
1/3	SHERWIN WILLIAMS	598.65
1/3	SYSCO USA, INC	11,635.78
1/3	TEXAS FOREIGN LANGUAGE ASSOCIATION	35.00
1/3	TEXAS HIGH SCHOOL POWERLIFTING	75.00
1/3	TEXAS HIGH SCHOOL WOMENS POWERLIFTING ASSOCIATION	100.00
1/3	TEXAS STATE TEACHERS ASSOCIATION	37,307.58
1/3	TEXAS TECH UNIVERSITY	45,000.00
1/3	THE MCCRELESS COMPANY	1,009.00
1/3	THE RON CLARK ACADEMY	3,150.00
1/3	THE SCRIPPS NATIONAL SPELLING BEE	394.00
1/3	TROPHY DEN	950.00
1/3	TYLER SERRATO	51.48
1/3	VERIZON WIRELESS SERVICES LLC	265.97
1/3	IMPERIAL BAG & PAPER LLC	54,915.15
1/3	WHATABURGER RESTAURANTS	371.94
1/3	XEROX CORPORATION	10,555.31
1/5	ACCELERATION ACADEMIES	86,284.00
1/5	ALISHA SLIDER	72.25

1/5	AMAZON CAPITAL SERVICES	9,778.42
1/5	AMERICAN EXPRESS	1,457.28
1/5	ANDREA VALERO	37.92
1/5	APRIL JOHNSON	26.27
1/5	ASHLEY PERALES	6.45
1/5	ASHLEY SELLERS	38.71
1/5	ATHLETIC SUPPLY INC	2,025.00
1/5	BATTERSHELL VETERINARY SERVICES	33.21
1/5	BECKY RAMIREZ	50.30
1/5	BELINDA K MARTINEZ	5,000.00
1/5	BIMBO BAKERIES USA	6,182.28
1/5	BLUE STAR BUS SALES LTD	154,616.50
1/5	BRIDGETTE CASAS	30.13
1/5	BRITTANI R ESPINO	6.45
1/5	BRITTANY SWAIM	5.44
1/5	BROOKLYN ANDERSON	675.00
1/5	BROOKLYN ANDERSON	112.50
1/5	BRUNSON FAMILY BBQ	1,352.45
1/5	CAITLIN COUCH	47.55
1/5	CHARTER WASTE INC.	14.95
1/5	CHRISTINE MATTA	22.14
1/5	CHRISTINE MATTA	22.14
1/5	CINNAMON JEAN WOODY	157.00
1/5	CRISTINA DOMINGUEZ	32.42
1/5	CRISTINA DOMINGUEZ	24.24
1/5	CULLIGAN WATER CONDITIONING OF WEST TEXAS	130.50
1/5	DS WATERS OF AMERICA INC	48.52
1/5	ELIZABETH DIRKS	22.66
1/5	ELLEN SMITH	67.60
1/5	FERGUSON FACILITIES SUPPLY	2,262.82
1/5	FOCUS CARE INC	322,000.00
1/5	FIRST FINANCIAL ADMINISTRATORS	1,373.47
1/5	FIRST FINANCIAL ADMINISTRATORS	2,832.21
1/5	FORMATIVE LOOP, INC.	4,500.00
1/5	FRANCESCA FLORANCE	35.44
1/5	FRANCESCA FLORANCE	19.39
1/5	G H DAIRY	2,904.30
1/5	GARY MCMILLAN	81.42
1/5	GRACIE QUINTELA	29.54
1/5	GRANICUS LLC	695.00
1/5	HEIDI L HELFERICH	17.82
1/5	HERTZ FURNITURE SYSTEMS CORP	4,238.05
1/5	INSOURCE INSURANCE GROUP, LLC	50.00
1/5	ISTATION	3,500.00
1/5	JACE SCHREIBER	48.73
1/5	JENNIFER H NATIVIDAD	88.22
1/5	JOHN'S SALES & SERVICE	2,011.50
1/5	JOIE SEATON	5.89
1/5	JOLYNN VARELA	7.53
1/5	JONN SIBLEY	134.28

1/5	JOSEPH LUCAS	85.67
1/5	JULIA PAREDEZ	20.50
1/5	JUMBURRITO	744.00
1/5	KAY'S EMBLEMS INC	393.00
1/5	L WALLACE CONSTRUCTION CO INC	118,898.40
1/5	L WALLACE CONSTRUCTION CO INC	176,868.78
1/5	LABATT FOOD SERVICE	45,387.50
1/5	LAURA SIKES	149.06
1/5	LEAD4WARD LLC	13,500.00
1/5	LINDE GAS & EQUIPMENT INC	575.69
1/5	MARGARITA BROOKER	23.97
1/5	MICAH PETTIGREW	15.00
1/5	MICHELLE HAMMON	13.43
1/5	MSB CONSULTING GROUP LLC	3,415.14
1/5	NATALIE FITZGERALD	90.38
1/5	NATALIE FITZGERALD	982.97
1/5	NATIONAL ASSOCIATION OF SCHOOL NURSES	4,785.00
1/5	NATIONAL FOOD GROUP INC	9,072.00
1/5	NATIONAL TRAVEL SYSTEMS	2,846.04
1/5	NIMBUS DRINKING WATER SYSTEMS	48.00
1/5	NUNEZ FENCE	1,800.00
1/5	MARIA WILLIAMS	102.00
1/5	SHANNON D GAYLOR	2,475.38
1/5	PETROPLEX OFFICE SUPPLY, INC.	898.46
1/5	PRISCILLA TORRES	30.00
1/5	REGION 13 EDUCATION SERVICE CENTER	390.00
1/5	REGION 18 EDUCATION SERVICE CENTER	700.00
1/5	REGION 18 EDUCATION SERVICE CENTER	150.00
1/5	RILEY COFFMAN	305.10
1/5	ROBERTS TRUCK CENTER OF TEXAS	63.30
1/5	ROSA M DOMINGUEZ	2.55
1/5	SALLY POOL	157.85
1/5	SYNCHRONY BANK	11,100.33
1/5	SANDRA BANDA	40.49
1/5	SANDRA BANDA	993.13
1/5	SANDY EMMERSON	700.00
1/5	SARAH R AGUIRRE	7.36
1/5	THE SEWELL FAMILY OR COMPANIES INC	593.01
1/5	SIDSON CORP	3,711.74
1/5	SLAM DUNK FOOD 2 LLC	825.00
1/5	STEPHANIE VILLAVICENCIO GARCIA	41.13
1/5	SUSAN HENDRICKS	191.31
1/5	FRANK E GOMEZ	4,800.00
1/5	TEXAS ASSOCIATION FOR	50.00
1/5	TEXAS EXCAVATION SAFETY SYSTEM, INC.	6.65
1/5	TEXAS LIFE INSURANCE CO	117,557.38
1/5	THE MCCRELESS COMPANY	980.37
1/5	TOMMY HAWKINS CONSTRUCTION, INC.	15,870.00
1/5	TONIA CHANCE	50.00
1/5	TYLER BUSINESS FORMS	2,194.29

1/5	VALERIE HELITON	55.80
1/5	VICTORIA NORENA	56.73
1/5	IMPERIAL BAG & PAPER LLC	4,010.67
1/5	WHITNEY CREEKMORE	83.29
1/5	WORLD'S FINEST CHOCOLATE INC	23,340.00
1/5	XEROX CORPORATION	823.42
1/5	XEROX CORPORATION	953.65
1/10	AARON ALEX MOLINA	14.21
1/10	ACCELERATION ACADEMIES	79,871.00
1/10	AIDE EMILIANO	15.52
1/10	ALAN WILLIAMS	253.35
1/10	ALBERT J VALENCIA	77.35
1/10	ALICIA SYVERSON	88.50
1/10	AMANDA MONCADA RODRIGUEZ	1,024.58
1/10	AMAZON CAPITAL SERVICES	7,239.17
1/10	AMY RENE HOSICK	169.25
1/10	ANGELA AGUIRRE	37.14
1/10	ANGELICA M DAVIS	1,024.58
1/10	ANGELO STATE UNIVERSITY	2,870.45
1/10	ANGELO STATE UNIVERSITY	3,870.45
1/10	ANGELO STATE UNIVERSITY	3,493.95
1/10	ANH NGUYEN	57.77
1/10	AT&T	11,041.43
1/10	AT&T MOBILITY	57.61
1/10	ATHLETIC SUPPLY INC	8,222.00
1/10	ATKINS HOLLMAN JONES PEACOCK	18,981.00
1/10	AUDIO ACOUSTICS HEARING CENTERS	2,570.00
1/10	BIG DADDY'S	1,400.00
1/10	BILLIE GAMBOA	26.99
1/10	BIMBO BAKERIES USA	1,930.35
1/10	BLAIR LAWSON	288.00
1/10	DICK BLICK COMPANY	2,591.52
1/10	BLUEFIN LLC	207,127.66
1/10	BRAZOS DOOR & HARDWARE	27,400.00
1/10	BRIANNA MOORE	808.25
1/10	SPARKLIGHT	550.54
1/10	CARDIO PARTNERS INC	3,272.84
1/10	CAROLE BUHR	839.37
1/10	CDW-G	13,835.00
1/10	CENTRAL NATIONAL GOTTESMAN INC	1,023.49
1/10	NBCEC INC	106.41
1/10	CHRIS MUNOZ	1,309.65
1/10	CHRISTOPHER MILLS	26.46
1/10	CLARISA ARRAS	169.82
1/10	CLAUDIA LOPEZ	723.89
1/10	CLINT STOWE	108.76
1/10	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
1/10	CULLIGAN WATER CONDITIONING OF WEST TEXAS	536.29
1/10	CYNTHIA RAMIREZ	170.50
1/10	DAN CASTILLO	839.37

1/10	DANIEL BUSTAMANTE	125.63
1/10	DANIEL P TIMMONS	51.88
1/10	DAVID A. KOCH, PHD	700.00
1/10	DAVID CORRAL	35.73
1/10	DELESA STYLES	222.70
1/10	EDVANTAGE STRATEGY GROUP INC	15,229.49
1/10	ED PRICE	1,202.00
1/10	ELICEO ORTIZ	350.00
1/10	EMILEE TRAMMEL	11.99
1/10	EMILY JO ROBERTS	263.51
1/10	EPALLET INC	35,838.60
1/10	ERIKA NATIVIDAD	156.06
1/10	EXALANDER S MAGALLAN	1,488.08
1/10	FERGUSON FACILITIES SUPPLY	1,416.46
1/10	FISHER SCIENTIFIC	662.32
1/10	FRANCESCA FLORANCE	282.00
1/10	G H DAIRY	22,817.68
1/10	G T DISTRIBUTORS INC	3,558.72
1/10	LET'S GAB PLLC	2,700.00
1/10	GEORGINA FIGUEROA	1,580.00
1/10	GRAINGER	3,769.99
1/10	HEATHER BLAND	182.48
1/10	HOME DEPOT USA INC - STORE #562	224.10
1/10	HUGHES SERVICES FLOORING, LP	5,850.00
1/10	HUMBERTO HERNANDEZ JR	7,102.56
1/10	HURT EXTERMINATING	102,825.00
1/10	IMAGE MATTERS INC.	1,413.00
1/10	IMAGES INK	60.00
1/10	INFECTION CONTROLS INC	9,073.18
1/10	INSOURCE INSURANCE GROUP, LLC	750.00
1/10	IONWAVE TECHNOLOGIES	24,350.00
1/10	JACKSON VINES	300.00
1/10	JAVIER RUIZ	1,900.00
1/10	JEANETTE ORTIZ	544.61
1/10	JERIMIE HERNANDEZ	1,120.00
1/10	JOHN BENTON	460.50
1/10	JOY PRODUCTS OF CALIFORNIA INC	2,163.60
1/10	JUDY RAMIREZ	54.30
1/10	JULIE SORUM	180.81
1/10	KARIME MELENDEZ	17.55
1/10	KARYNA OLSON	3,925.00
1/10	KIM CHANCELLOR	205.08
1/10	LA MARGARITA	2,355.00
1/10	LABATT FOOD SERVICE	51,354.15
1/10	LAKRISHA RODRIGUEZ	7.86
1/10	LESLIANNE PRINCE	544.61
1/10	LINDSEY GREATHOUSE	38.71
1/10	LOWE'S	421.37
1/10	LUIS CARMONA	200.00
1/10	LVR COMMERCIAL FLOORING	47,344.20

1/10	MAGDA RODRIGUEZ	30.65
1/10	MAHIRA SALINAS	88.03
1/10	MARIA ORTIZ	887.85
1/10	MARIA ZUBIATE	63.47
1/10	MARK BENNETT	858.33
1/10	MARQUEE ALLISON	200.00
1/10	MATT VINSON	720.00
1/10	MATT VINSON	700.00
1/10	MAYRA LEYVA	219.36
1/10	MCI FOODS INC	26,396.16
1/10	MEREDITH CHANCE	544.61
1/10	MICHAEL FLAX	1,080.00
1/10	MICHELLE GALINDO	730.24
1/10	MICHELLE WEST	375.00
1/10	MIGHTY WASH OPERATIONS LLC	675.00
1/10	MIGUEL TORRES	82.27
1/10	MOAK CASEY & ASSOCIATES. INC.	225.00
1/10	MONK HOLDINGS LLC	1,678.00
1/10	MRB CONTRACTORS LLC	1,056,488.68
1/10	N-TUNE MUSIC & SOUND INC	1,066.80
1/10	NATALIE BERRIDGE	46.57
1/10	NATALIE FITZGERALD	170.50
1/10	NATIONAL TRAVEL SYSTEMS	1,804.20
1/10	NEIL A SHULTZ	5,850.00
1/10	NIMBUS DRINKING WATER SYSTEMS	52.00
1/10	NUNEZ FENCE	5,800.00
1/10	NUNEZ FENCE	111,700.00
1/10	ODESSA COLLEGE	434.92
1/10	ODESSA FAMILY YMCA	68,507.00
1/10	ODESSA SIGN SOLUTION LLC	25.00
1/10	SEWCO INC	2,289.46
1/10	OLIVIA PORRAS	60.98
1/10	ALMA ALCANTAR	25.00
1/10	THE LOCAL GOVERNMENT PURCHASING COOPERATIVE	7,235.00
1/10	ORLANDO BONNEY	31.18
1/10	PENSKE COMMERCIAL VEHICLES US LLC	97.84
1/10	PETER C GORMAN	2,500.00
1/10	PETROLEUM TRADERS CORPORATION	18,749.32
1/10	PIRAINO CONSULTING, INC	20,767.00
1/10	POCKET NURSE ENTERPRISES INC	570.16
1/10	PRISCILLA TORRES	14.41
1/10	RANDY LIGHTFOOT	186.21
1/10	REGION 18 EDUCATION SERVICE CENTER	117,360.00
1/10	RIGO NUNEZ	54.37
1/10	ROBERTS TRUCK CENTER OF TEXAS	344.02
1/10	ROGER L CLEERE	1,398.75
1/10	ROSAS CAFE / BOBBY COX Co.	413.55
1/10	ROSELL D CAUFIELD	5,200.00
1/10	SANDY EMMERSON	700.00
1/10	SARAH BURTON	708.25

1/10	SCOTT WALKER	122.22
1/10	SKL ENTERPRISES	500.00
1/10	SYSCO USA, INC	22,865.52
1/10	ROBERT MADDEN INDUSTRIES LTD	925.00
1/10	TESS DONNER	7,200.00
1/10	TEXAS ACADEMIC DECATHLON FOUNDATION	1,500.00
1/10	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	175.00
1/10	TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC	2,520.00
1/10	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
1/10	TEXAS TECH	4,207.50
1/10	TEXAS TECH	4,207.50
1/10	TEXAS TECH	4,207.50
1/10	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
1/10	THE MCCRELESS COMPANY	26.96
1/10	THE PITNEY BOWES	11,601.45
1/10	TOSHIBA AMERICA BUSINESS SOLUTIONS INC	60.00
1/10	TRANSFINDER CORPORATION	2,600.00
1/10	UNITED PARCEL SERVICE INC	4.61
1/10	THE UNIVERSITY OF TEXAS AT AUSTIN	31,000.00
1/10	UNIVERSITY OF TX-PERMIAN BASIN	4,306.88
1/10	UNIVERSITY OF TX-PERMIAN BASIN	35.00
1/10	US FOODS, INC.	144.45
1/10	VALENTINA GONZALEZ	5,000.00
1/10	VERIZON WIRELESS SERVICES LLC	5,192.58
1/10	VICTORIA A GOMEZ	4,000.00
1/10	IMPERIAL BAG & PAPER LLC	5,306.05
1/10	WALSH GALLEGOS TREVINO KYLE & ROBINSON PC	2,144.50
1/10	XEROX CORPORATION	50,100.47
12/7	THIRD FUTURE SCHOOLS TEXAS	1,080,461.00
12/7	WELLSPRING TELEHEALTH	11,283.75
12/7	JNT RESOURCES PARTNERS LP	15,394.45
12/7	UTPB	176,363.00
12/11	AETNA LIFE INSURANCE COMPANY	388,122.31
12/14	AETNA LIFE INSURANCE COMPANY	112,721.00
12/14	PCARX LLC	21,004.00
12/14	PCARX LLC	96,962.40
12/18	AETNA LIFE INSURANCE COMPANY	446,834.56
12/18	PCARX LLC	159,029.92
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	834.00
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$11,675,957.49



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.

Amount	Fund	From	Description
\$20,063.37	199	PHS Tennis Boosters	Tennis Courts windscreen replacement
\$10,000.00	199	Hemphill Charitable Foundation	Student Needs

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES



CDC
(EXHIBIT)A

OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: Delesa Styles / Permian High School
Principal OR Director
Permian Tennis
School OR Department

Permian Tennis Booster Club (Erica Campos)
Name of Donor (if organization, please include name of president)
1800 E 42nd Odessa TX 79765
Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
Fence Slats	\$ 20,063.37	Permian Tennis Courts Windscreen Replacement.
	\$	
	\$	

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

Approval () Disapproval Delesa Styles 11-28-23
PRINCIPAL / DIRECTOR Date

Approval () Disapproval Christi Patten 12-4-23
DIRECTOR OF DEVELOPMENT Date

Approval () Disapproval D. Thomas 1/5/23
CHIEF FINANCIAL OFFICER Date
(The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____
SUPERINTENDENT OF SCHOOLS Date



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Quote
Cart #: 9715357
Purchase Order #: Fence Slats
Cart Name: Tennis Black Slats
Quote Date: 02/16/2023
Quote Valid-to: 09/08/2023
Payment Terms: NT30
Ship Via:
Ordered By: Junior Fuentes

Contact Your Rep
Sergio Franco Email: sfranco@bsnsports.com | Phone: 210-557-2297

Sold to
 1706677
PERMIAN HIGH SCHOOL
 1800 E 42nd St
 ODESSA TX 79762-5800
 USA

Ship To
 1706677
PERMIAN HIGH SCHOOL
 Coach Bonds
 1800 E 42nd St
 ODESSA TX 79762-5800
 USA

Payer
 1706677
PERMIAN HIGH SCHOOL
 1800 E 42nd St
 ODESSA TX 79762-5800
 USA

Item Description	Qty	Unit Price	Total
3' H Black Slats 2" Chainlink 10' L Item # - NSPHG	4 EA	\$ 39.99	\$ 159.96
7' H Black Slats 2" Chainlink 10' L Item # - NSPHG	5 EA	\$ 79.99	\$ 399.95
10' H Black Slats 2" Chainlink 10' L Item # - NSPHG	90 EA	\$ 119.99	\$ 10,799.10
Fence Slat Installation Item # - NSPINSTALL	1 EA	\$ 8,250.00	\$ 8,250.00

Subtotal:	\$19,609.01
Other:	\$0.00
Freight:	\$454.36
Sales Tax:	\$0.00
Order Total:	\$20,063.37
Payment/Credit Applied:	\$0.00
Order Total:	\$20,063.37

Black Slats
 2" Diamond Pattern. Chainlink Must be Straight and Good Condition for
 Slats to Fit Properly
 Estimated Lead time 2-3 Weeks
 Some cutting will be required for 7' H and 3' H slats to fit 6' H

fence
 and 2' H fence
 - 900LF of 10' H
 - 50LF of 7' H
 - 40LF of 3' H
 -

Installation Included
 Customer responsible for receiving slat material
 BSN not responsible for slats that will not fit in damaged sections of
 chain link
 -

NON PREVAILING WAGES
NON UNION
NO LICENSING/PERMITS

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES



OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

CDC
(EXHIBIT)A

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Letty Bernal
Principal OR Director
_____ / Community Outreach Center 856
School OR Department

Dan and Hermine Hemphill Charitable Foundation Inc.

Name of Donor (if organization, please include name of president)

PO Box 3627 Odessa, TX 79760

Mailing address

City

State

Zip Code

has offered a donation or gift in the following category:

Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
<u>check</u>	<u>\$ 10,000</u>	<u>to purchase supplies for</u>
	<u>\$</u>	<u>students in need: school supplies</u>
	<u>\$</u>	<u>uniforms and other needs</u>

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

Approval () Disapproval Letty Bernal, USSW-IPR 12/18/23
PRINCIPAL / DIRECTOR Date

Approval () Disapproval Cristi Patten 12-18-23
DIRECTOR OF DEVELOPMENT Date

Approval () Disapproval [Signature] 1/5/23
CHIEF FINANCIAL OFFICER Date
(The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____
SUPERINTENDENT OF SCHOOLS Date

(432) 456.8569
301 E. Clements
Odessa, Texas 79761



12/18/2023

Please deposit the \$10,000 donation from Hemphill Foundation to account # 199-11-6399-00-856-11- Needy Student Supplies.

Thank You,

Leticia Bernal, LBSW

Leticia Bernal, LBSW
Lead Social Worker
ECISD Community Outreach Center
456.8569

educate

connect

inspire

succeed

dream

**DAN AND HERMINE HEMPHILL
CHARITABLE FOUNDATION INC**

P.O. BOX 3827
ODESSA, TX 79760

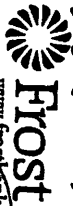
1560

30-9/1140
805

PAY
TO THE
ORDER OF

El Paso Community Outreach Center
1111 Howard Palmer St

\$ *10,000.00*



www.frostbank.com

FOR *10/22* *Donation*

Steph Meyer

⑆001560⑆ ⑆114000093⑆

579905337⑆



REQUEST FOR APPROVAL OF COMMUNITY TRAINING AND ASSISTANCE CENTER (CTAC) MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Administration is recommending the approval of the Community Training and Assistance Center (CTAC) Mutual Confidentiality and Nondisclosure Agreement. This agreement lays out the conditions of confidentiality in the partnership efforts between CTAC and ECISD to implement the Teacher School Leader Incentive Program (TSL) grant from the United States Department of Education. This program is locally named Leadership for Ector's Accelerated Performance (LEAP). This grant will provide additional training, support, and performance-based compensation.

Mutual Confidentiality and Nondisclosure Agreement

This Mutual Confidentiality and Nondisclosure Agreement (this “Agreement”) is entered into and effective as of 6th day of June, 2023 (the “Effective Date”), between Community Training and Assistance Center, Incorporated, with offices located at One Boston Place, Suite 2606, Boston, MA 02108 (“CTAC”) and Ector County Independent School District, with offices located at 802 N. Sam Houston, Odessa, TX 79761 (“ECISD”). The parties, for their mutual benefit, desire to disclose to each other confidential information in connection with discussions between their authorized representatives for the purposes of exploring, collaborating, writing, reviewing and preparing a Federal grant proposal for the Teacher and School Leader Incentive Program. To that end, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information

“Confidential Information” shall mean with respect to a party hereto (the “Disclosing Party”), collectively, all technical, financial and business information of any kind whatsoever, and including, where appropriate and without limitation, all data, specifications, research projections, financial information, processes, techniques, technology, ideas, know-how, improvements, inventions, (whether or not patentable or copyrightable), trade secrets or formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the “Receiving Party”), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether orally, in writing, by demonstration, an electronic format or any other media.

Both parties shall follow copyright rules and not use, reproduce, distribute, or create derivatives of either party’s copyrighted material without the consent of the Disclosing party.

The confidentiality obligations of this Agreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement; (b) was, as between the parties, lawfully in the Receiving Party’s possession prior to receipt from the Disclosing Party; (c) is obtained by the Receiving Party independently from a third party free to disclose such information to the Receiving Party lawfully; or (d) is independently developed by the Receiving Party without reliance on Confidential Information or reliance on individuals who have had access to Confidential Information.

2. Limited Use and Access

All Confidential Information:

(a) shall not be copied, distributed or disseminated in any way or form to any third parties by the Receiving Party without the prior written consent of the Disclosing Party, except as required by a valid legal process or a court order or other lawful order; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and shall have provided reasonable assistance at the Disclosing Party's expense to contest or limit the scope of such legal process;

(b) shall be maintained in confidence and may be only disclosed to those employees and agents of the Receiving Party or of its affiliates who have a need to know;

(c) shall not be used by the Receiving Party for any purpose, except as otherwise expressly stated in this Agreement, without the prior written consent of the Disclosing Party; and

(d) shall remain the property of the Disclosing Party and be either destroyed or returned to the Disclosing Party (along with all paper, electronic, or other copies thereof) within 30 days of the completion of the Project, or within 30 days of receipt by the Receiving Party of a written request from the Disclosing Party setting forth the Confidential Information to be destroyed or returned. For any Confidential Information to be destroyed, the Receiving Party shall certify in writing to the Disclosing Party the destruction of any and all documents, papers and materials containing such Confidential Information, and notes thereon in the Receiving Party's possession, including paper, electronic, or other copies thereof.

Each Party shall protect the confidentiality of Confidential Information through the exercise of the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized duplication, use, or disclosure of the Confidential Information as each Party uses to protect its own confidential information of a like nature. If the Receiving Party discloses Confidential Information to any of its employees or agents, the Receiving Party shall inform such employees or agents of the restrictions under this Agreement on duplication, use, and disclosure to third parties and dissemination within its organization, and shall take other actions necessary to maintain the confidence of such Confidential Information (including executing agreements with employees that are materially similar to those set forth herein).

3. Duration of Confidentiality Obligations

The obligations of each party hereunder shall commence as of the Effective Date, and shall continue until September 30, 2026, or when the Grant ends, whichever is later. This Agreement may be terminated at any time by either party without cause, with respect to further disclosures, upon thirty (30) days' written notice (see Item 16) to the other party. Any early termination of this Agreement in accordance with the foregoing sentence shall not relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed by the Disclosing Party prior to the effective date of such early termination. For the avoidance of doubt, each party's obligations under this Agreement will survive any termination of discussion between parties regarding the Project, and continue for the period set forth in the first sentence of Section (3).

4. Injunctive Relief

Each party understands and agrees that, because of the unique nature of the Confidential Information, the Disclosing Party will suffer irreparable harm if the Receiving Party fails to comply with any of its obligations under this Agreement, and monetary damages will be inadequate to compensate the Disclosing Party for such breach. Accordingly, the Receiving Party agrees that the Disclosing Party shall, in addition to any other remedies available to the Disclosing Party at law or in equity, be entitled to injunctive relief, to the extent permitted by Texas law and constitution, the Parties agree to enforce the terms to this Agreement (without posting a bond or other undertaking) in the event of a breach or threatened breach by the Receiving Party.

5. Competition

The receipt of Confidential Information under this Agreement will not in any way limit the receiving party from (a) providing products or services which may be competitive with products or services of the disclosing party; or (b) providing products or services to others who compete with the disclosing party; provided, however, that in the event the receiving party provides products or services which may be competitive with products or services of the disclosing party, or provides products or services to others who compete with the disclosing party, the receiving party will not use Confidential Information of the disclosing party in performing such activities.

6. Non-Solicitation

Both parties acknowledge that effective performance of the Services will require close and frequent contact between each company's personnel, who are an invaluable resource of each party. Each party has invested substantial time and resources in the development of its personnel and has granted to them access to its proprietary and confidential information. Accordingly, so the parties and their personnel may work freely together, the parties agree as follows:

During the term of this engagement, and for a period of one year immediately following the expiration or termination of the engagement for any reason (the "Non-Solicitation Restricted Period"), neither party will, directly or indirectly, for its own benefit or for the benefit of any other individual or entity: (a) employ or hire any Personnel of the other in any capacity (whether as an employee, contractor, consultant or otherwise); (b) solicit or attempt to solicit for employment or hire any Personnel of the other in any capacity; or (c) entice or induce any Personnel of the other to leave his or her or their employment with the other party. Notwithstanding the foregoing, a general solicitation or advertisement for job opportunities that is published without targeting a party's Personnel shall not be considered a violation of 6(b) above.

The term "Personnel" means any individual who is or was, at any time during the six-month period prior to solicitation or other activity prohibited above, employed by a party.

7. No License

The parties acknowledge and agree that: (a) each party maintains that its Confidential Information contains valuable trade secrets; and (b) all rights to Confidential Information are reserved by the Disclosing Party. The parties also understand that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement.

8. Right to Disclose

Each party warrants that it believes that (i) it is the owner or licensee of its Confidential Information and (ii) it has the right to enter into this Agreement without any breach of its obligations to others. Each party (a) makes no other warranty relating to its Confidential Information and the use to be made thereof by the other party and (b) disclaims all implied warranties.

9. No Warranty

Neither the Disclosing Party nor its representatives make any representation or warranty, express or implied, as to the accuracy or completeness of its Confidential Information. The Receiving Party agrees that neither the Disclosing Party nor its representatives shall have any liability to the Receiving Party relating to or resulting from the use of the Disclosing Party's Confidential Information or any errors or omissions therein.

10. Use of Name

Neither party shall use the name of the other party, or any staff member or other employee of such other party, in advertising or other promotional material, without such other party's prior written consent.

11. No Assignment

Neither party may assign this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Each party's rights and obligations under this Agreement will bind and inure to the benefit of its respective successors, heirs, executors, administrators, and permitted assigns.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties. All prior agreements, understandings, and proposals, oral or written, between the parties relating to Confidential Information are superseded by this Agreement. This Agreement may only be modified or amended by a writing signed by both parties. Both parties explicitly acknowledge and agree that any subsequent oral agreements, oral understandings, and oral proposals are null and void.

13. Waiver and Severability

No provision of this Agreement will be waived and no breach excused unless the waiver or consent is in writing and is signed by the party that is claimed to have waived or consented. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions will continue in full force and effect as if the Agreement has been executed without the invalid provision.

14. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Texas, without regard to conflict of law principles. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether involving remedies at law or in equity, shall be

adjudicated in Ector County, Texas, or in Federal courts with jurisdiction over Ector County, Texas.

15. Future Agreements

This Agreement is not intended to and does not obligate either party to enter into negotiations, discussions, or any other activities regarding any opportunities, arrangements, or agreements with the other party. Any decision to enter into such activities shall be made by each party in its sole discretion. Any such decisions to enter into arrangements, agreements, or contracts will be negotiated and recognized under separate contractual documentation.

16. Notices

Any notices or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

17. Negotiation and Execution

This Agreement has been negotiated by both parties and shall not be strictly construed against either party. This Agreement may be executed in one or more original, or faxed or electronically transmitted counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For: Community Training and Assistance Center

For: Ector County Independent School District

William J. Slotnik
Chief Executive Officer

Scott Muri
Superintendent

Date

Date



REQUEST FOR APPROVAL OF COMMUNITY TRAINING AND ASSISTANCE CENTER (CTAC) COLLABORATIVE AGREEMENT

Administration is recommending the approval of the Community Training and Assistance Center (CTAC) Collaborative Agreement. This agreement lays out the collaborative efforts between CTAC and ECISD to implement the Teacher School Leader Incentive Program (TSL) grant from the United States Department of Education. This program is locally named Leadership for Ector's Accelerated Performance (LEAP).

This grant will provide additional training, support, and performance-based compensation.

Collaborative Agreement

This Collaborative Agreement (this “Agreement”) is entered into on this 1st day of October, 2023 (the “Effective Date”), between Community Training and Assistance Center, Incorporated, with offices located at One Boston Place, Suite 2606, Boston, MA 02108 (“CTAC”) and Ector County Independent School District, hereafter ECISD, with offices located at 802 N. Sam Houston, Odessa, TX 79761,, collectively “Parties”.

The parties, for their mutual benefit will implement a Federal grant from the U.S. Department of Education Teacher and School Leader Incentive Program.

The parties agree as follows:

1. Focus of Collaborative Agreement

The parties will collaborate and jointly implement the initiative for the 2023 Teacher and School Leader Incentive Program grant, project of Leadership for Ector’s Accelerated Performance (LEAP). CTAC will be the technical assistance provider, evaluator, and fiscal agent; and the initiative will be implemented in ECISD.

2. Competition and Award

The Department of Education (Department) issued a notice inviting applications for fiscal year (FY) 2023 for the Teacher and School Leader Incentive Program (TSL), Assistance Listing Number 84.374A. This notice is published in the Federal Register / Vol. 88, No. 100, issued Wednesday, May 24, 2023. Subsequent to the notice, CTAC in collaboration with ECISD submitted a proposal that was selected and a grant was awarded by the Department.

3. No Assignment

Neither party may assign this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Each party’s rights and obligations under this Agreement will bind and inure to the benefit of its respective successors, heirs, executors, administrators, and permitted assigns.

4. No Partnership or Joint Venture

Neither this Agreement, the Grant or any action by the Parties pursuant to this Agreement shall create a joint venture, partnership or employment relationship between the parties. The parties are independent contractors.

5. Term and Termination

This Agreement is effective as of the Effective Date shown earlier in this agreement and shall end on September 30, 2026 contingent on U.S. Department of Education (U.S. Ed)’s continued

funding. This agreement may be extended upon U.S. Ed's award of funding for additional years, or extension of the service period.

Either party may terminate this Agreement 30 business days after a written notice of default has been sent to the other party with such notice informing the other party of the breach and proposed corrective action based on the conditions within this Agreement, provided said corrective actions are not satisfactorily addressed within the 30-business day period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For: Community Training and Assistance Center

For: Ector County Independent School District

William J. Slotnik
Chief Executive Officer

Jerry Mahana
Purchasing Director

Date

Date



REQUEST FOR APPROVAL OF OFFICE OF THE GOVERNOR POLICE GRANTS

On December 14, The Office of the Governor of the State of Texas announced funding to equip peace officers with bullet resistant shields, body worn cameras and rifle-resistant body armor under 3 grant competitions. Additionally, grants were announced for Project Safe Neighborhoods, Criminal Justice Grant, State Homeland Security Program initiatives. The opportunity to apply for these grants under the Office of the Governor's will enable ECISD to potentially hire personnel, purchase training supplies; and, purchase equipment critical to school security, which the Police Department cannot currently afford.

The ECISD Police Department requests approval to submit 8 grant applications to the Office of the Governor of the State of Texas. The purpose of the first grant is to purchase Bullet Resistant Shields. The purpose of the second grant is to purchase body worn cameras. The purpose of the third grant is to purchase rifle-resistant body armor. The purpose of the fourth grant is community policing and school safety, while the purpose of the fifth grant is to purchase equipment and supplies. The purpose of the sixth grant (Homeland Security Initiatives) is to purchase safety equipment and training supplies, such as simulation kits.

Administrative Recommendation: Approval of the Grant Proposals



OUR students THE future

802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Bullet Resistant Shields Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Bullet Resistant Shields Grant Project be operated for the 2023-24 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

152

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the Bullet Resistant Ballistic Shields to the Office of the Governor.

Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Body Worn Cameras Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Body Worn Camera Grant Project be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

153

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the Body Worn Cameras Grant to the Office of the Governor.

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Rifle-Resistant Vests Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Rifle Resistant Vests Grant Project be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

154

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the Rifle Resistant Vests Grant Project to the Office of the Governor.

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Project Safe Neighborhoods Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Project Safe Neighborhoods Grant be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

155

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the Project Safe Neighborhoods Grant to the Office of the Governor.

_____ Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

Resolution For Criminal Justice Grant

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the Criminal Justice Grant Project be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

156

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the Criminal Justice Grant Project to the Office of the Governor.

Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

State Homeland Security Grant Regular Projects

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the State Homeland Security Grant Regular Projects be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

157

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the State Homeland Security Grant Regular Projects to the Office of the Governor.

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

State Homeland Security National Priority Areas Projects

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the State Homeland Security Grant National Priority Areas Projects be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

158

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the State Homeland Security Grant National Priority Areas Projects to the Office of the Governor.

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



802 N. Sam Houston Ave.
Odessa, TX 79761

State Homeland Security Law Enforcement Terrorism Prevention Activities (LETPA) Projects

WHEREAS, The Ector County Independent School District Board of Trustees finds it in the best interest of the citizens of Ector County, Texas that the State Homeland Security Law Enforcement Terrorism Prevention Activities Projects grant be operated for the 2024-25 school year and

WHEREAS The Ector County Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, The Ector County Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Ector County Independent School District Board of Trustees designates Dr. Scott Muri, Superintendent, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Ector County Independent School District Board of Trustees approves submission of the grant application for the State Homeland Security Law Enforcement Terrorism Prevention Activities Projects grant to the Office of the Governor.

_____ Board President

Signed by: Christopher Stanley, Board President

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)



PRESENTATION OF THE TUTOR CO-PILOT ARTIFICIAL INTELLIGENCE CUTTING-EDGE RESEARCH & INNOVATION PARTNERSHIP WITH FEV TUTORING & ECTOR COUNTY ISD

The Tutor Co-Pilot is a cutting-edge tool developed in collaboration with Stanford researchers for scaling high-quality tutoring. The Stanford research team closely works with experienced math teachers to ensure the tool is rooted in best, pedagogical practices. The tool is designed to guide the tutor through the decision-making process of an experienced math teacher, such as effectively remediating student mistakes.

Based on a tutor's choice of a teaching strategy (e.g., "ask a question" to probe a student's understanding), the AI Co-Pilot generates an initial response to the student, which the tutor edits before sending to the student. Stanford research shows combining the human's intuition and the Large Language Model's (LLM's) ability to generate text results in high-quality pedagogical responses to students.

Tutor Co-Pilot

Cutting-Edge Research & Innovation

FEV Tutor & Ector County ISD

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NATIONAL STUDENT
SUPPORT ACCELERATOR

equalizing access to quality tutoring



Stanford
University

Strategic Partnership

Stanford University:

- [National Student Support Accelerator \(NSSA\)](#)
- High-impact tutoring, research, thought leadership

FEV Tutor:

- [Multi-year partner with ECISD driving measurable gains on NWEA MAP Growth](#)
- Live 1:1 high-impact tutoring
- Outcomes-Based Contract (OBC)

Ector County ISD:

- [Top-performing high-impact tutoring district nationally](#)

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Research Study Proposal (2023-24 Academic Year)

AI Tutor Co-Pilot Evaluation

- Tool developed based on prior Stanford research
- Leverages the *pedagogical* knowledge of expert math teachers in teaching and combines with large language models.
- Provides real-time suggestions for tutors grounded in expert pedagogical practices.

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Why Tutor Co-Pilot?

- Leverage cutting-edge AI innovation to improve academic outcomes
- Deliver evidence-based high-impact tutoring for more students
- Secure and safe for schools and students using a tutor-facing LLM/AI model

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FEV Tutor's interface with the Co-Pilot

The screenshot displays the FEV Tutor interface. The main workspace shows a question and its answer: "Correct Answer: [object Object]". Below this are buttons for "View Question", "View Notes", "Import question", and "Steps". A red arrow points to the bottom right corner of the workspace. On the right side, a chat window is open, showing a conversation between "Me" and "Attendee1". The chat messages are:

- Me (00:32): Hello!
- Attendee1 (00:39): hi
- Me (01:04): Let's start with your first problem
- Me (01:26): If Bob has 10 apples and gives 5 to Alice, how many apples does Bob have left?
- Attendee1 (01:35): 3?

The chat window also includes a "SELECT ALL" button, a "Type your message here..." input field, and a bottom bar with "END SESSION" and "EXTEND MINS" buttons, along with a "Remaining Time: 00:55:00" indicator.

The tutor picks a strategy, the Co-Pilot generates an initial response, and the tutor can edit the response

The screenshot displays the FEV Virtual Classroom interface. At the top, a browser window shows a math problem: "A school bus has seats for 54 children. Today, 20 boys and 18 girls got on the bus. How many empty seats are there?". A green box with the text "I DO" is visible. Below the problem, a chat window is open, showing a conversation between the user and attendees. The chat messages are:

- Me (00:32): Hello!
- Attendee1 (00:39): hi
- Me (01:04): Let's start with your first problem
- Me (01:26): If Bob has 10 apples and gives 5 to Alice, how many apples does Bob have left?
- Attendee1 (01:35): 3?

Below the chat, a purple banner reads "LET'S HELP THE STUDENT!". Underneath, there are buttons for "MATH HELP", "REGENERATE ALL", and "RESET STRATEGIES". The interface is divided into three columns, each with a dropdown menu and a text area:

- ASK A QUESTION**: "That's a good try, but let's try to solve it together. If Bob originally has 10 apples and he gives 5 to Alice, we subtract 5 from 10. Can you try to do the subtraction?"
- EXPLAIN A CONCEPT**: "Not quite, this is a subtraction problem. Can you try to identify what we should be subtracting?"
- CORRECT THE MISTAKE**: "That's incorrect. The correct answer is 5 because $10 - 5$ is 5."

Each column has a "REGENERATE" and "SEND" button. The bottom of the interface shows a footer with "Rutof Privacy Policy Copyright © 2023 FEV Virtual Classroom" and a "Click here to Perform System Check" link.

Research Study (2023-24 Academic Year)

- **Questions:** How do tutors use an AI Tutor Co-Pilot? How does an AI Tutor Co-Pilot affect student engagement and academic growth?
- **Methodology:** Randomized Control Trial (RCT) riding on existing AY23-24 tutoring implementation.
- **Structure:**
 - Winter to Spring NWEA MAP Growth measuring student outcomes
 - Control group = live tutors (identical to existing FEV Tutor service)
 - Treatment group = live tutors with Co-Pilot feature
- **Timeline:**
 - RCT from January through May 2024
 - Study findings released around September 2024

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TO: Board of Trustees
Ector County ISD

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: Acknowledgement of Donations
October through December 2023

DATE: January 16, 2024



\$ 111,883.11

Donor	Donation Description	Campus/Dept Name	Org #	Value	Total
Walmart	Mariachi items	Odessa High School	002	\$ 1,450.00	
Express Transportation Co	Robotics club items	Odessa High School	002	\$ 500.00	
Faustino Marquez Hernan	Broncho polo	Odessa High School	002	\$ 50.00	
Faustino Marquez Hernan	Broncho polo	Odessa High School	002	\$ 50.00	
Faustino Marquez Hernan	Broncho polo	Odessa High School	002	\$ 50.00	
Faustino Marquez Hernan	Broncho polo	Odessa High School	002	\$ 50.00	
Faustino Marquez Hernan	Broncho polo	Odessa High School	002	\$ 50.00	
		Odessa High School	002		\$ 2,200.00
Permian Tennis Booster Cl	windscreen replacment	Permian High School	003	\$ 20,163.37	
		Permian High School	003		\$ 20,163.37
Majestic Drywall & Acoust	Academic Decathalon	George HW Bush New Tech Odessa	011	\$ 1,500.00	
Sewell Ford	Jr/Sr Board	George HW Bush New Tech Odessa	011	\$ 1,500.00	
Pina Pook	Jr/Sr Board	George HW Bush New Tech Odessa	011	\$ 250.00	
Jaime Torres	Photobooth	George HW Bush New Tech Odessa	011	\$ 400.00	
		George HW Bush New Tech Odessa	011		\$ 3,650.00
Mankco Machine Works	SC Friendsgiving meal and parade of lights supplies	Odessa Collegiate Academy	015	\$ 2,000.00	
		Odessa Collegiate Academy	015		\$ 2,000.00
West TX Konalce	general	Crockett Middle School	044	\$ 220.00	
		Crockett Middle School	044		\$ 220.00
Wesley United Methodist	Sweatshirts	Wilson Young MOH Middle School	045	\$ 3,500.00	
Wesley United Methodist	enhance campus	Wilson Young MOH Middle School	045	\$ 500.00	
NJHS	courtyard project	Wilson Young MOH Middle School	045	\$ 250.00	
ICA Properties	courtyard project	Wilson Young MOH Middle School	045	\$ 1,000.00	
Betenbough Homes	SPED swingset for courtyard	Wilson Young MOH Middle School	045	\$ 4,000.00	
Oncor Electric	courtyard project	Wilson Young MOH Middle School	045	\$ 120.00	
W&Y Booster club	disolving booster club	Wilson Young MOH Middle School	045	\$ 9,278.84	
		Wilson Young MOH Middle School	045		\$ 18,648.84
Window Source of West T	Staff Luncheon	Austin Elementary School	102	\$ 769.17	
Panchitos	burrITOS	Austin Elementary School	102	\$ 405.93	
Sams Club	chips	Austin Elementary School	102	\$ 36.96	
HEB	tea	Austin Elementary School	102	\$ 65.01	
Big Daddy's	teacher appreciation	Austin Elementary School	102	\$ 2,000.00	
		Austin Elementary School	102		\$ 3,277.07
Rosa's Café	staff luncheon	Burleson Elementary School	103	\$ 600.00	
		Burleson Elementary School	103		\$ 600.00
HEB	student breakfast	Sam Houston Elementary School	113	\$ 150.00	
		Sam Houston Elementary School	113		\$ 150.00
Stonegate Odessa Church	teacher gifts	Travis Elementary School	122	\$ 400.00	
Southwest Heritage Credit	teacher gifts	Travis Elementary School	122	\$ 80.00	
Southwest Heritage Credit	teacher lunch	Travis Elementary School	122	\$ 175.00	
Southwest Heritage Credit	teacher lunch	Travis Elementary School	122	\$ 239.00	
Stonegate Odessa Church	teacher breakfast	Travis Elementary School	122	\$ 230.00	
Stonegate Odessa Church	student headphones	Travis Elementary School	122	\$ 200.00	
		Travis Elementary School	122		\$ 1,324.00
Young Professionals of Od	school supplies	Zavala Elementary School	123	\$ 1,000.00	
		Zavala Elementary School	123		\$ 1,000.00
Easy Stop Storage	general	Johnson Elementary School	128	\$ 300.00	
Bubbas 33	student in need meds	Johnson Elementary School	128	\$ 150.00	
		Johnson Elementary School	128		\$ 450.00

TO: Board of Trustees
Ector County ISD

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: Acknowledgement of Donations
October through December 2023

DATE: January 16, 2024



\$ 111,883.11

Donor	Donation Description	Campus/Dept Name	Org #	Value	Total
American Income Life Insurance	general	Jordan Elementary School	129	\$ 286.00	
		Jordan Elementary School	129		\$ 286.00
McCoys	playground equipment	Downing Elementary School	131	\$ 5,500.00	
		Downing Elementary School	131		\$ 5,500.00
Education Foundation	Grant Writer salary - 1/4	Development Department	705	\$ 12,500.00	
Ready Set Start	parent engagement efforts	Development Department	705	\$ 424.63	
Cal Ripken Sr Foundation	STEM lab materials	C&I Department	851	\$ 6,500.00	
Hemphill Charitable Foundation	supplies for students in need	Community Outreach Department	856	\$ 10,000.00	
Walmart	homeless student needs	Community Outreach Department	856	\$ 250.00	
The Bosworth Co	supplies for students in need	Community Outreach Department	856	\$ 150.00	
Greg or Susan Ohara	supplies for students in need	Community Outreach Department	856	\$ 50.00	
Pilot Travel Center	CTE robotics competition assistance	Digital Learning Department	864	\$ 5,000.00	
Sara Moore	Life learners student activity fund	SPEd Department	871	\$ 1,000.00	
TX Division of Emergency Management	Narcan Nasal Spray	Police Department	952	\$ 14,039.20	
Permian Road Safety Coalition	First responder kits	Police Department	952	\$ 2,500.00	
		Total Departments			\$ 52,413.83

GENERAL FUND (199) YTD BUDGET REPORT
 NOVEMBER 30, 2023

FOR 2024 05

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-331,728,451	-4,438,876	-336,167,327	-100,460,920.28	.00	235,706,406.72	29.9%
11 INSTRUCTION	202,095,977	3,176,605	205,272,582	67,550,404.14	96,865,935.39	40,856,242.47	80.1%
12 INSTRUCTIONAL RES & MEDIA SERV	2,159,943	17,760	2,177,703	631,104.39	961,082.36	585,516.25	73.1%
13 CURRICULUM & STAFF DEVELOPMENT	8,719,086	468,965	9,188,051	2,588,361.58	3,314,270.14	3,285,419.28	64.2%
21 INSTRUCTIONAL LEADERSHIP	5,656,651	53,747	5,710,398	2,220,440.73	2,255,763.20	1,234,194.07	78.4%
23 SCHOOL LEADERSHIP	21,539,711	210,110	21,749,821	7,479,543.60	9,370,459.67	4,899,817.73	77.5%
31 GUID, COUNS & EVALUATION SERVS	13,981,624	248,307	14,229,931	5,507,629.36	7,334,008.03	1,388,293.61	90.2%
32 SOCIAL WORK SERVICES	1,811,527	15,960	1,827,487	584,953.65	778,390.42	464,142.93	74.6%
33 HEALTH SERVICES	3,254,406	34,000	3,288,406	1,118,555.75	1,663,501.44	506,348.81	84.6%
34 STUDENT TRANSPORTATION	10,125,228	1,732,696	11,857,924	4,188,623.25	3,836,486.72	3,832,814.03	67.7%
36 CO/EXTRACURRICULAR ACTIVITIES	8,162,823	56,488	8,219,311	2,697,720.56	2,109,086.90	3,412,503.54	58.5%
41 GENERAL ADMINISTRATION	9,030,571	209,009	9,239,580	3,444,497.08	3,804,465.92	1,990,617.00	78.5%
51 FACILITIES MAINT & OPERATIONS	38,015,291	3,114,406	41,129,697	12,757,896.58	14,761,741.11	13,610,059.31	66.9%
52 SECURITY & MONITORING SERVICES	3,787,609	2,379,312	6,166,921	2,045,007.47	2,306,331.15	1,815,582.38	70.6%
53 DATA PROCESSING SERVICES	10,822,562	-3,059,818	7,762,744	3,765,830.35	4,600,095.98	-603,182.33	107.8%
61 COMMUNITY SERVICES	1,558,309	174,183	1,732,492	678,282.48	699,969.86	354,239.66	79.6%
71 DEBT SERVICE	1,294,300	81,000	1,375,300	354,883.74	740,128.97	280,287.29	79.6%
81 FACILITIES ACQUISITION & CONST	1,500,000	6,968,653	8,468,653	1,155,384.00	2,005,774.38	5,307,494.62	37.3%
99 INTERGOVERNMENTAL CHARGES	2,132,882	0	2,132,882	507,689.75	1,625,192.25	.00	100.0%
TOTAL GENERAL FUND	13,920,049	11,442,507	25,362,556	18,815,888.18	159,032,683.89	-152,486,016.07	701.2%
TOTAL REVENUES	-332,253,451	-4,438,876	-336,692,327	-100,460,920.28	.00	-236,231,406.72	
TOTAL EXPENSES	346,173,500	15,881,383	362,054,883	119,276,808.46	159,032,683.89	83,745,390.65	
GRAND TOTAL	13,920,049	11,442,507	25,362,556	18,815,888.18	159,032,683.89	-152,486,016.07	701.2%

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** END OF REPORT - Generated by BAUMANN, DUSTY **

SCHOOL NUTRITION (240) YTD BUDGET REPORT
 NOVEMBER 30, 2023

FOR 2024 05

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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240 SCHOOL NUTRITION

00 GENERAL LEDGER AND REVENUE	-18,064,278	-857,000	-18,921,278	-9,352,688.86	.00	-9,568,589.14	49.4%
35 FOOD SERVICE	18,064,278	4,213,841	22,278,119	8,170,980.02	7,126,419.56	6,980,719.42	68.7%
TOTAL SCHOOL NUTRITION	0	3,356,841	3,356,841	-1,181,708.84	7,126,419.56	-2,587,869.72	177.1%
TOTAL REVENUES	-18,064,278	-857,000	-18,921,278	-9,352,688.86	.00	-9,568,589.14	
TOTAL EXPENSES	18,064,278	4,213,841	22,278,119	8,170,980.02	7,126,419.56	6,980,719.42	
GRAND TOTAL	0	3,356,841	3,356,841	-1,181,708.84	7,126,419.56	-2,587,869.72	177.1%

** END OF REPORT - Generated by BAUMANN, DUSTY **

DEBT SERVICE (599) YTD BUDGET REPORT
 NOVEMBER 30, 2023

FOR 2024 05

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-46,520,000	-578,268	-47,098,268	-4,592,682.74	.00	-42,505,585.26	9.8%
71 DEBT SERVICE	46,520,000	1,145,625	47,665,625	8,889,648.25	36,315,423.75	2,460,553.00	94.8%
TOTAL DEBT SERVICE FUND	0	567,357	567,357	4,296,965.51	36,315,423.75	-40,045,032.26	7158.2%
TOTAL REVENUES	-46,520,000	-578,268	-47,098,268	-4,592,682.74	.00	-42,505,585.26	
TOTAL EXPENSES	46,520,000	1,145,625	47,665,625	8,889,648.25	36,315,423.75	2,460,553.00	
GRAND TOTAL	0	567,357	567,357	4,296,965.51	36,315,423.75	-40,045,032.26	7158.2%

** END OF REPORT - Generated by BAUMANN, DUSTY **

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MONTHLY REPORT OF TAX COLLECTIONS
FOR THE PERIOD OF JULY 1, 2023 THRU NOVEMBER 30, 2023

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2022 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED		
							OVERALL	CURRENT	
2023	179,212,242.35	1,848,085.32	181,060,327.67	4,445,424.86	10,595,248.58	166,019,654.23	92.64%	91.69%	
DELINQUENT TAX									
2022	6,846,545.92	(257,742.36)	6,588,803.56	1,288,322.33	80,957.64	5,219,523.59	76.24%	79.22%	
2021	2,740,462.78	(204,113.93)	2,536,348.85	350,789.42	49,912.96	2,135,646.47	77.93%	84.20%	
2020	1,978,234.15	65,076.47	2,043,310.62	269,496.06	20,486.36	1,753,328.20	88.63%	85.81%	
2019	1,534,201.72	(19,599.17)	1,514,602.55	74,875.06	15,206.02	1,424,521.47	92.85%	94.05%	
2018	1,095,116.83	(496.37)	1,094,620.46	48,059.45	7,228.43	1,039,332.58	94.91%	94.95%	
2017	874,696.28	(0.01)	874,696.27	27,915.66	4,289.38	842,491.23	96.32%	96.32%	
2016	923,303.15	(0.01)	923,303.14	22,243.60	3,241.40	897,818.14	97.24%	97.24%	
2015	809,976.13	(0.46)	809,975.67	11,734.26	1,592.60	796,648.81	98.35%	98.35%	
2014	809,661.76	0.00	809,661.76	7,991.59	1,850.64	799,819.53	98.78%	98.78%	
2013	550,296.95	(0.34)	550,296.61	6,283.76	1,302.92	542,709.93	98.62%	98.62%	
2012	404,184.63	(35,839.62)	368,345.01	3,718.32	209.97	364,416.72	90.16%	98.93%	
2011	377,883.54	(2,469.43)	375,414.11	1,401.57	957.37	373,055.17	98.72%	99.37%	
2010+	2,189,559.75	(17,418.21)	2,172,141.54	6,257.22	525.97	2,165,358.35	98.89%	99.69%	
			0.00						
TOTAL DELINQUENT TAX	21,134,123.59	(472,603.44)	20,661,520.15	2,119,088.30	187,761.66	18,354,670.19	12.08	12.26	
CED # 24 SII TAXES	46,682.69	0.00	46,682.69	105.67	2.98	46,574.04	99.77%	99.77%	
TOTAL ALL TAXES	200,393,048.63	1,375,481.88	201,768,530.51	6,564,618.83	10,783,013.22	184,420,898.46			
PENALTY / INTEREST / DISCOUNT						YEAR TO DATE			
				CURRENT P & I	0.00	0.00	0.00		
				DISCOUNTS	0.00	0.00	0.00		
				DELINQUENT YEAR P & I	613,658.14	78,696.85	692,354.99		
TOTAL PENALTY / INTEREST / DISCOUNT					613,658.14	78,696.85	692,354.99		
OTHER COLLECTIONS									
				TAXES W/O COLLECTED	0.00	0.00	0.00		
				TAX CERTIFICATES	576.63	79.02	655.65		
				LATE RENDITION FEES	20,666.20	18,768.94	39,435.14		
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00		
				OTHER COSTS COLLECTED	5.09	0.00	5.09		
				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					21,247.92	18,847.96	40,095.88		
TOTAL SCHOOL					7,199,524.89	10,880,558.03	18,080,082.92		
				GENERAL FUND		DEBT SERVICE			
TOTAL				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL	
				8,980,093.91	81,237.25	1,802,919.31	16,307.56	10,880,558.03	

ECISD New Purchase Orders Over \$50,000 Report for December 2023

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	12/14/2023	24007474	CDW-G	\$ 3,573,712	2024-2025 Student Devices 2600 - DELL 3110 2-IN-1 CHROMEBOOK 8/64GB 4800 - DELL 3110 2-IN-1 CHROMEBOOK 4/32GB 7400 - GOOGLE CHROME EDUCATION UPGRADE 7400 - CHROMEBOOK SERVICES + ETCHING 7400 - MAXCASES EXTREME SHELL-F SLIDE CASE	SOURCEWELL 081419-CDW	282-11-6639-98-864-11-28222	JENNIFER BAKLEY	INFORMATION TECHNOLOGY
2	12/11/2023	24007436	PIRAINO CONSULTING, INC	\$ 2,853,412	2023-2024 Bond Project Promethean 800 - ACTIVEPANEL 75" V9 800 - ACTIVEPANEL (MEDIUM) 5 YEAR OSS 800 - RADIX PREMIUM 4 YR LICENSE 199 - TOUCH PANEL INTERACTIVE WB MOUNT 128 - 25 FT UNIVERSAL POWER CORD	TIPS 230105	693-11-6639-00-864-11-70424	JENNIFER BAKLEY	INFORMATION TECHNOLOGY
3	12/05/2023	24007029	THE SEWELL FAMILY OR COMPANIES INC	\$ 344,106	7 - 2023 FORD F-150 SERIES	BUYBOARD 724-23	199-52-6631-00-952-99	KIMBERLEY JONES	DISTRICT POLICE DEPARTMENT
4	12/04/2023	24006985	NATIONAL CENTER FOR GROW YOUR OWN	\$ 150,000	TECHNICAL PARTNER WHO CAN SUPPORT ECISD IN APPLYING FOR A REGISTERED PRINCIPAL APPRENTICESHIP PROGRAM	ECISD AWARDED RFP 24-03	282-23-6229-00-850-99-28222	SARAH HARRISON	TALENT DEVELOPMENT
5	12/06/2023	24007133	CDW-G	\$ 99,400	JAMF Renewal-24-25	SOURCEWELL 081419-CDW	199-53-6299-38-864-99	MARTHA ALMAGUER	INFORMATION TECHNOLOGY
6	12/06/2023	24007124	MIGUEL ANGEL GALVAN	\$ 69,980	OHS Mariachi Uniforms 75 - 3-PC MARIACHI UNIFORMS 84 - MARIACHI BOWS 75 - MARIACHI BOOTIES 75 - MARIACHI BELT 75 - MARIACHI HAIR BOWS	ECISD AWARDED RFP 24-06	199-36-6499-55-002-99	THELMA CHAPA	174 FINE ARTS
7	12/05/2023	24007071	THIRD FUTURE SCHOOLS TEXAS	\$ 52,054	THIRD FUTURE CHARTER TITLE III REIMBURSEMENTS	CONTRACT SERVICES REIMBURSEMENT	263-11-6229-00-047-25-26324	MACKENZIE WEATHERFORD	FEDERAL & STATE PROGRAMS
8	12/06/2023	24007157	IMPERIAL BAG & PAPER LLC	\$ 50,120	1400 - PAPER TOWEL	BUYBOARD 649-21	199-51-6315-00-960-99	ROBERT PEUGH	CUSTODIAL OPERATIONS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TX

MEMORANDUM

TO: DR. SCOTT MURI, SUPERINTENDENT OF SCHOOLS

FROM: DR. MATTHEW SPIVY, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

RE: ROUTINE PERSONNEL REPORT FOR DECEMBER 2023

DATE: 12/31/2023

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
TREASURE THAGGARD	ENGLISH LANGUAGE ARTS	ODESSA HIGH SCHOOL	12/13/2023

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
NONE			

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
STEVEN BOWERY	FIFTH GRADE (REG)	GOLIAD ELEMENTARY SCHOOL	12/19/2023
ELIZABETH WAGONER	THIRD GRADE (REG)	BURLESON ELEM SCHOOL	12/19/2023
MARIBEL YANEZ	THIRD GRADE (REG)	LBJ ELEM SCHOOL	12/19/2023

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ALBERT CASTRO	PHYSICAL ED	BONHAM MIDDLE SCHOOL	12/19/2023
ALLYN DOBBINS	SOCIAL STUDIES	WILSON & YOUNG MIDDLE SCHOOL	12/9/2023
JESSE GONZALEZ	TEEN LEADERSHIP/COACH	NIMITZ MIDDLE SCHOOL	12/1/2023
MARIA GUZMAN	SOCIAL STUDIES	BONHAM MIDDLE SCHOOL	12/19/2023
LILIANA HERNANDEZ	SOCIAL STUDIES	PERMIAN HIGH SCHOOL	12/1/2023
APRIL JOHNSON	SP ED (VISUAL)	SPECIAL EDUCATION	12/19/2023
KAREN MORRIS	ESL/ENGLISH	ODESSA HIGH SCHOOL	12/19/2023
ADRIAN CHACON	PHYSICAL ED	WILSON & YOUNG MIDDLE SCHOOL	12/19/2023
SARAH DENNIS	ART	ALTERNATIVE EDUCATON CENTER	12/1/2023
ALICIA VAUGHAN	BUSINESS EDUCATION	ALTERNATIVE EDUCATON CENTER	12/19/2023
MITCHELL BUHLER	PHYSICAL ED	ODESSA HIGH SCHOOL	12/19/2023

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
TINA CARO	COUNSLR, ELEM SAS	GUIDANCE & COUNSELING	12/19/2023
RANDY LIGHTFOOT	TALENT DEVELOPMENT COACH	TALENT DEVELOPMENT	12/19/2023
CESAR MARQUEZ	COUNSLR-HIGH SCHOOL	ODESSA HIGH SCHOOL	12/8/2023
KEVIN MORRIS	INSTRUCT APP ANALYST, BUSINESS	INFORMATION SYSTEMS	12/19/2023
SCOTT RANDOLPH	DIRECTOR, ATTENDANCE	STUDENT ASSISTANCE SERVICES	12/19/2023
ALBERT VALENCIA	DIRECTOR, HR	HUMAN RESOURCES	12/19/2023

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Scott Muri, Superintendent of Schools
FROM: Dr. Anthony Sorola, Associate Superintendent
RE: Information Report for January 2024
DATE: 1/16/2024

ADDED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE
PROFESSIONAL - DIRECTOR OF COMMUNITY SUPPORT SERVICES	Director of Attendance (Name Change)	Pay Grade 6
STIPEND - INSTRUCTION - SECONDARY	Extra Duty	\$40/hour

RECLASSIFIED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE

REMOVED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE