

# Agenda of Regular Meeting

## The Board of Trustees Ector County Independent School District

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A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held August 20, 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:  
San Jacinto Elementary School Students Jase Ramos and Alexandria Lerma
4. Invocation: Pastor Ernest Florez, Casa De Mi Padre Odessa
5. Special Presentations:  
Recognition of Ryan Merritt ATAT Area II Outstanding Administrator  
Announcement of Hays STEAM Academy and Reagan Elementary in ERP Honor Roll  
Presentation of NAMM Best Communities for Music Education Award  
Announcement of Texas Art Educators Association District of Distinction Award  
TLE Seal Application Update
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
  - A. Bond 2023 Update 4
  - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 5
9. Action Items
  - A. Discussion of and Request for Approval of Purchases over \$50,000 13
  - B. Discussion of and Request for Approval of 2024-2025 Budget Amendment #1 24
  - C. Discussion of and Request for Approval of Amended Odessa Family YMCA Performance Agreement 28
  - D. Discussion of and Request for Approval of Application to Renew Optional Flexible School Day Program (OFSDP) 70
  - E. Discussion of and Request for Approval of Architect-Owner Roof Design and Engineering Services Contract between ECISD and Bluefin, LLC 104
10. Consent Agenda 126
  - A. Request for Approval of Minutes of Meetings 127

B. Request for Approval of Bills for Payment	154
C. Request for Approval of Acceptance of Donations Over \$10,000	182
D. Request for Approval of Annual Investment Report	194
E. Request for Approval of Board T-TESS and T-PESS Appraisers for 2024-2025	246
F. Request for Approval of Board T-TESS and T-PESS Appraisal Calendar 2024-2025	250
G. Request for Approval of Interlocal Agreement between Ector County ISD and Region 18 for Reading Academies	254
H. Request for Approval of Extracurricular Status of 4-H Organization Resolution and Adjunct Staff Members	260
I. Request for Approval of Interlocal Agreement between Ector County Independent School District and Texas Tech University Health Sciences Center	266
J. Request for Approval of Interlocal Agreement between Ector County Independent School District and Communities in Schools of the Permian Basin, Inc.	281
K. Request for Approval of Service Agreement between Ector County Independent School District and Right At School, LLC	288
L. Request for Approval of UIL Exemption List for the 2024-2025 School Year	289
11. Report/Discussion Items	
A. Opening of Schools Update	301
B. Update on State Accountability System	302
C. Discussion of Process to Begin Superintendent Search	303
D. Discussion Regarding Memorial Resolutions for Employees	304
12. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the retroactive hiring of Principal at Austin Elementary School, Principal at Milam Elementary School, Executive Director of Leadership, and Executive Director of Talent Development); and (The Board of Trustees will discuss the Employment Agreement with Interim Superintendent.)	
Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	
A. Request for Approval of Retroactive Personnel Recommendation to Hire Austin Elementary School Principal	305
B. Request for Approval of Retroactive Personnel Recommendation to Hire Milam Elementary School Principal	306
C. Request for Approval of Retroactive Personnel Recommendation to Hire Executive Director of Leadership	307
D. Request for Approval of Retroactive Personnel Recommendation to Hire Executive Director of Talent Development	308
E. Possible Action on Interim Superintendent's Employment Agreement	309

13. Information Items	310
A. Added and Reclassified Administrative Professional and Stipend/Supplemental Pay Plan	311
B. Financials	312
C. Purchasing Over \$50,000 Informational Report	314
D. Quarterly Donations Informational Report	322
E. Routine Personnel Report	325
14. Closing Remarks by Superintendent	
15. Adjournment	



## **BOND 2023 UPDATE**

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



## 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:** August 20, 2024

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

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

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## RFP #24-31 – Job Order Contracting Services for General Construction

- **Purpose:** Build a pool of general contractors for priority 1 and 2 bond projects.
- **Background Info:** As part of the bond package, ECISD will be utilizing general contractors to address and resolves priority 1 and 2 issues.
- **Cost:** \$30,000,000
- **Funding Source:** 693 - Bond funds
- **Recommended Supplier/Service Provider:**
  - Amstar, Inc.
  - Henthorn Commercial Construction
  - LMC Corporation
  - Lopez and Son’s, Inc.
  - Mid-Tex of Midland, Inc.
  - SDB Contracting Services
  - Tommy Klein Construction, Inc.
  - WR Construction, Inc.

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**Board Approval**

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**Date**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS  
RFP 24-31 Job Order Contracting Services for General Construction  
SCORE SHEET  
Closed: July 24, 2024 1:00PM

Consolidated

Criteria	Suppliers							
	Amstar, Inc	Henthorn Commercial Construction	LMC Corporation	Lopez and Son's, Inc	Mid-Tex of Midland, Inc	SDB Contracting Services	Tommy Klein Construction, Inc	WR Construction, Inc
Evaluator 1	88	86	81	82	83	85	91	84
Evaluator 2	93	94	89	75	93	88	89	90
Evaluator 3	90	89	80	77	80	82	92	88
Evaluator 4	90	86	81	62	80	93	95	89
Evaluator 5	90	87	79	75	87	87	88	88
Evaluator 6	81	81	84	74	89	81	88	77
Evaluator 7	93	93	92	87	92	95	93	93
<b>Total</b>	<b>625</b>	<b>616</b>	<b>586</b>	<b>532</b>	<b>604</b>	<b>611</b>	<b>636</b>	<b>609</b>
<b>Average</b>	<b>89</b>	<b>88</b>	<b>84</b>	<b>76</b>	<b>86</b>	<b>87</b>	<b>91</b>	<b>87</b>

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## RFP #24-38 – Job Order Contracting Services for Roofing

- **Purpose:** Build a pool of roofing contractors for priority 1 and 2 bond projects.
- **Background Info:** As part of the bond package, ECISD will be utilizing roofing contractors to address and resolves priority 1 and 2 roofing issues.
- **Cost:** \$25,000,000
- **Funding Source:** Bond funds
- **Recommended Supplier/Service Provider:**
  - L Wallace Construction Company
  - The Roof & Metal Company
  - United Roofing & Construction Company

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**Board Approval**

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**Date**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
**ODESSA, TEXAS**  
 RFP 24-38 Job Order Contracting Services for Roofing  
**SCORE SHEET**  
 Closed: July 24, 2024 1:00PM

Consolidated

Criteria	Suppliers		
	United Roofing & Construction Co	L Wallace Construction Co	The Roof & Metal Co
Evaluator 1	76	91	77
Evaluator 2	76	91	77
Evaluator 3	92	95	92
Evaluator 4	87	100	89
Evaluator 5	85	96	83
Evaluator 6	80	100	90
Evaluator 7	95	100	95
<b>Total</b>	<b>591</b>	<b>673</b>	<b>603</b>
<b>Average</b>	<b>84</b>	<b>96</b>	<b>86</b>

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## RFP #24-34 – Job Order Contracting Services for Electrical

- **Purpose:** Build a pool of electrical contractors for priority 1 and 2 bond projects.
- **Background Info:** As part of the bond package, ECISD will be utilizing electrical contractors to address and resolves priority 1 and 2 electrical issues.
- **Cost:** \$3,700,000
- **Funding Source:** Bond funds
- **Recommended Supplier/Service Provider:**
  - Copperhead Electric Services LLC
  - D&E Electric
  - Dennard Electric

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**Board Approval**

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**Date**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ODESSA, TEXAS  
RFP 24-34 Job Order Contracting Services for Electrical  
**SCORE SHEET**  
Closed: July 24, 2024 1:00PM

Consolidated

Criteria	Suppliers					
	Apple Electrical	Copperhead Electric Services LLC	D&E Electric	Dennard Electric	DomTech Electrical and Controls	The Bosworth Company, Ltd
Evaluator 1	NS	84	89	59	DQ	DQ
Evaluator 2	NS	90	88	55	DQ	DQ
Evaluator 3	NS	83	96	60	DQ	DQ
Evaluator 4	NS	100	93	85	DQ	DQ
Evaluator 5	NS	93	98	75	DQ	DQ
Evaluator 6	NS	98	90	60	DQ	DQ
Evaluator 7	NS	75	87	90	DQ	DQ
<b>Total</b>	<b>NS</b>	<b>623</b>	<b>641</b>	<b>484</b>	<b>DQ</b>	<b>DQ</b>
<b>Average</b>	<b>NS</b>	<b>89</b>	<b>92</b>	<b>69</b>	<b>DQ</b>	<b>DQ</b>

**ECISD**  
**Request for Bond Purchases Over \$50,000**  
**August 2024**

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/Product	Service/Product Summary	Contract Term
1	Amstar, Inc. Henthorn Commercial Construction LMC Corporation Lopez and Son's, Inc. Mid-Tex of Midland, Inc. SDB Contracting Services Tommy Klein Construction, Inc. WR Construction, Inc.	\$ 30,000,000	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	ECISD will be utilizing general contractors to address and resolve priority 1 and 2 issues.	FY 2024 / FY 2025
2	L Wallace Construction Company The Roof & Metal Company United Roofing & Construction Company	\$ 25,000,000	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-38 ADDENDUM 1	Job Order Contracting Roofing Services	ECISD will be utilizing roofing contractors to address and resolve priority 1 and 2 roofing issues.	FY 2024 / FY 2025
3	Copperhead Electric Services LLC D&E Electric Dennard Electric	\$ 3,700,000	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-34 ADDENDUM 1	Job Order Contracting Electrical Services	ECISD will be utilizing electrical contractors to address and resolve priority 1 and 2 electrical issues.	FY 2024 / FY 2025



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

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

**DATE:** August 20, 2024

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

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



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## RFP # 24-30 Supplemental District HVAC Services

- **Purpose:** The Facilities Department is seeking funding for Supplemental Heating Ventilation & Air Conditioning Services (HVAC) for the 24-25 School Year.
- **Background Info:** The ECISD Facilities Department is seeking Supplemental HVAC Services to assist with HVAC replacement installation, repairs, and various projects as needed through the district that the Facilities Department cannot meet. This was a request for a proposal to establish a pool of vendors and competitive pricing for HVAC Supplemental Services for ECISD.
- **Estimated Yearly Cost 199 Fund:** \$2,000,000
- **Funding Source:** 199 General Fund
- **Recommended Supplier/Service Provider:**  
Ector County ISD (ECISD) is awarding NONEXCLUSIVE to the following:  
**The Bosworth Company,**  
**Accurate Air Solutions LLC**
- 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.

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**Board Approval**

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**Date**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
**ODESSA, TEXAS**  
 RFP 24-30-2 Supplemental District HVAC Services 2024-2025  
**SCORE SHEET**  
 Closed: July 17, 2024 1:00PM

Consolidated

Criteria	Suppliers	
	Accurate Air Solutions LLC	The Bosworth Company, Ltd
Evaluator 1	75	90
Evaluator 2	68	90
Evaluator 3	76	90
Evaluator 4	75	90
Evaluator 5	68	90
Evaluator 6	65	100
Evaluator 7	75	90
<b>Total</b>	<b>502</b>	<b>640</b>
<b>Average</b>	<b>72</b>	<b>91</b>

## Renewal RFP #23-24 PK-5<sup>th</sup> Grade Virtual Math Platform

- Purpose:** The Ector County Independent School District (ECISD) is seeking proposals for a PK-5 Virtual Math Platform. The PK-5 Virtual Math Platform will provide classroom teachers and students with a digital program focusing on mathematical foundational skills. The Math Coaching Platform will focus on Texas State Standards and National Math Standards. This is a Renewal RFP for the 2024-2025 school year. The proposal should include the foundational skills aligned with Texas state standards, resources for small group instruction, and teacher training.
- Background Information:** Age of Learning (My Math Academy) will provide an individual pathway for each student. This program will provide daily reports on the growth of each student using the platform. The Digital Math Platform will focus on conceptually and procedurally, evidence-based strategies, and tools to empower ECISD students to be successful in math.
- Cost:** \$225,000
- Funding Source:** 199 General Funds
- Recommended Supplier/ Service Provider:** Age of Learning, Inc.

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**Board Approval**

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**Date**



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
**ODESSA, TEXAS**  
 RFP # 23-24 for PK-5th Grade Virtual Math Platform  
**SCORE SHEET**  
 Closed: April 13, 2023 1:00PM

Consolidated

Evaluators	Suppliers							
	Age of Learning	Education2020	Global Intelligence Services	Istation	IXL Learning	Legends of Learning	MIND Research Institute	MobyMax
Wills	83	55	48	75	61	67	47	47
Sellers	78	22	22	79	38	37	22	22
Varela	90	58	58	79	60	70	58	58
Swain	84	48	48	70	53	59	48	48
Seaton	90	43	43	79	61	56	42	42
Dominguez	80	46	46	79	54	60	48	47
<b>Total</b>	<b>505</b>	<b>272</b>	<b>265</b>	<b>461</b>	<b>327</b>	<b>349</b>	<b>265</b>	<b>264</b>
<b>Average</b>	<b>84</b>	<b>45</b>	<b>44</b>	<b>77</b>	<b>55</b>	<b>58</b>	<b>44</b>	<b>44</b>



**Dr. Jieun Pando**

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



**RFP#Bid 24-19-2SN Addendum 1– K12 CAFETERIA POS-COMPUTER HARDWARE**

- **Purpose:** To acquire updated POS computer hardware for all campuses. The POS computer hardware is required for accurate meal counting and claim procedures.
- **Background Info:** The School Nutrition Department utilizes POS computer hardware at each meal service. Having the updated POS computer hardware will ensure the most efficient meal service experience for students and staff and the accurate reporting of meals served.
- **Cost:** \$130,387.10 Estimated
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
  - Virtucom
  - Hypertec USA Inc
  - Malor & Company Inc.

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Board Approval

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Date



1 Multifunction Printer								
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
HPI International, Inc.	5	EA		\$0.00	\$0.00		Brother	DCP-L5650DN
[ALT1] Southern Computer Whse (SCW)	5	EA		\$399.00	\$1,995.00	HP Inc. - HP LaserJet Pro MFP 4101fdn Multifunction printer - B/W - laser - Legal (8.5 in x 14 in) (original) - A4/Legal (media) - up to 42 ppm (copying) - up to 42 ppm (printing) - USB 2.0, Gigabit LAN	HP	22618F#BGJ
454344580	5	EA		\$409.00	\$2,045.00		Brother	DCP-L5650DN
Hypertec USA Inc, (Hypertec Direct)	5	EA		\$418.25	\$2,091.25		Brother	DCP-L5650DN
CDWG	5	EA		\$420.00	\$2,100.00		Brother	DCP-L5650DN
Frontier Technology, LLC	5	EA		\$433.34	\$2,166.70		Brother	DCP-L5650DN
B & H Foto & Electronics Corp.	5	EA		\$439.99	\$2,199.95		Brother	DCP-L5650DN
Kijero LLC	5	EA		\$453.00	\$2,265.00		Brother	DCP-L5650DN
HOWARD TECH SOLUTIONS (HOWARD INDUSTRIES INC)	5	EA		\$462.00	\$2,310.00		Brother	DCP-L5650DN
TekVisions Inc	5	EA		No Bid			Brother	DCP-L5650DN
Virtucom	5	EA		No Bid			Brother	DCP-L5650DN

1 Multifunction Printer								
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Total	Additional Information
HPI International, Inc.							0	
[ALT1] Southern Computer Whse (SCW)							0	NOT THE PREFERRED PRODUCT
454344580	60	3	10	3	5	10	91	
Hypertec USA Inc, (Hypertec Direct)	55	3	10	3	5	10	86	
CDWG	50	3	10	3	5	10	81	
Frontier Technology, LLC	45	3	10	3	5	10	76	
B & H Foto & Electronics Corp.	40	3	10	3	5	10	71	
Kijero LLC	35	3	10	3	5	10	66	
HOWARD TECH SOLUTIONS (HOWARD INDUSTRIES INC)	30	10	10	5	5	10	70	

2 New High Yield Black Toner Cartridge								
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
HPI International, Inc.	100	Cases		\$0.00	\$0.00		Brothers	TN-850
[ALT1] Kijero LLC	50	Cases		\$184.50	\$9,225.00	Brother Genuine TN850 2-Pack High Yield Black Toner Cartridge with approximately 8,000 page yield/cartridge	Brother	TN850
Hypertec USA Inc, (Hypertec Direct)	100	Cases		\$102.68	\$10,268.00		Brothers	TN-850
CDWG	100	Cases		\$105.00	\$10,500.00		Brothers	TN-850
Frontier Technology, LLC	100	Cases		\$105.66	\$10,566.00		Brothers	TN-850
B & H Foto & Electronics Corp.	100	Cases		\$106.87	\$10,687.00		Brothers	TN-850
454344580	100	Cases		\$109.00	\$10,900.00		Brothers	TN-850
HOWARD TECH SOLUTIONS (HOWARD INDUSTRIES INC)	100	Cases		\$111.00	\$11,100.00		Brothers	TN-850
[ALT1] Southern Computer Whse (SCW)	100	Cases		\$142.00	\$14,200.00	HP Inc. - HP 148X High Yield - black - original - LaserJet - toner cartridge (W1480X) - for LaserJet Pro 4001, MFP 4101	HP	W1480X
TekVisions Inc	100	Cases		No Bid			Brothers	TN-850
Virtucom	100	Cases		No Bid			Brothers	TN-850

2 New High Yield Black Toner Cartridge								
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Total	Additional Information
HPI International, Inc.							0	
[ALT1] Kijero LLC							0	NOT THE PREFERRED PRODUCT
Hypertec USA Inc, (Hypertec Direct)	60	3	10	3	5	10	91	
CDWG	55	3	10	3	5	10	86	
Frontier Technology, LLC	50	3	10	3	5	10	81	
B & H Foto & Electronics Corp.	45	3	10	3	5	10	76	
454344580	40	3	10	3	5	10	71	
HOWARD TECH SOLUTIONS (HOWARD INDUSTRIES INC)	35	10	10	5	5	10	75	
[ALT1] Southern Computer Whse (SCW)							0	NOT THE PREFERRED PRODUCT



**Computer Tablet**

**Specifications:**

Quad-core (4 Core) core processor  
 15 Hours battery provides ample time to do your routine tasks without charging.  
 16 GB RAM minimum requirements  
 256 GB SSD minimum requirements  
 12.3" screen size with PixelSense resolution  
 Core i7 processor for performing computational tasks effectively.  
 16 GB memory for smooth multitasking without crashing or slowing down.  
 K12 Warranty  
 W10P minimum requirements  
 Need to include C Ethernet Adapters

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT2] Virtucom	67	EA		\$14.30	\$958.10	Rocstar USB-C to Gigabit Ethernet Adaptor	Rocstar	Y10A240-A1
[ALT1] Hypertec USA Inc, (Hypertec Direct)	67	EA		\$82.25	\$5,510.75	Microsoft Extended Hardware Service Plan	Microsoft	A9W-00001
[ALT3] Virtucom	67	EA		\$88.00	\$5,896.00	Microsoft Extended Hardware Support Surface Laptop 3yr	Microsoft	A9W-00072
[ALT5] Virtucom	67	EA		\$88.00	\$5,896.00	Microsoft Extended Hardware Service Surface Pro10 US 3Yr	Microsoft	A9W-00264
[ALT2] Hypertec USA Inc, (Hypertec Direct)	67	EA		\$107.45	\$7,199.15	Microsoft Extended Hardware Service Plan Plus	Microsoft	NRI-00021
[ALT3] Hypertec USA Inc, (Hypertec Direct)	67	EA		\$207.21	\$13,883.07	Microsoft Complete Accident Protection	Microsoft	A9W-00005
[ALT6] Virtucom	67	EA		\$219.00	\$14,673.00	Microsoft Extended Support w/ADP Surface Pro 10 3Yr	Microsoft	F9W-00287
[ALT4] Virtucom	67	EA		\$219.00	\$14,673.00	Microsoft Extended Support (w/ADP) Surface Laptop 3YR	Microsoft	F9W-00094
[ALT4] Hypertec USA Inc, (Hypertec Direct)	67	EA		\$249.06	\$16,687.02	Microsoft Complete for Business Plus	Microsoft	F9W-00158
[ALT1] TekVisions Inc	67	EA		\$795.00	\$53,265.00	13" Tablet, i7 Processor, 8gb Ram, 256gb, USB 3.0, 4 port usb hub, Stand, Win 10P, usb 3.0 to NIC (Ethernet RJ45) keyboard, mouse, Wifi, 8 hour battery, 2 year warranty, setup & remove equipment	TekVisions, Inc.	CMP-TEKTAB1317
[ALT1] Kijero LLC	67	EA		\$913.45	\$61,201.15	Samsung Galaxy Tab S9+ Tablet - 12.4" - Qualcomm SM8550-AB Snapdragon 8 Gen 2 Octa-core - 12 GB - 256 GB Storage - Graphite - Cortex X3 Single-core (1 Core) 3.36 GHz + Cortex A715 Dual-core (2 Core) 2.80 GHz + Cortex A710 Dual-core (2 Core) 2.80 GHz - Up to 1 TB Memory Card Supported Capacity - microSDXC, microSD Supported - 1752 x 2800 - 12 Megapixel Front Camera	Samsung	SM-X810NZAAXAR
Hypertec USA Inc, (Hypertec Direct)	67	EA		\$1,052.35	\$70,507.45	Please see attached Quote/ Specifications for warranty options for the K12 Warranty request	Microsoft Corpora	JN8825
Frontier Technology, LLC	67	EA		\$1,114.64	\$74,680.88	Called John and he verified over the phone the Microsoft Surface 7 16g	Microsoft Corpora	JN8825
HPI International, Inc.	67	EA		\$1,271.89	\$85,216.63	Price includes Microsoft Surface QIM-00001+C Ethernet Adapter + K12 3 yr Surface Mfr. Extended Warranty - A9W-00001 Surface Pro 10 devices have gone end of life as W10 will no longer be supported by Microsoft as of October 2024, hence we are proposing a W11 device	Microsoft Corpora	JN8825
454344580	67	EA		\$1,299.21	\$87,047.07		Microsoft Corpora	JN8825
Virtucom	67	EA		\$1,441.00	\$96,547.00		Microsoft Corpora	JN8825
HOWARD TECH SOLUTIONS (HOWARD INDUSTRIES INC)	67	EA		\$1,519.00	\$101,773.00		Microsoft Corpora	JN8825
[ALT1] Virtucom	67	EA		\$1,620.00	\$108,540.00	Microsoft Surface Laptop 5 (DataSheet included)	Microsoft	RBA-00001
CDWG	67	EA		\$1,815.00	\$121,605.00	Parts quoted for \$1815 Package cost: ZDV-00001, EP2-00395, F9W-00287, 324012114343, and USB-C to Ethernet Adapters	Microsoft Corpora	JN8825
[ALT1] Southern Computer Whse (SCW)	67	EA		\$1,989.00	\$133,263.00	HP Inc. - Engage Go 13.5" Tablet i5-1140, 16 GB RAM, 256 GB SSD, Win 11 Pro 6L150AVHP IDS UMA i5-1140G7 16GB EngGo 13.5 Tablet 46216AV Electronic Energy Star labeling (EStar) 6L183AVOST Win 11 Pro 6445S11AVOS Localization 6Q4P3AV 256GB PCIe NVMe Value SSD 6L166AVBLK PLA nPR nMoby bump convertible ID6L198AV Intel AX201 Wi-Fi 6 +BTS 2 vPro WLAN 2Ant6L146AV65 Watt nPFC USB-C AC Adapter 6Q4P5AV3/3/3 Warranty 6F790AVCS 1.8m stkr CNVTL Power Cord 6L154AV Engage Go No Barcode Scanner 4PY61AVDIB Engage GO Cnv Dck StCol 5B56Q4P4AV Country Localization 6L180AV13.5 BV WUXGA+ UWVA LED nWWAN BLK bnt LC6Q4P1AVNo WWAN 6L1DDAVNo Fingerprint Reader 6L147AVC8 Long Life 42Whr FatCrg 3 cell Batt3MH50AVAMT Disabled 4A2JOAV Customer Support 4Z225AVDIB Engage One I/O ADV ATT BLK6Q4V1AVNo Ingenico Moby payment 18N23AVCore i5 sz G11 Label 46217AV Electronic TCO Certified labeling	HP	6L150AV-CTO
TekVisions Inc	67	EA		No Bid			Microsoft Corpora	JN8825
B & H Foto & Electronics Corp.	67	EA		No Bid			Microsoft Corpora	JN8825



3 Supplier	Computer Tablet					Criteria 6	Total	Additional Information
	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5			
[ALT2] Virtucom							0	Rocstar USB-C to Gigabit Ethernet Adaptor
[ALT1] Hypertec USA Inc, (Hypertec Direct)							0	OLDER VERSION-4 GENERATIONS BEHIND
[ALT3] Virtucom							0	NOT THE PREFERRED PRODUCT
[ALT5] Virtucom							0	Microsoft Extended Hardware Service Surface Pro10 US 3Yr
[ALT2] Hypertec USA Inc, (Hypertec Direct)							0	OLDER VERSION-4 GENERATIONS BEHIND
[ALT3] Hypertec USA Inc, (Hypertec Direct)							0	OLDER VERSION-4 GENERATIONS BEHIND
[ALT6] Virtucom							0	Microsoft Extended Support w/ADP Surface Pro 10 3Yr
[ALT4] Virtucom							0	NOT THE PREFERRED PRODUCT
[ALT4] Hypertec USA Inc, (Hypertec Direct)							0	OLDER VERSION-4 GENERATIONS BEHIND
[ALT1] TekVisions Inc							0	DID NOT MEET MINIMUM REQUIREMENTS-SLOWER MEMORY WILL SLOW DOWN THE PROGRAM
[ALT1] Kijero LLC							0	DISQUALIFIED DUE TO NO WARRANTY PROVIDED
Hypertec USA Inc, (Hypertec Direct)							0	OLDER VERSION-4 GENERATIONS BEHIND
Frontier Technology, LLC							0	OLD GENERATION MODEL- 7TH GENERATION
HPI International, Inc.							0	OLD GENERATION MODEL- 9TH GENERATION
454344580							0	OLD GENERATION MODEL- 7TH GENERATION
Virtucom	60	3	10	3	5	10	91	
HOWARD TECH SOLUTIONS (HOWARD INDUSTRIES INC)							0	OLD GENERATION MODEL- 9TH GENERATION
[ALT1] Virtucom							0	NOT PREFERABLE PRODUCT
CDWIG	55	10	5	3	5	10	88	CASE IS WRONG-NO WARRANTY-COST TOO HIGH
[ALT1] Southern Computer Whse (SCW)							0	NO WARRANTY-NOT PREFERRED PRODUCT





**Renewal RFP# 21-07- Post-Secondary Readiness**

- **Purpose:** The Ector County Independent School District (ECISD) is inviting proposals for a comprehensive platform designed to connect students with career experts and college advisors. This platform will support K-12 students and extend through their postsecondary journeys, including high school internships that provide practical experience and insights into their future aspirations. Our goal is to offer guidance on college, career, and military pathways, foster networking opportunities, and provide essential support.

The platform will emphasize the importance of rigorous academic preparation and build student agency. We seek to track student progress from K-12 through high school graduation, gather data on student achievements beyond high school, and support students' social and emotional growth.

The RFP will be for the 2024-2025 school year.

- **Background Info:** ECISD will partner with Star Tech Group: ACCESS to allow students to experience opportunity knowledge of career, college, and military, support academic preparedness, promote and build student agency K-12 and post-secondary.
- **Premium Renewal Cost:** \$120,000.00
- **Funding Source:** 199 Local Funds
- **Recommended Supplier/Service Provider:** Star Tech Group: ACCESS

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<b>Board Approval</b>	<b>Date</b>
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ECISD

Request for Purchases Over \$50,000

August 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/Product	Service/Product Summary	Contract Term
1	The Bosworth Company Accurate Air Solutions LLC	\$ 2,000,000	General Funds 199	Exalander Magallan District Operations	ECISD Awarded 24-30-2	Supplemental District HVAC Services	The ECISD Facilities Department is seeking Supplemental HVAC Services to assist with HVAC replacement installation, repairs, and various projects as needed through the district that the Facilities Department cannot meet.	FY 2024/2025
2	Age of Learning, Inc.	\$ 225,000	General Funds 199	Lisa Wills Curriculum & Instruction	ECISD Awarded Renewal 23-24	My Math Academy	This digital platform support special education children and PreK-2 math students.	FY 2024/2025
3	Virtucom Hypertec USA Inc Malor & Company Inc.	\$ 130,387	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded 24-19SN Addendum 1	K12 CAFETERIA POS- COMPUTER HARDWARE	The School Nutrition Department utilizes POS computer hardware at each meal service. Having the updated POS computer hardware will ensure the most efficient meal service experience for students and staff and the accurate reporting of meals served.	FY 2024/2025
4	Star Tech Group	\$ 120,000	General Funds 199	Robert Trejo Accountability and School Improvement	ECISD Awarded Renewal 21-07	Star Tech Group: ACCESS	A comprehensive platform designed to connect students with career experts and college advisors. This platform supports K-12 students and extends through their postsecondary journeys, including high school internships that provide practical experience and insights into their future aspirations. Our goal is to offer guidance on college, career, and military pathways, foster networking opportunities, and provide essential support.	23 FY 2024/2025



## 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 2024-2025 BUDGET AMENDMENT # 1**

**DATE:** August 20, 2024

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Attached is a summary of the recommended Budget Amendment # 1 for the 2024-2025 budget.

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

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Administrative Recommendation:

Approval of 2024-2025 Budget Amendment # 1.



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
AMENDED BUDGET - FUNCTION AND OBJECT  
GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS  
FOR THE PERIOD JULY 1, 2024 THRU JUNE 30, 2025  
FISCAL YEAR 2024-2025**

	GENERAL FUND			SCHOOL NUTRITION FUND			DEBT SERVICE FUND		
	ORIGINAL BUDGET 7/1/2024	Additions (Deductions) #1	AMENDED BUDGET 08/31/2024	ORIGINAL BUDGET 7/1/2024	Additions (Deductions) #1	AMENDED BUDGET 8/31/2024	ORIGINAL BUDGET 7/1/2024	Additions (Deductions) #1	AMENDED BUDGET 8/31/2024
<b>REVENUES</b>									
5700 Local and Intermediate	\$ 147,226,062	\$ -	\$ 147,226,062	\$ 702,700	\$ -	\$ 702,700	\$ 46,249,195	\$ -	\$ 46,249,195
5800 State	186,521,938	-	186,521,938	434,000	-	434,000	-	-	-
5900 Federal	3,500,000	-	3,500,000	19,140,615	-	19,140,615	-	-	-
Total - All Revenues	<u>337,248,000</u>	<u>-</u>	<u>337,248,000</u>	<u>20,277,315</u>	<u>-</u>	<u>20,277,315</u>	<u>46,249,195</u>	<u>-</u>	<u>46,249,195</u>
<b>APPROPRIATIONS by FUNCTION</b>									
11 Instruction	200,591,101	-	200,591,101	-	-	-	-	-	-
12 Instructional Resources and Media Services	2,080,846	438,578	2,519,424	-	-	-	-	-	-
13 Curriculum and Staff Development	9,812,543	-	9,812,543	-	-	-	-	-	-
21 Instructional Leadership	5,236,712	-	5,236,712	-	-	-	-	-	-
23 School Leadership	19,788,203	-	19,788,203	-	-	-	-	-	-
31 Guidance, Counseling and Evaluation Services	16,622,717	-	16,622,717	-	-	-	-	-	-
32 Social Work Services	1,898,930	-	1,898,930	-	-	-	-	-	-
33 Health Services	3,206,566	-	3,206,566	-	-	-	-	-	-
34 Student Transportation	10,848,013	892,530	11,740,543	-	-	-	-	-	-
35 Food Services	-	-	-	20,327,315	1,460,610	21,787,925	-	-	-
36 Co/Extra Curricular Activities	8,062,579	86,617	8,149,196	-	-	-	-	-	-
41 General Administration	8,517,284	-	8,517,284	-	-	-	-	-	-
51 Plant Maintenance and Operations	36,845,955	715,814	37,561,769	-	-	-	-	-	-
52 Security and Monitoring Services	8,225,177	176,135	8,401,312	-	-	-	-	-	-
53 Data Processing Services	9,325,521	423,986	9,749,507	-	-	-	-	-	-
61 Community Services	1,511,998	-	1,511,998	-	-	-	-	-	-
71 Debt Services	1,388,000	-	1,388,000	-	-	-	16,849,195	-	16,849,195
81 Facilities Acquisition and Construction	3,000,000	1,759,526	4,759,526	-	-	-	-	-	-
99 Intergovernmental Charges	2,260,855	-	2,260,855	-	-	-	-	-	-
Total - All Appropriations	<u>349,223,000</u>	<u>4,493,186</u>	<u>353,716,186</u>	<u>20,327,315</u>	<u>1,460,610</u>	<u>21,787,925</u>	<u>16,849,195</u>	<u>-</u>	<u>16,849,195</u>
<b>OTHER FINANCING SOURCES/(USES)</b>									
7000 Other Financing Sources	500,000	-	500,000	50,000	-	50,000	-	-	-
8000 Other Financing (Uses)	(525,000)	-	(525,000)	-	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(25,000)</u>	<u>-</u>	<u>(25,000)</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	<u>(12,000,000)</u>	<u>(4,493,186)</u>	<u>(16,493,186)</u>	<u>-</u>	<u>(1,460,610)</u>	<u>(1,460,610)</u>	<u>29,400,000</u>	<u>-</u>	<u>29,400,000</u>
Fund Balance Beginning July 1	<u>100,504,112</u>		<u>100,504,112</u>	<u>7,166,340</u>		<u>7,166,340</u>	<u>16,820,602</u>		<u>16,820,602</u>
3000 Fund Balance Ending June 30 (Estimated)	\$ <u>88,504,112</u>	\$ <u>(4,493,186)</u>	\$ <u>84,010,926</u>	\$ <u>7,166,340</u>	\$ <u>(1,460,610)</u>	\$ <u>5,705,730</u>	\$ <u>46,220,602</u>	\$ <u>-</u>	\$ <u>46,220,602</u>
<b>APPROPRIATIONS by OBJECT</b>									
6100 Payroll Costs	\$ 271,822,140	\$ 255,993	\$ 272,078,133	\$ 8,732,859	\$ -	\$ 8,732,859	\$ -	\$ -	\$ -
6200 Purchased/Contracted Services	34,947,842	415,468	35,363,310	166,000	45,805	211,805	-	-	-
6300 Supplies and Materials	22,794,566	608,173	23,402,739	11,256,956	11,790	11,268,746	-	-	-
6400 Other Operating Expenses	12,180,452	143,271	12,323,723	101,500	(20,000)	81,500	-	-	-
6500 Debt Service	1,388,000	12,000	2,500,000	-	-	-	16,849,195	-	16,849,195
6600 Capital Outlay	6,090,000	3,058,281	9,148,281	70,000	1,423,015	1,493,015	-	-	-
Total - All Appropriations	<u>\$ 349,223,000</u>	<u>\$ 4,493,186</u>	<u>\$ 353,716,186</u>	<u>\$ 20,327,315</u>	<u>\$ 1,460,610</u>	<u>\$ 21,787,925</u>	<u>\$ 16,849,195</u>	<u>\$ -</u>	<u>\$ 16,849,195</u>

Ector County ISD  
 Finance Department  
 Budget Amendment  
 Requests to be Appropriated  
 2024/2025

# 1  
 FISCAL YEAR 2024-2025



Description	Requestor	Amount
<b>GENERAL FUND</b>		
<b>The following will result in a decrease to fund balance.</b>		
<b>Rollover Funds:</b>		
HVAC equipment and controls		\$ 1,759,526
Buses		892,530
Building contracted maintenance - flooring/painting/paving/repairs		715,814
Ector library furnitures and books		438,578
Technology projects		423,986
Equipment and vehicle outfitting for new police officers		176,135
Mariachi uniforms		69,980
John Deere gator for Athletics		16,637
		<b>\$ 4,493,186</b>
 <b>The following will result in no change to fund balance.</b>		
None		\$ -
		<b>\$ -</b>
 <b>The following will result in an increase to fund balance.</b>		
None		\$ -
		<b>\$ -</b>
<b>Net effect to fund balance</b>		<b>\$ (4,493,186)</b>

**SCHOOL NUTRITION FUNDS**

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

**Rollover funds:**

Serving lines - Crocket, Nimitz, Wilson & Young	\$	1,207,970
Freezer conversion project	\$	220,850
Desks for kitchen managers	\$	31,790
	<b>\$</b>	<b>1,460,610</b>

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

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

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

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

**Net effect to fund balance** **\$ (1,460,610)**

**DEBT SERVICE FUND**

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

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

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

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

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

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

**Net effect to fund balance** **\$ -**



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Alicia Syverson, Associate Superintendent of Student & School Support

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

**DATE:** August 20, 2024

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The Odessa Family YMCA has served as an Innovation Partner through SB1882 serving PK3 year old students in ECISD since July 1, 2021. The term of the original partnership was 3 years and ended June 30, 2024. ECISD and Odessa Family YMCA have finalized contract revisions allowing the partnership between Odessa Family YMCA and ECISD to continue for another 5 years. Approval of the Odessa Family YMCA Performance Agreement is requested.

\*\*\*\*\*

Administrative Recommendation:

Approval of the Odessa Family YMCA Performance Agreement.

**AMENDED PERFORMANCE AGREEMENT  
BETWEEN ECTOR COUNTY ISD AND ODESSA  
FAMILY YMCA**

This Amended Performance Agreement ("Amended Agreement" or "Agreement") is made and entered into on August 20, 2024 and effective as of July 1, 2024 (the "Renewal Date") by and between ECTOR COUNTY ISD (the "District"), a public independent school district and political subdivision of the State of Texas, and Odessa Family YMCA ("Operating Partner" or "OP") (together, the "Parties") to continue operating the Odessa YMCA Learning Center (the "School"), located at 1111 Pagewood Ave., Odessa, TX 79761.

ARTICLE I.

RECITALS

- 1.01 Independent School District. The District is an independent school district created within the laws of Texas.
- 1.02 Authority to Contract. The Board of Trustees of the District is empowered by Texas Education Code, Sections 11.157 and 11.174, to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 Non-Profit Organization. The Operating Partner is an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)), awarded a charter granted under TEC Subchapter C, Chapter 12 and is eligible under TEC 12.101(a).
- 1.04 Charter Granted and Term of Charter. Effective as of July 1, 2021, and as provided by District Board Policy and TEC 12.0522, the District has contracted to partner with OP, and the District has granted OP a campus charter under TEC Chapter 12, Subchapter C, for the operation of the School under the terms and conditions herein provided. The campus charter hereby granted became effective on July 1, 2021.
- 1.05 The Parties initially entered into a performance agreement on March 23, 2021 with a Commencement Date of July 1, 2021 (the "Initial Agreement"). The Initial Agreement included an option to renew automatically for up to another five-year term if all of the specified academic and financial performance goals set forth in Addendum 3 or successor documents are met. On December 12, 2023, the District's Board of Trustees voted to renew the SB1882 partnership between the District and OP. The Parties now desire to update and amend certain provisions of the Initial Agreement and to formalize the renewal term.

- 1.06 Consultation. The District has consulted with campus personnel employed by the District and OP has consulted with campus personnel employed by the OP regarding provisions to be included in this Agreement. The District and OP recognize that all rights and protections afforded by current employment contracts or agreements may not be affected by this Agreement.
- 1.07 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

## ARTICLE II.

### PURPOSE OF AGREEMENT

- 2.01 Contract for Services. This Agreement constitutes a contract for services.
- 2.02 Premise of Agreement. This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The primary purpose of this Agreement is to provide an innovative approach to expand Pre-Kindergarten ("Pre-K" or "PK") opportunities by authorizing OP to operate the School as an autonomous campus subject to transparent accountability requirements. The provisions of this Agreement shall be construed and applied to achieve this purpose.
- 2.04 Continuation of Agreement for the Benefit of Students. The Parties intend that this Amended Agreement shall continue in effect for the entirety of the renewal five-year term. This Agreement may renew automatically for up to another five-year term if all of the specified academic and financial performance goals set forth in Addendum 3 or successor documents are met. Both the initial term and any subsequent renewal term are subject to the conditions of Article XVII. The District may not extend this Agreement if the school fails to achieve the student outcome goals specified in Addendum 3, attached, without a public hearing at least 30 days prior to any district action to extend or renew the contract.

## ARTICLE III.

### DEFINED TERMS

- 3.01 School. School has the meaning assigned in the Texas Administrative Code §97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations,

scheduling, transportation and other services, and the other responsibilities associated with school operation.

3.02 Facilities. Facilities are defined as a building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building and related improvements are located as more fully defined in Article XI. The physical location of the Facility is 1111 Pagewood Ave., Odessa, TX 79761

3.03. Material Breach. A "material breach" of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by OP to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, state agency rule, or meet the student outcome goals required by this Agreement.

## ARTICLE IV.

### RELATIONSHIP OF The PARTIES

4.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP will operate as an independent contractor to the District and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

4.02 No Agency. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement, unless the Party on which such duty is to be inferred has specifically authorized such action at a meeting of that Party's governing board held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed in writing by that Party.

4.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between The District and OP.

4.04 Assurance of Independence. The OP governing body shall remain independent of the independent school district. This governing body is not and shall not be comprised of any

members of the independent school district's board of trustees or staff.

## ARTICLE V.

### APPLICABLE LAWS

- 5.01. Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within The District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. The Parties further agree that, except as provided in this Agreement required by Applicable Law, no provision of Texas law otherwise applicable to a governing body or school, or rule or guideline, shall apply to the School or its operation.
- 5.02. Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with all laws and regulations that do apply to the School or its operation (collectively, "Applicable Law"), as may be amended from time to time. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code and Texas Government Code; the Texas Local Government Code and Texas Government Code, to the extent it applies to school districts; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

## ARTICLE VI.

### GOVERNING POLICIES

- 6.01. Limitation on Authority. An educational or administrative service necessary for operation of the School not specifically reserved for provision by The District under this agreement shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service.

- 6.02. Policy Election. OP elects to operate in accordance with The District Charter Policies specified in Addendum A1, attached to this agreement.
- 6.03. Adoption and Publication of School Policies. The governing board of OP will adopt policies addressing matters specified in Addendum A2, attached to this agreement at a public meeting held in conformance with requirements of the Texas Open Meetings Law, Chapter 551, Texas Government Code. OP will provide proposed policies or proposed amendments to policies currently in effect in draft form to The District for review and comment no later than 30 days prior to the meeting at which the policies are to be considered for adoption or amendment. OP will publish adopted policies and The District Board Policies applicable by law or by election under this agreement on the School's Internet website.
- 6.04. Future Waivers and Exemptions. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, adoption or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol or other requirement is granted to another school in the District that serves students in the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless The District notifies the School otherwise in writing within 60days of the waiver's application to the other school,

## ARTICLE VII.

### PERFORMANCE REQUIREMENTS

- 7.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum 3, or as amended, are achieved. OP agrees to take reasonable measures to provide student performance data necessary for the District to evaluate the School based on metrics that may include, but not be limited to, student proficiency and academic growth, provided that such evaluations shall have no bearing on OP's rights under this agreement.
- 7.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum 3 will be determined using the methods, indicators, and timelines specified in that Addendum.

- 7.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the operating party does or does not meet the annual academic or financial performance expectations and goals described in Addendum 3.
- 7.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum 3 and is obliged to oversee management of the School and intervene as required to ensure that performance goals are achieved.

## ARTICLE VIII.

### SCHOOL OPERATIONS

801. Operational Autonomy. OP shall have full and sole autonomy with respect to School operations. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.
802. Governing Structure. Subject to the terms of this Agreement, the governing board of OP will serve as the governing board of the School, will oversee management of the School, and has sole authority to hire and manage the School leader and to set the terms and conditions of the School leader's employment.
803. Governing Board OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum 4. If there is any change to the Directors during the Term of this Agreement, OP shall provide notice to The District of the change within 30 days.
804. Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School.
805. Grade Levels. The School will serve students in grade level Pre-K-3 year olds.
806. Attendance Area. The School's attendance area ("Attendance Area") shall be defined as the area designated in Addendum 5 to this agreement subject to TEC §12.065.
807. Enrollment Policies. Any student who resides in the Attendance Zone of the School, as defined in Addendum 5, may not be refused enrollment. If there are additional spots remaining, then they shall be filled by the students who reside in the District and then filled by students who reside outside the school district. The Parties will collaborate and agree on a process for enrollment of students into the School. In addition to the agreed-upon admission policies, the following applies:

8.07.01 *Discrimination.* OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement. OP is further prohibited from requiring that students take a placement exam or other exam as a condition of admission.

8.07.02 *Eligibility.* To be eligible for free tuition in the Pre-K 3 program described in this Agreement, a child must reside in Ector County, be 3 years of age on or before September 1st of the school year the child wishes to enroll in the School, and meet at least one of the following eligibility criteria: is unable to speak and comprehend the English language; is educationally disadvantaged (which means a student who is eligible to participate in the national free or reduced-price lunch program; is homeless; is the child of an active duty member of the armed forces of the United States; is the child of a member of the armed forces who was injured or killed while on active duty; is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Section 262.201, Texas Family Code; or is the child of a person eligible for the Star of Texas Award as a peace officer under Section 3106.002, Texas Government Code, a firefighter under Section 3106.003, Texas Government Code, or an emergency medical first responder under Section 3106.004, Texas Government Code. ECISD and OP will give priority to students who meet the eligibility qualifications for a Pre-K-3 program. Ineligible students will be placed on a waitlist as their application is received. ECISD and OP will review space availability and will offer a tuition-based Pre-K-3 program to ineligible students. While subject to change, the school year 2024-25 tuition rate for ineligible students is as follows: half day = \$10/day; \$200/month; \$1,800/year (Sept - May).

8.07.03 *District Enrollment.* All students attending the School shall be enrolled in the District.

8.08 Discipline and Expulsion Policies. OP elects to adopt the ECISD Student Code of Conduct currently in effect, as well as all related discipline and expulsion Board policies, exhibits, and ECISD administrative regulations. OP agrees to abide by all applicable laws concerning due process and the discipline of students with disabilities applicable to a Subchapter C charter school. A student enrolled at the School may appeal a disciplinary decision only to the OP school leader, OP Board of Directors, or any other designated OP employee. (waiting for OP to decide about FO and other policies)

- 8.09 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP agrees to provide this information to The District no later than 45 days before start of school and to confer with The District prior to altering.
- 8.10 District Meetings, Initiatives, and Training. School staff will not be required to participate in The District's training events or other meetings unless directed by OP. OP agrees that all School staff will comply with training requirements under Applicable Law. OP will have sole authority to determine professional development activities or programs for School staff.
- 8.11 Contractor Criminal History Background Checks. OP will require criminal history background checks on all vendor and contractor personnel who enter the School or any District campus or building.
- 8.12 Technology Infrastructure: Network Services. The District shall be responsible for providing, repairing, and maintaining network infrastructure and services at the School to the extent reasonably necessary to permit OP to establish its own internet and phone service at the School of a standard reasonably comparable to other District schools. OP shall provide The District with a list of equipment purchased and collaborate for consistency between the standard equipment and needs of the School. OP shall maintain a student technology device (1:1) program in the same manner employed by other District PK campuses. District technology services will procure, inventory, image, distribute, repair, and collect 1:1 devices, and work related thereto will be charged to the OP as a District-provided service. The District shall provide OP faculty and staff with the opportunity to participate in the District's instructional staff laptop computer distribution program in the same manner as District employees.
- 8.13 Media Requests. The Parties agree to collaborate regarding any media requests or press releases related to the School, prior to responding to any media request or making a press release, and further agree that any statement made will have prior approval by each Party. This requirement does not apply to general communications regarding OP or The District that may include references to the School.
- 8.14 Communications with Parents. The Parties agree to jointly approve a protocol for both general and urgent communications with parents within 60 days of the execution of this Agreement.

## ARTICLE IX.

### STAFFING

**9.01 Employment Status.** Faculty and staff of the School, including, but not limited to, the School Leader, other administrators, teachers, and teaching assistants, are employees of OP and not of The District. The Parties acknowledge and understand that employees of OP are not subject to The District personnel policies and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, other terms of employment with respect to School staff. OP will employ all necessary teachers and staff for the School. All teachers shall be Texas School Ready (TSR) teachers and shall be employed at a 1:11 ratio. In order to serve all enrolled bilingual students, the OP shall employ the appropriate number of TSR teachers to provide the services at a 1:11 ratio. Additionally, OP will employ all campus administrators, known as Director(s) of Early Childhood Education. After consultation with OP, the District may provide certain other District employees, including additional teachers, to regularly work at the School. The assignment of any such employees shall be subject to the approval of OP, and will be charged to the campus, thereby reducing the revenue that flows to the campus. The District will grant any requests from the OP to rescind the assignment of any district employee or district contractor from the campus within 20 business days of receiving the request from the OP. OP shall work in good faith to supply the District with documentation of OP's reasons for the rescission and shall cooperate in any employment actions that may be taken by the District in connection with the employee.

**9.02 Criminal History Background Checks.** OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check.

**9.03 Certified Personnel.** The School's personnel shall at a minimum have the qualifications required by Applicable Law for the assigned role except to the extent a requirement has been lawfully waived or the individual is subject a lawful exemption. The District's personnel assigned to the School shall be certified for the position for which they are assigned unless OP selects a District employee who is not certified for an assignment and The District agrees to the assignment. OP may directly employ an uncertified person for an assignment.

**9.04 Employment Records.** OP is responsible for maintaining the employment records for all School Personnel and all employment records of OP employees are the property of OP except that OP agrees to make records of affected staff members available to The District should The District become employer of those staff members.

**9.05 Employee Complaints and Grievances.** The Parties agree that employee complaints and grievances will be governed by the applicable policy of his or her employer. Complaints and grievances from the OP will be heard by the OP. Complaints and grievances from District

employees at the School will be heard initially by OP in accordance with its published policies. If the District employee is not satisfied with the resolution proposed by OP, the employee may present the complaint or grievance to the District in accordance with processes defined by the District. Complaints and grievances from OP employees at the School will be heard by the OP in accordance with its published policies and resolved by the OP according to OP published policies. The Parties shall work together to ensure complaints and grievances of District employees are adequately addressed.

9.06 Non-Solicitation. OP agrees it will not solicit or hire any of The District employees without first conducting a reference check with the employee's current supervisor (or HR department. If preferred by supervisor), and unless and until it receives written confirmation from The District that the employee 'has been released from any contractual obligations with The District. The District agrees it will not solicit or hire any employee of OP during any school year, Summer school, or after July 1 of any year. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window, which may extend into the current year. This window will be set together annually for the coming school year before June 30th. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to its current employer, then the current employer must determine whether :o release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both organizations agree to work together to ensure that the transition does not unnecessarily negatively affect student learning. Nothing in this Agreement alters the nature of OP employees or changes the employment relationship between any employee and his/her employer.

## ARTICLE X.

### ACADEMIC PLAN

10.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code §74.2 (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at that campus. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, special education students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined populations

- 10.02 Educational Plan or Academic Model. OP will implement the education plan or academic model described in its proposal to operate the School, attached as Addendum 6. The OP will include in the plan or model the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School, and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that curriculum satisfies the minimum requirements outlined in 19 TAC §74.2 of this title (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum.) OP agrees to notify The District of any significant alteration of this plan within 10 days.
- 10.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the TEKS, or its successor, and any other standards that may be required under Applicable Law.
- 10.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state for federal law.
- 10.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered to District students to the same extent as other students so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by the OP school leader.
- 10.06 Student Behavior. Students enrolled at the School will be required to follow the District's Student Code of Conduct as explained in Section 8.08 of this OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons.
- 10.07 Due Process. OP will cooperate with The District to ensure that due process is afforded with respect to student removals and expulsions.

## **ARTICLE XI.**

### **FACILITIES**

11.01 Facilities. The OP agrees to provide facilities, in the form of classrooms, office furniture, equipment, and storage areas for the School at no cost and provide utilities in accordance with Facility Plan attached as Addendum 7. OP may elect to collaborate with the District to purchase necessary furnishings similar to those in use at other District schools at additional cost.

11.02 Ownership. The Parties acknowledge that all Facilities, other than those procured with District funds for use in the School as described in Section 11.04, are owned by the OP.

11.03 (This paragraph intentionally deleted.)

11.04 Furniture and Equipment for Classrooms and Instructional Areas. OP shall furnish furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program. The title to all furniture and equipment purchased with federal, state, or local funds for use by OP at the School remains vested in the District. The title to all furniture and equipment provided by OP with funds other than funds received from this Agreement remains vested in OP. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the School.

11.05 (This paragraph intentionally deleted.)

11.06 Janitorial Services. The OP shall provide all janitorial services for the facility in the same manner and at the same level as for other District facilities.

11.07 Maintenance. OP shall be responsible for routine maintenance and major repairs of the School including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. OP shall maintain all other portions of the School in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students.

11.08 Insurance Coverage. Each Party, at its own expense, will maintain its own insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows:

- a) Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate.) Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Contract. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term;
- b) Automobile insurance to cover losses for motor vehicles accidents by that Party; and

- c) Comparable Occupational Accident Policy as approved by district.
- d) The District will obtain and maintain property insurance for School as it deems necessary and advisable to carry. Each Party may elect to carry insurance to insure its own personal property located at the School.

Neither Party will be responsible for the negligence or liability of the other Party. Each Party will be responsible for the management and supervision of claims relating to its own operations.

## ARTICLE XII.

### RESPONSIBILITIES

12.01 OP Responsibilities. The OP shall have the sole authority over matters involving academic curriculum and the instructional program. In accordance with Paragraph 9.01, OP shall have sole authority to select, reassign at the School, or request removal by the District of District employees who are assigned to the School. OP shall have sole authority to hire or terminate OP's employees. OP must employ at least one employee with responsibility for oversight of the School.

12.01.01 *Administration.* OP shall have authority over the selection, supervision, assignment, evaluation, development, advancement and compensation of the School's Director(§) of Early Childhood Education and any other role designated as an administrator of the School, whether that person is employed by the District or OP. The OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate within the allotted campus budget, continue employment, and establish any other terms of employment for its employees.

12.01.02 *Teaching Staff.* OP shall have initial and final non-delegable authority to select, supervise, manage, assign, evaluate, develop, advance, compensate, and establish any other terms of employment of the School's teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, and any persons assigned to the School, whether employed or contracted by the District or OP. The OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate within the allotted campus budget, continue employment, and establish any other terms of employment for its employees. OP authority over compensation includes authority to independently apply for and allocate funds available through the Teacher Incentive Allotment in the manner and to the extent permitted by the Texas Education Agency.

12.01.03 *Staffing Plan*. OP shall have initial and final non-delegable authority to determine the staffing plan and positions at the school, provided funds subject to OP's control (inclusive of funds allocated for compensation of School staff) under the terms of this Agreement are sufficient to discharge all obligations associated with the staffing plan and positions. OP shall have initial and final non-delegable authority to select, supervise, manage, assign, evaluate, develop, advance, compensate and establish any other terms of employment of any staff, including the School's guidance counselors, extracurricular activity instructors, physical education instructors, and any other personnel assigned to the School.

12.01.04 *Special Education*. OP shall have sole authority over and responsibility concerning education programs for students with disabilities as established by the Admission, Review and Dismissal Committee (ARD). As a service provided to OP at an additional cost, the District will provide a certified administrator to facilitate all ARD meetings during the first year of this Agreement's Term. Additionally, the District will provide diagnosticians, speech pathologists, and any other professionals required to appropriately deliver special education services at the School. OP will ensure that the School's special education program and Section 504 plans comply with state and federal laws, including but not limited to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973. As the Local Education Agency ("LEA") chiefly responsible for identifying and serving students with disabilities, the District shall retain final authority in Special Education litigation matters, but the OP, subject to 19 TAC§ 97.1075(c)(2)(B) and to each child's IEP, shall have final authority regarding the day-to-day learning environment, services, and expectations for students who receive Special Education services.

12.02 District Responsibilities. The District shall maintain control of and shall be responsible for all District staff and personnel not assigned to the School who provide service directly to the campus, as well as the specific matters defined in this section. The amount the District charges for these services may not exceed the District average cost per student for similar services rendered.

12.02.01 *Record Keeping*. The District and OP will coordinate record keeping and compliance with state law. OP will use the District's record keeping Student Information System (SIS) required by the Texas Education Agency's Public Education Information Management System (PEIMS) data reporting. OP will also work with District to develop a mutually agreeable method by which OP will share all relevant and required student performance data, including data related to Addendum A3, and all information required by PEIMS and other data collections.

12.02.02 *Data Sharing*. The Parties shall enter into a data sharing agreement that complies with all applicable requirements of FERPA.

- 12.02.03 *Transportation.* The District shall provide all necessary transportation to and from the School for purposes of regular school attendance. Any transportation needs outside of the District's regular schedule, including, but not limited to, field trips and regular attendance days at the School that are not regular attendance days for other District schools, shall be contracted back to the District and paid for by OP. District, at their sole discretion, reserves the right to deny transportation services to the OP in the event of inclement weather.
- 12.02.04 *Food Services.* The District will provide food services to the School. The District shall have the right to operate the following programs, as applicable, at the School: National School Lunch Program, School Breakfast Program (including Breakfast in the Classroom and Universal Breakfast), After-school Care Program, Summer Food Service Program, Child and Adult Care Food Program, 'a la Carte, adult meals, contract meals, concessions, and disaster feeding. The District will be responsible for complying with state and federal regulations regarding the delivery of such programs. This service will be provided at no charge to the OP in the first year of this Agreement. For every year thereafter, the costs vs revenue will be analyzed for the prior year to determine if charges need to be assessed to the OP in order for the District to provide the service without incurring a loss.
- 12.02.05 *Security.* The District shall provide all security and police operations to the school which includes, but is not limited to, electronic badge access, security cameras, and internal phone systems.
- 12.02.06 *Substitute Teachers.* The District shall be responsible for employing substitute teachers and providing them to the School in the event that an employed teacher of the District is absent, in the same manner that it provides substitute teachers to other District schools, as one of the services provided in consideration for the funds retained by the District. However, substitutes requested for the purposes of professional development outside of regularly calendared District professional development days will be charged to OP in accordance with District practice.
- 12.02.07 *Payroll Services.* The District shall be responsible for payroll services and health benefits of employees designated as district employees for the campus. The payroll and health benefits will be deducted from the per pupil funding designated for the campus.

### ARTICLE XIII.

#### FINANCIAL MATTERS

13.01 Determination of Funding Allocation. Compensation to OP for eligible students is based primarily on the weighted average-daily-attendance (WADA) allocation received by The District for students enrolled in the School and actual weighted student attendance. OP shall receive funding according to the base student allotment designed by the State for The District *considering enrollment, attendance*, applicable weights for early education, compensatory education, special education, and bilingual (English Language Learners), per school year based on a 180-day school year. The following estimated allotment is based on 150 enrolled students with a 90% attendance rate with 80% LEP students and 80% economically disadvantaged populations. Weighted funding for Pre-K students is at one half the rate of a student in K-12. The 2024-25 estimate for gross general fund revenue (Tier I, Tier II and 1882) is \$4,937 per enrolled student, or approximately \$27 each school day.

OP shall additionally participate in other allotments received by the District (including the instructional materials allotment only if there is an applicable adoption or purchase for the grade levels served by School during that year) in proportion to the number of students enrolled at the School. The budget is an estimated financial plan which is available prior to the beginning of the school year. The actual amounts earned, and expenditures charged are not fully known until December of the year following the school year and settle ups will be handled by December 15 of the year following the applicable school year. The OP budget for the first year of operation of the School is included as Addendum 8.

13.02. Distribution of Funding Allocation. The estimated allotment (minus any funds retained for incurred charges that the District pays on behalf of the OP, or retains for administrative and support fees, or direct charges for payroll for employees such as teachers, educational specialists, nurses, or services the OP elects to purchase from the district) shall be paid in monthly installments on the 15<sup>th</sup> day of each of ten (10) months during each year of the term, commencing on July 15 and continuing through April 15. Payments shall be issued on an average monthly basis. The estimated enrollments and attendance and weights will be adjusted to actual data for purposes of determining the earned allocations and settle up will occur by December 15 following the previous school year. In the event that the 15<sup>th</sup> shall fall on a Saturday, Sunday or holiday, payment shall be made no later than the following Monday. Alternatively, the District can Issue payment 15 days after receipt of the monthly invoice from the OP.

13.03 Limitations. In no case shall The District be obligated to pay any amount for students not included in the District's eligible ADA count to the Texas Education Agency (TEA). Notwithstanding any terms hereinto the contrary, The District's obligation to compensate OP is expressly subject to the receipt, adjustment or modification of funds by The District from

the State of Texas specifically allocated for those eligible students in attendance at OP. In the event that such funding is not received or reduced by the TEA, The District shall not be obligated to OP in any amount, and OP may terminate this Agreement. Any prior payments made by The District shall be retained by OP in consideration of and as payment for educational services provided (if earned) to the date of such termination. This section shall not be construed to relieve The District of any responsibility or obligation to OP if The District fails to receive funding as a result of a failure by The District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas.

- 13.04 Enrollment Projections. OP shall submit its projected enrollment for the upcoming school year to The District at a mutually agreed upon date, which shall be considered in the budget estimate for the next year. For the second year of School's operation, enrollment and attendance rates shall be re-calculated based on actual data from the current year PEIMS snapshot data.
- 13.05. Refund upon Termination or End of Agreement Term. In the event of termination or fulfillment of this Agreement, OP agrees to refund to The District within ninety (90) days of the date of conclusion all advanced but unearned funds, as well as advanced funds not yet used to further the goals described by Article II and/or Addendum 3 of this Agreement. In the event the School will no longer operate as a TEA-approved Pre-K campus, any remaining funds not spent on Pre-K students at the School shall be returned to the District.
- 13.06 Federal and State Grants. In addition to the funding described above, OP may also be eligible for Federal entitlement grants, such as Title I, as approved by the Federal granting agencies and the State. The allocation will be based on enrollment less applicable indirect costs based on the District's approved indirect cost rate. OP must follow the District procedures and all applicable internal controls concerning the use of federal and state funds. Such funding will be retained at the District and must be spent through the District as approved and designated by Federal and State agencies and local policy. OP admits knowledge of and agrees that The District's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any funds from the Texas Education Agency. In the event The District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program, then it is understood and agreed that OP shall be liable for and shall refund such amounts received.
- 13.07 Contracting, Purchasing and Procurement. OP may choose to purchase via a District purchase order. OP may establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. OP will ensure compliance with applicable state and federal contracting and payment. OP reserves the right to contract for any services it deems beneficial in operation of the School.

- 13.08 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. All payments must be supported by appropriate supporting documentation. In addition to any audits required by Applicable Law, OP shall submit to The District within 180 days following the end of each fiscal year during the Term of this Agreement financial statements audited by an independent certified public accountant. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, OP agrees to reimburse The District immediately for the full amount of such. The District retains the right to conduct audits by the District's internal auditor.
- 13.09 OP's Acceptance and Use of Private Philanthropic Support. The Parties acknowledge that OP raises private philanthropic funding to support the costs of its organization. The District acknowledges and agrees that any philanthropic support raised by OP to support the School campus will be accepted and used at the OP's sole discretion for the benefit of the students.

#### ARTICLE XIV.

#### RECORDS AND REPORTING

- 14.01 Records Management System. OP shall implement a records management system that conforms to the system required of school districts under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than seven (7) years from the latter of the date of termination or renewal of the contract.
- 14.02 State and Federal Reporting. OP shall report timely and accurate information to The District as necessary for The District to comply with all applicable state and federal requirements. OP shall report information in the manner requested by The District and correct any demonstrable errors as requested by The District provided that the manner of reporting or correction requested is not unduly burdensome to the OP.
- 14.03 Lawful Disclosure. To the extent that OP or The District will come into possession of student records and information, and to the extent that OP or The District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Texas Public Information Act. In the event that The District is required to furnish information or records of the School pursuant to the Texas Public Information Act, OP

shall furnish such information and records to The District, and The District shall have the right to release such information and records. Either OP or The District may object to disclosure of information and records under the Family Educational Rights and Privacy Act or the Texas Public Information Act.

## ARTICLE XV.

### INTELLECTUAL PROPERTIES

- 15.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by The District for the School shall be owned by The District, and any materials created exclusively by OP for the School shall be OP's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest nor claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work products jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.
- 15.02 The Odessa YMCA Learning Center OP owns the intellectual property right and interest to the name "Odessa Family YMCA" and The Odessa YMCA Learning Center, The Parties agree that the name "Odessa Family YMCA" and the Odessa YMCA Learning Center may be used by either Party during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, The District will not use the name "Odessa Family YMCA" for its own individual purposes.

## ARTICLE XVI.

### **INSURANCE**

- 16.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. The District

shall maintain casualty insurance on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. Operator shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, The District shall have the right to self-insure part or all of said insurance coverage in The District's sole discretion. In the event The District elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, The District shall make funds available to the same extent that they would have been available had such insurance policy been carried.

- 16.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to The District. Such policies shall name The District, and such other related parties as The District elects, as additional insureds. Evidence of insurance shall be delivered to The District on or before the Commencement Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.
- 16.03 Indemnification. Subject to the policy limits of the insurance coverage required by this Agreement, OP will protect, defend, indemnify, and save harmless The District from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of OP, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement. Subject to the policy limits of the insurance coverage required by this Agreement, The District will protect, defend, indemnify, and save harmless Operator from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of The District, its employees, officers, directors, trustees, subcontractors or agents in relation to the Schooler the performance of its obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Additionally, nothing herein shall be construed to waive any governmental immunity available to the District or the OP under Texas law.
- 16.04 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the

Commencement Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

- 16.05 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.
- 16.06 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.

## **ARTICLE XVII.**

### **TERM AND TERMINATION**

- 17.01 Term. The term of this Amended Agreement shall begin on July 1, 2024 and end on June 30, 2029 ("Renewal Term"). Thereafter, it may automatically renew for another 5-year term, but only if all of the specified academic and financial performance goals set forth in Addendum 3 or successor documents are met. This Agreement is subject to the termination provisions below.
- 17.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and The District if termination is effective no sooner than the end of the then current school year.
- 17.03 Termination Rights of Both Parties. Either Party may immediately terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within 60 days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- 17.04 (This paragraph intentionally deleted.)
- 17.05 Termination Right to a Public Hearing. The District may not terminate this Agreement within the three-year contract period if the school successfully achieves the student outcome goals specified in Addendum 3, attached, without a public hearing at least 30 days prior to any district action to terminate the contract. The District may not extend this Agreement if the school fails to achieve the student outcome goals specified in Addendum 3, attached, without a public hearing at least 30 days prior to any district action to extend or renew the contract.

17.06 Termination Related to Academic or Financial Performance. The District may terminate this Agreement as a result of the OP's failure to meet the academic or financial performance goals defined in Addendum 3, in the manner prescribed by Addendum 3.

17.07 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, the Parties agree to negotiate in good faith to amend this Agreement and resolve the matter. If the Parties cannot reasonably renegotiate the Agreement within 60 days of the change in Applicable Law, then either Party may terminate this Agreement without penalty to either Party.

## **ARTICLE XVIII.**

### **SERVICE-LEVEL AGREEMENTS**

18.01 OP Authority. The OP has sole decision-making authority regarding the delivery of any service related to transportation, food services, janitorial, security, or related support services. OP may, at its sole discretion, choose to purchase one or more services from The District, including student transportation, child nutrition, services for special populations, library, counseling, facilities maintenance, temporary alternative programs, and other services at a cost jointly approved annually. The cost of such services will be agreed upon at a per-enrolled student amount, per-campus amount, or as a percentage of the total district budget for the service as set forth in Addendum 9, attached

18.02 Administrative and Support Services. The Parties agree that The District shall retain 15% of all funds annually for District support and administrative services. The Parties agree to meet annually to review and jointly approve such fees. Itemization and cost of administrative services are set forth in Addendum 9, attached. If the OP decides, as documented in this agreement, to buy services from the District, those services will be provided in the same manner in which the District delivers such services to other District-run schools. In order to recoup the costs associated with the provision of these services, the District will retain the agreed upon amount of the revenue generated from state and local authorities, grant programs, SB 1882 allotments, and any other revenues received by the District in association with the School. In determining the appropriate revenue retention percentage, the District examined previous years' service costs at District campuses and estimated costs for the Term of this Agreement. These cost estimates do not exceed costs incurred by the District to deliver the same or similar services to other District schools. These fees do not include direct payroll charges such as teachers, instructional specialists, nurses.

## ARTICLE XIX.

### GENERAL AND MISCELLANEOUS

- 19.01 Entire Agreement. This agreement including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract.
- 19.02 Severability. If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the parties to the extent valid and enforceable.
- 19.03 No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
- 19.04. Venue. Any suit arising under this contract shall be brought in Ector County, Texas.
- 19.05. Governing Law. In any suit arising under this contract, Texas law shall apply.
- 19.06 Assignment. Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party.
- 19.07 Amendments. Any future amendments to this Agreement shall be in writing and signed and agreed to by both parties.
- 19.08 Headings and Captions. The headings and captions appearing in this agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this agreement.
- 19.09 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered, or certified, or (d) via facsimile or email, as follows:

If to OP:

\_\_\_\_\_

\_\_\_\_\_

**Email:**

**Facsimile#:** \_\_\_\_\_

If to the District:

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

**Ector County Independent School District**

**P.O. Box 3912**

**Odessa, Texas 79760-3912**

**Email: [scott.muri@ectorcountysd.org](mailto:scott.muri@ectorcountysd.org)**

**Facsimile#:** \_\_\_\_\_

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2024  
Ector County ISD

\_\_\_\_\_  
By

Odessa Family YMCA

\_\_\_\_\_  
By

## **ADDENDUMS REFERENCE**

**Addendum 1:** The District Charter Policy - ELA (Local) can be accessed via the following link.

**Addendum 2:** Board Adopted School Policies

- Local district or operating partner policies and bylaws

**Addendum 3:** Student Outcome and Financial Performance Goals Includes specific and material performance consequences.

**Addendum 4:** OP Governing Board

**Addendum 5:** School Attendance Area

**Addendum 6:** OP Charter Proposal (Application)

- Includes educational plan/academic model.

**Addendum 7:** Facility Plan

**Addendum 8:** First Year Budget

**Addendum 9:** District Services and Fees

## **ADDENDUM 1**

### **District's Charter Policy**

A copy of Ector County ISD's Charter Policy - ELA (Local) can be accessed via the following link.  
<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=421&code=ELA#localTabContent>

**ADDENDUM 2**

**Adopted District Policies**

YMCA Odessa will operate in accordance with the following policies of Ector County ISD as they exist on August 20, 2024.

- CKE
- CNA
- CO
- COA
- COB
- CQ
- EHBC
- ELA
- FC
- FD
- FDA
- FEA
- FFAC
- FFAF
- FL
- FO
- FOA
- FOB
- FOC
- FOCA
- FOE
- FOF
- FP

**Board By Laws: Attached**

**CONSTITUTION AND BYLAWS  
ODESSA FAMILY YMCA**

**ARTICLE I**

**NAME**

The name of this organization shall be Odessa Family YMCA, here-after referred to as YMCA The Odessa Family YMCA is a 501(3)(c) charitable non-profit organization.

**ARTICLE II**

**PURPOSE**

The Odessa Family YMCA will build strong kids, strong families, and strong communities.

The YMCA will strive to accomplish this purpose by maintaining activities that will improve the physical fitness and mental well being of persons, and train them in Christian principles that will enrich their lives, and those of their community.

The YMCA may hold or dispose of such property, real or personal, as may be given, devised, or bequeathed to it or entrusted to its care and keeping; may purchase, acquire, and dispose of such property as may be necessary to carry out the purposes of the YMCA; and may manage, control, and utilize the same in accordance with the provisions of these Articles.

**ARTICLE ID**

**MEMBERSHIP**

Section 1 Members of this YMCA shall consist of those individuals, both male and female, regardless of race or creed, who comply with the provisions of the Constitution and membership regulations as prescribed from time to time by the Board of Directors through their By-Laws or otherwise.

Section 2 - Voting membership, with the right to vote and hold office in this Association, shall be open to any individual, 18 years of age or older, who is a full member in good standing as specified in Section 1.

Section 3 - The responsibilities of voting members of the Association shall be:

- a. To maintain the membership of the Association in proper status;
- b. To nominate and elect the Board of Directors;
- c. To vote and, if eligible and elected, to hold offices;
- d. To represent the Association in the Midwest Field of YMCAs or the YMCA of the USA, I fand when duly authorized under the stated requirements of such representation.

- e. To cooperate actively in achieving the Association's purposes through service on committees or in other ways.
- f To participate financially in forwarding the work of the Association.

## ARTICLE N

### BOARD OF DIRECTORS Fifteen (15) to Eighteen (18)

**Section 1 - The government of this association shall be vested in a Board Directors composed of eighteen (18) qualified voting members to be elected by ballot of the voting membership, one-third (1/3) of which shall be elected each year after the first year. In addition, the Board of Directors, upon nomination of the Board Chairman, may elect three (3) qualified members each year for a term of one (1) year to be known as Chairman Directors.**

**Section 2 - Board members shall be eligible for re-election by the members of the Association for as many terms as the members choose to elect them, provided there is a lapse of at least one year after every second consecutive three-year term.**

**Section 3 - The Directors shall be responsible to the members of the Association and are charged with the responsibility of determining policies, maintaining equipment and property, providing, expending and accounting for all funds, and employing the Chief Executive officer.**

**Section 4 - The Board of Directors shall have power to fill all vacancies in all other offices until the next annual election.**

**Section 5 - The Board shall have power to establish branches or branch facilities.**

**Section 6 - The Board shall have power to establish By-Laws by a two-thirds (2/3) vote of the Board as may be necessary for the effective functioning of the association. By-Laws may be repealed and amended in the same manner.**

**Section 7 - The Board may honor one or more of its members or former members from time to time for long and faithful service by electing him an Honorary Board Member for life. An Honorary Board Member may attend all meetings, participate in the discussions, but shall not vote nor hold a Board office. He shall not again be required to stand for election, and his place shall be filled as prescribed in this Constitution.**

**Section 8 - One-half (1/2) of the regular members of the Board shall constitute a quorum. Regular members of the Board are those Directors that have been elected by the Board to fill a vacancy, or members appointed as Chairman Directors and those elected by the members of the Association. Honorary members shall not be counted as regular members.**

## **ARTICLE V**

### **OFFICERS**

**Section 1 - Officers are elected for two consecutive years by the Board from its own membership at a regular meeting of the Board to be held in January of each year.**

**Section 2 - Officers shall include a Board Chairman, Board Chairman Elect/Treasurer, Vice-Chairman/Membership, Vice-Chairman Programs, Vice-Chairman Child Care, and Secretary.**

**Section 3 - The duties of all officers shall be those usually performed by such officers, and the Chairman shall preside over the Board of Directors meeting.**

**Section 4 - All officers shall serve in their respective capacities until their successors shall have been qualified.**

## **ARTICLE VI**

### **MEETINGS**

**Section 1 - There will be an Annual Meeting of the YMCA each year, at which time the Board of Directors shall report to the status of the YMCA. Notice of this meeting shall be posted in the lobby of the YMCA fifteen (15) days in advance.**

**Section 2 - Special meetings of the membership may be called by the Chairman, a majority vote of a quorum of the Directors, or by petition for such a meeting by twenty-five (25) voting members.**

**Section 3 - Fifty (50) percent of the board of directors present constitutes a quorum at any meeting of the YMCA**

## **ARTICLE VII**

### **ELECTIONS**

**Section 1 - At a regular meeting of the Board preceding the election, the Board Chairman shall appoint, a five member committee subject to the Board's approval (Three (3) members of the Board, a past Chairman, and the President/CEO, one of whom shall be designated Committee Chairman.) The purpose of this committee shall be to develop a slate for the membership to elect the Board of Directors. Any voting member of the YMCA may present in writing, over his own signature, to the Nominating Committee within ten (10) days after its appointment, the name of any member for nomination, and no person shall be eligible for election as a Director unless his name shall thus have been submitted to, or nominated by, said Nominating Committee. The Nominating Committee will narrow the slate to fill the necessary Board vacancies. The nominations shall be posted for a period of 30 days in a**

prominent location in the lobby of the YMCA at the end of which the slate shall be elected unless a reasonable objection is submitted to the Nominating Committee. In the event of an objection it will be at the sole discretion of the Nominating Committee to revise the slate.

## **ARTICLE VIII**

### **PRESIDENT/CEO**

Section 1 - The President/CEO shall be employed by the Board of Directors. He shall serve continuously as long as he retains the confidence of a majority of the Board or until he resigns.

Section 2 - He shall select and employ all other members of the paid staff: subject to the advice of the Executive Committee.

Section 3 - The salaries of the President/CEO and all professional employees shall be set by the Board of Directors upon the recommendation of the Executive Committee. The wages of all other employees shall be set by the President/CEO subject to the limitation of the budget for the year.

Section 4 - The President/CEO shall be responsible for the supervision of the staff and the general program of the entire association. He shall operate at all times within the general policies as determined by the Board and interpreted by the Executive Committee.

## **ARTICLE IX**

### **FINANCES**

Section 1 - The Board of Directors shall be responsible for all financial operation. It shall determine all fees charged for membership. It shall make all investments of capital funds. No officer or employee shall obligate the YMCA for any indebtedness not provided for in the budget without specific authorization by the Board of Directors. It shall review financial reports monthly and make an annual financial report to the members at the Annual Meeting.

Section 2 - This YMCA shall operate on a calendar or fiscal basis with each fiscal year beginning January 1 and ending December 31 of the same year.

## **ARTICLE X**

### **COMMITTEES**

Section 1 - The Board of Directors may delegate responsibilities to committees which shall, at all times, be responsible to the Board.

**Section 2 - All major committees of the Board shall be appointed for one year by the Chairman subject to approval of the Board.**

**Section 3 - All members of committees shall be members in good standing as defined in Article II1, Section 2.**

**Section 4 - The organizational structure for conducting the business and program of the Association shall be as follows:**

**A Functioning directly under the Board of Directors will be the**

- (1) Executive Committee - The Executive Committee shall consist of the officers of the Association and past Board Chairman. The Executive Committee shall act for the Board of Directors in the interim between Board meetings, but shall not have power or authority to reconsider or reverse any action or policy of the Board and shall have only such power and authority as may be delegated to it by the Board. The Board Chairman or any two members of the Committee may call meetings at any time and four members shall constitute a quorum for committee meetings. The Executive Committee shall review salaries of the staff and shall recommend any changes to the Board of Directors for its consideration. The Executive Committee shall report all its actions to the regular meetings of the Board of Directors which, when approved, shall become the actions of the Board.**
- (2) Foundation Committee - The Foundation Committee shall care for all endowment funds of the YMCA as outlined in the Committee Charter. The Committee shall consist of at least seven (7) members. One member shall be the Chairman of the Board of Directors. His term on the Committee shall run concurrently with his term as Chairman of the Odessa Family YMCA. The remaining members of the Committee shall be appointed by the Board of Directors, one-third (1/3) of which shall be appointed every odd-numbered year. The Board of Directors of the YMCA shall fill all vacancies on the Committee. The Committee members shall hold office until their successors have been appointed and qualified.**
- (3) Other major committees & Ad Hoc Committees to be appointed by the Board Chairman of the Association as deemed necessary.**

**Section 5 - It shall be the responsibility of the Board of Directors to coordinate the policies of the various committees to assure that such policies agree with the purpose of the Association as established by Article II of this Constitution and to assure that the policies of the various committees complement each other in serving the entire membership of the association.**

## **ARTICLE XI**

### **AFFILIATION**

**This Association shall always maintain working relations, with the Midwest Field of YMCAs, the YMCA of the USA and the World Alliance of the Young Men's Christian Association.**

## **ARTICLE XII**

### **DISSOLUTION**

**Section 1 - This Association may not be dissolved except by two-thirds (2/3) vote of the members present in a meeting called for the purpose of considering its dissolution, provided notice of such meeting shall have been sent to each member and a notice posted in the lobby of all YMCA facilities and in the principal headquarters of the Association at least thirty (30) days prior to such meeting, and provided also, the Executive Midwest Field of YMCAs shall have been notified and invited to be present.**

**Section 2 - Upon a vote to dissolve the Association, all assets of the Association, after all just debts have been paid, shall be deposited with the Midwest Field of YMCAs to be held in trust until such time as a Young Men's Christian Association shall again be established in the community. Such funds shall be invested by the Field Board and the earnings used to maintain a YMCA program for youth in this community.**

## **ARTICLE XIII**

### **AMENDMENTS**

**Amendments to this Constitution and By-Laws may be made by two-thirds (2/3) vote of the Board of Directors present and voting at any regular constituted meeting of the Board; provided that notice of such proposed amendment shall have been given to each Board of Director member of the YMCA by mail or in person at least thirty (30) days prior to such meeting.**

## ADDENDUM 3

### YMCA Odessa Performance and Financial Goals:

#### Academic Performance Goals

Assessment Tool: CIRCLE Progress Monitoring PreK

### **Odessa Y Learning Center Academic Performance Goals Performance Measure 3 (2024-2029)**

I. <b>Academic Excellence.</b> Objective: Academic Performance will meet or exceed local and state standards					
	<b>Goal</b>	<b>Goal</b>	<b>Goal</b>	<b>Goal</b>	<b>Goal</b>
<b>Performance Measure 1</b> Phonological Awareness	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Phonological Awareness (Total Score) at Wave 3 (PK 3)	68%	68%	70%	70%	72%
<b>Performance Measure 2</b> Mathematics	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Math (Total Score) at Wave 3 (PK 3)	68%	68%	70%	70%	72%
<b>Assessment Tools:</b> CIRCLE Progress Monitoring (Phonological Awareness/ Mathematics)					

<b>Family-School Connectedness</b>					
	<b>Goal</b>	<b>Goal</b>	<b>Goal</b>	<b>Goal</b>	<b>Goal</b>
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
<b>Family Engagement-</b> The degree to which families become involved with and interact with their child's school.	The Odessa Y will host at least two family engagement events per year	The Odessa Y will host at least two family engagement events per year	The Odessa Y will host at least two family engagement events per year	The Odessa Y will host at least two family engagement events per year	The Odessa Y will host at least two family engagement events per year

Assessment: CIRCLE Progress Monitoring PreK Cut Points

#### Phonological Awareness - Total Score

Wave	Age as of Sept. 1st							
	3.0-<3.5		3.5-<4.0		4.0-<4.5		4.5 or Above	
	English	Spanish	English	Spanish	English	Spanish	English	Spanish
1	3	1	7	2	8	5	10	7
2	7	5	10	7	12	10	14	12
3	9	7	12	11	15	13	17	15

#### Math - Total Score

Wave	Age as of Sept. 1st							
	3.0-<3.5		3.5-<4.0		4.0-<4.5		4.5 or Above	
	English	Spanish	English	Spanish	English	Spanish	English	Spanish
1	5	3	7	4	9	6	11	8
2	9	7	10	9	14	13	17	15
3	11	10	13	13	18	17	20	20

Financial Performance Goals

	<b>Unqualified Audit Opinion</b>
<b>Performance Measure#1</b>	<i>Obtain an unqualified audit opinion, in connection with the annual financial report described in this Agreement</i>
<b>Performance Measure#2</b>	<b>Current Ratio:</b> Current Assets divided by Current Liabilities <i>Current ratio is greater than or equal to 1.0.</i>
<b>Performance Measure#3</b>	<b>Unrestricted Days Cash:</b> Unrestricted Cash divided by $(\text{Total Expenses minus Depreciation Expense})/365$ <i>Days cash is greater than or equal to 60 by the end of the 2024-25 school year and maintain that amount thereafter.</i>
<b>Performance Measure#4</b>	<b>Cash Flow:</b> Year 2 Total Cash - Year 1 Total Cash <i>Cash flow is positive.</i>
<b>Performance Measure#5</b>	Current Financial Statements <i>All financial statements reflect positive net asset amounts.</i>

Regular Review & Material Consequences of Failure to Meet Contract Goals

The goal progress measures above will be monitored and presented to the ECISD Board of Trustees at least once per year. Upon reporting, if one or more goal progress measures are not met, the District may require OP to develop and implement an improvement plan which will be publicly reported to the ECISD Board of Trustees.

Termination

As reflected below, the District may terminate this Agreement based on the Academic Performance or Financial Performance of the OP.

Academic Performance

Beginning in the 2024-25 school year, the District may terminate this Agreement for Academic Performance if the OP fails to satisfy at least two of the three performance objectives (identified in the Academic Performance Goals section above) in any year.

Financial Performance

The District may also terminate this Agreement for Financial Performance if at any time the OP does not meet generally accepted accounting standards for fiscal management and fails to remedy the violation or violates applicable law and fails to remedy the violation. Furthermore, the OP must provide an unqualified ("clean") audit report to the district in the manner explained in Section 13.08. If the audit raises any concerns or deficiencies that are not corrected by the OP, the District may terminate this Agreement.

Termination under this section shall be effective no later than the end of the then current school year, so long as written notice of such termination is provided no later than thirty (30) days after the date of determination by the District that the OP has failed to meet the academic or financial performance goals defined above.

**ADDENDUM 4**

**Operating Partner Governing Board:**

**Odessa Family YMCA Board of Directors**

<u>Board Member</u>	<u>Place of Employment</u>	<u>Term Expiration Date</u>
Gerardo Arzate	Hospice	2025
Joe Moya	Wells Fargo	2025
Jonathan Edwards	Permian Basin Metallurgical Laboratories	2026
Paul Girard	Nimbus Water	2026
Ryan George	Odessa Country Club	2025
Alyssa Vega	Chick-fil-A	2028
Scott Winchell	Frost Bank	2026

## **ADDENDUM 5**

**School Attendance Area:** Odessa YMCA Learning Center will serve as the PK3 campus for students residing in Ector County until the launch of an additional PK center in 2025-26. PK zones will then be established for the expansion of PK3 for the rest of the contract term.

## **ADDENDUM 6**

### **OP Charter Proposal (Application):**

The original charter application can be accessed by clicking on the link below.

YMCA Charter application

## **ADDENDUM 7**

### **Facility Plan:**

Odessa Family YMCA has been approved to operate the Odessa YMCA Learning Center located at 1111 Pagewood Ave., Odessa, TX 79761.

## **ADDENDUM 8**

### **First Year Budget:**

#### **First Year Budget:**

<https://drive.google.com/file/d/19DQCynMH9f8tZC5PPcZQQWp10REmmxaf/view?usp=sharing>

## **ADDENDUM 9**

### **Administrative and Support services**

All administrative fees will be charged to the OP by deducting 15% of General Fund Revenue (Tier I, Tier 11, SB 1882) otherwise due to flow to the School for Pre-K administrative and support services provided in an OP owned facility.

These administrative and support services fees include advice and support from the following ECISD departments and divisions provided to the OP for the benefit of enrolled students: ECISD Superintendent, Property Tax appraisal and collection costs, Internal Audit, Development, Literacy, Professional Development, Curriculum & Instruction support, Accountability & School Improvement, Policy, Guidance & Counseling support, Student Assistance Services, Physical Education support, Special Education support, Bilingual Education support, Federal & State Programs, Student Admissions and Transfers, Nursing Services support, Instructional Materials and Records, Communications, Deputy Superintendent support, Human Resources support, Finance, Purchasing, Information Systems, Payroll, Benefits, Risk Management, and any other administrative or support services.

### **District Individual Service Pricing**

In addition to the administrative services identified above, the OP may choose to contract with ECISD for additional, student-specific professional services (e.g. OTPT). For ECISD professional services used, charges will be on a per hour/session basis or per -student enrolled, to be determined by mutual agreement of the Parties. These fees will be evaluated and updated annually.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Alicia Syverson, Associate Superintendent of Student & School Support

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF APPLICATION TO RENEW OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)**

**DATE:** August 20, 2024

---

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

Data will be shared to update Trustees on the OFSDP student outcomes for 2023-2024.

\*\*\*\*\*

Administrative Recommendation:

Approval of application submission

# Texas Education Agency



## APPLICATION

Updated April 2024

## Optional Flexible School Day Program (OFSDP)

2024-2025 School Year

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

## **Definition of Program Provisions**

### **Eligible Students**

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

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

**AND**

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

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

### **Assessment**

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

### **Participation in University Interscholastic League (UIL)**

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

### **Attendance Credit**

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

### **Board Approval**

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

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

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

## **Reporting Requirements**

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

## Provisions of Agreement

### Article I – Parties to Agreement

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

Ector County ISD

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

located at

802 N Sam Houston Odessa, TX 79761

\_\_\_\_\_  
(Physical Address)

hereinafter referred to as “district.”

### Article II – Period of Agreement

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

### Article III – Purpose of Agreement

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

### Article IV – Reporting Requirements

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

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

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

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

## Article VI – Application Process

- For questions or assistance regarding this application, email [opfex@tea.texas.gov](mailto:opfex@tea.texas.gov) or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opfex@tea.texas.gov](mailto:opfex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## Article VII – Agreement

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

Typed Name	<u>Dr. Scott Muri</u>	_____
Typed Title	<u>ECISD Superintendent</u>	Authorized Signature

## Appendix One Assurances

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

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

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

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

and

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

The district agrees:

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

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

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

Chris Stanley, ECISD School Board President, 432-853-5809

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Name, Title, and Telephone Number of School Board President

---

Signature of SchoolBoard President

Date

Dr. Scott Muri, ECISD Superintendent, 432-456-9871

---

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

---

Signature of Person Authorized to Bind the District or Charter School

Date

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

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

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

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

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

Month: August

Day: 20

Year: 2024

Time: 6:00 PM

Location: 802 N Sam Houston Odessa, TX 79761

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

Chris Stanley, ECISD School Board President, 432-853-5809

Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of SchoolBoard President

\_\_\_\_\_  
Date

Dr. Scott Muri, ECISD Superintendent, 432-456-9871

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

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

\_\_\_\_\_  
Date

## Appendix Three

### Attendance and Compliance Procedures of Proposed Program

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

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

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP

Explain the following:

- a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
- b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
- c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
- d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
- e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
- f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):
  - a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.
  - b. Indicate how students will be offered or provided referrals for mental health services.
10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Provide the location and a brief description of the in-person student engagement center.

## Appendix Four District Contacts

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

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

### District Contacts for the Application

District/Charter School Superintendent:	Dr. Scott Muri
Mailing Address:	P.O. Box 3912
City, State, Zip Code:	Odessa, TX 79760
Telephone Number:	432-456-9879
Email Address:	scott.muri@ectorcountyisd.org

District PEIMS Coordinator:	Heather Potts
Email Address:	heather.potts@ectorcountyisd.org

OFSDP Contact Name:	Taylor Roy
Email Address:	taylor.roy@ectorcountyisd.org

OFSDP Contact Name:	Leticia Bernal
Email Address:	leticia.bernal@ectorcountyisd.org

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

## Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.**

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**\*All file names should include the district/charter school’s name**



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

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

#### **Introduction**

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

#### **Mission**

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

#### **Goals**

To increase graduation rates and decrease dropout rates for at risk students by recovering students who have dropped out or are about to drop out and providing them with an alternative option to obtain a diploma.

#### **Eligibility**

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

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

- the student is attending a school with an approved early college high school program designation; or
- the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
- the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

and

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

### **Assessments**

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

### **Participation in University Interscholastic League (UIL)**

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

### **Attendance Credit**

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

### **The district agrees**

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);

6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.
8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.
11. provide at least one instructor for each 28 students.
12. to ensure that students will not receive more than 10,800 minutes per course.
13. to ensure that students will not be simultaneously enrolled in OFSDP and the traditional program.

### Referrals and Enrollment Process to OFSDP Programs

Questions	EAA	COC	Campus Based
<b>What should I do if I have a student at risk of withdrawing from high school?</b>	When an ECISD student is determined to be at risk for abandoning education, the counselor, administrator, or teacher will refer the student to EAA using the District referral Google Form.	When an ECISD student who is coded as McKinney Vento is determined to be at risk for abandoning education, the counselor, administrator, or teacher will refer the student to COC using the District referral Google Form.	If staff recommends the student attend campus-based OFSDP, they will consult and gain approval from the campus principal.
<b>What students are eligible?</b>	Students at risk of dropping out or students who have dropped out.	Students who are at risk of dropping out or have dropped out. Students should be at least juniors or seniors and should have passed at least 3 EOCs. The students must be identified as McKinney Vento Homeless or as current or former Emergent Bilingual (EB).	
<b>What happens after the referral form is completed?</b>	An EAA representative will contact the family to set up an orientation meeting with the student and parent.	The COC Grad Lab Supervisor will contact the family to set up a meeting to determine eligibility.	The campus principal or campus representative will meet with students to review expectations.
<b>What happens after a student is approved?</b>	The EAA registrar will update referral sheet with approval notice. The EAA registrar will note the start date and update FOCUS	The Grad Lab Supervisor will email the campus principal for their approval. Once approved by the campus principal, the Grad Lab	The student will meet with their counselor who will assign courses. The student can begin

	SIS. EAA will notify campus principal and counselor of the decision.	Supervisor will email the campus registrar to update FOCUS SIS. The Grad Lab Supervisor will also request a transcript review from the student's counselor to place the student in the correct classes. The counselor should email the Edgenuity courses and EOC testing needed for the student to meet graduation requirements. An enrollment contract meeting will then take place.	courses after they are assigned.
<b>What happens if a student is not approved?</b>	EAA representative will inform student and parent of decision and inform of next steps.	COC Grad Lab Supervisor will inform student and parent of decision and inform of next steps. The referral sheet will also be updated with the decision to facilitate campus communication.	The students will be informed that they have not been approved and alternative options will be offered or discussed.
<b>What should a student do while awaiting a response?</b>	The student should remain at their home school until they ATTEND orientation at EAA.	The students should remain at their home school until they are given a start date.	The student should continue to attend classes as scheduled.
<b>Is attending this program a requirement?</b>	No, this is a voluntary option, and students cannot be required to attend EAA instead of the home campus.	No, this is a voluntary option, and students cannot be required to attend COC instead of the home campus.	No.
<b>How does a student who has a drop out leaver code get referred to these programs?</b>	A student or guardian can complete the online application on the EAA website. EAA staff will then contact the family to determine eligibility and provide the family with next steps.	Campus personnel and drop out specialists may submit the Google referral form after speaking with the family and deciding that the program may be a good option for them.	The campus principal will consult with the student to determine eligibility and provide approval.
<b>Tracking student progress</b>			
<b>How do home schools know if students are</b>	EAA will communicate progress with the home campus designee and the	COC will communicate progress with home campus designee and the progress	Student's counselor will track progress at the home campus.

<b>meeting graduation requirements such as FAFSA, credits, and police video?</b>	progress will be recorded in the ECISD SIS.	will be recorded in the ECISD SIS.	
<b>How does the district approve graduation requirements?</b>	EAA will send relevant transcripts and supplemental graduation completion documents to the home campus designee for review and approval.	COC will send relevant transcripts and supplemental graduation completion documents to the home campus designee for review and approval.	The student’s counselor will review requirements.

**Students Receiving Special Education Services**

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

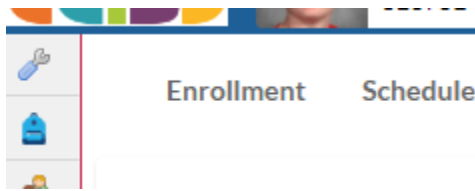
**Counselor & Registrar - Additional Enrollment Procedures**

Counselors will meet with OFSDP eligible students and their parent/guardian and will have an OFSDP Enrollment Contract signed by the student, parent/guardian, counselor, and campus administrator. Counselors will keep all the signed contracts until the first day of the next grading/attendance cycle. On the first day of the cycle, the counselor will then add/modify the students’ schedules accordingly and indicate the total minutes of courses scheduled on the Contracts. Counselor also will indicate the entry date (the 1st day of the grading/attendance cycle) on the contracts. The counselor will then make one copy of the contracts to keep for their records and the original contracts will go to the registrar. For best document handling purposes, make sure to stamp or write “COPY” on the copy. Once the registrar receives the original Enrollment Contracts, they will withdraw the student with withdraw reason 33. The students will then be re-entered with eligibility code 7 for OFSDP. At this time, the registrar will email the designated attendance clerk about the withdrawal/re-entry so that the attendance clerk can account for the students on their Entry/Withdrawal notebook. Once the registrar completes the withdrawal/re-entry, the registrar will sign the Contracts and return them to the counselor. The counselor will then verify the student is enrolled with eligibility code 7 in FOCUS. Students cannot be moved to eligibility code 7 except at a grading cycle. The original Contracts will then be given to the designated attendance clerk to be stored in the attendance audit box(es).

**OFSDP – FOCUS Registration**

## Change of Status

1. From the FOCUS Registration application, go to the student's profile. Click on Enrollment.



2. Registrars will drop the student's current enrollment record based on the dates provided in the contract.
- The drop date will be in accordance with the date listed on the contract provided by the counselor
  - The drop code will be changed to a *[33] Record Status Change*

Drop Date	Drop Code	Second School	Status Change	Grade Promotion Status	Prim
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A
			<input type="checkbox"/>		N/A

3. Add a new enrollment record for the current year to reflect the student's OFSDP status.

- Enrollment date in accordance with the new grading/attendance cycle.
- Enrollment code *[07] Eligible – Flexible Attendance Program Participation*

### Enrollment

Year	School	Grade Level	Enrollment Date	Enrollment Code	Drop Date	Drop Code	Second S
2023-2024	002 - ODESSA HIGH S...		05/22/2024				
<a href="#">View</a>	2024-2025	002 - ODESSA HIGH S...	12th Gr...	08/01/2024			X
<a href="#">View</a>	2023-2024	002 - ODESSA HIGH S...	11th Gr...	08/14/2023			X
<a href="#">View</a>	2022-2023	002 - ODESSA HIGH SCHOOL	10th Grade	08/17/2022			X
<a href="#">View</a>	2021-2022	003 - PERMIAN HIGH SCHOOL	9th Grade	08/10/2021			✓
<a href="#">View</a>	2020-2021	047 - ECTOR COLLEGE PREP SUCCESS ACADEMY	8th Grade	09/09/2020			✓
<a href="#">View</a>	2019-2020	047 - ECTOR COLLEGE PREP SUCCESS ACADEMY	7th Grade	08/21/2019			✓
<a href="#">View</a>	2018-2019	047 - ECTOR COLLEGE PREP SUCCESS ACADEMY	6th Grade	08/20/2018			✓
<a href="#">View</a>	2017-2018	124 - NOEL ELEMENTARY SCHOOL	5th Grade	08/21/2017			X
<a href="#">View</a>	2016-2017	124 - NOEL ELEMENTARY SCHOOL	4th Grade	08/22/2016			X
<a href="#">View</a>	2015-2016	128 - JOHNSON ELEM SCHOOL	3rd Grade	08/24/2015			X
<a href="#">View</a>	2014-2015	128 - JOHNSON ELEM SCHOOL	2nd Grade	08/25/2014			X

4. Select Save

5. Select View for the new enrollment record & update the calendar (track)

Rolling/Retention Options

Next Grade

Include in Class Rank

Duration Requirement Program

Team

Progression Plan

Secondary Calendar

ACCEL ACADEMY Dropout Recovery

COC OFSDP

Secondary Calendar 10th-12th

Secondary Calendar 9th

Summer School

Student Info

Enrollment

Year: 2023-2024

School: 003 - PERMAN HIGH S...

Grade Level: 9th Gra.

Enrollment Date: 02/20/2024

Enrollment Code: [07] Eligible - Flexible Attend.

Drop Date: 08/01/2024

Drop Code: [01] Eligible For Full Day Att.

Second School: [03] R.

Status Change: [X]

Grade Promotion Status: [X]

Primary Campus: [X]

Next Year EduCha: [X]

Save

New enrollment record has the start date for S2C2.

Drop the student with the status change. Date is the last day of S2C1.

Enrollment

Year: 2023-2024

School: 003 - PERMAN HIGH SCHOOL

Grade Level: 9th Grade

Enrollment Date: 02/20/2024

Enrollment Code: [07] Eligible - Flexible Attendance Program Participation

Drop Date:

Drop Code:

Calendar: Secondary Calendar 10th-12th

Rolling/Retention Options

Next Grade: ACCEL ACADEMY Dropout Recovery

Include in Class Rank: COC OFSDP

Graduation Requirement Program: COC OFSDP - Campus Based

## Teachers and Attendance Clerk – Attendance Procedures

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

## OFSDP Daily Attendance Data Entry Instructions

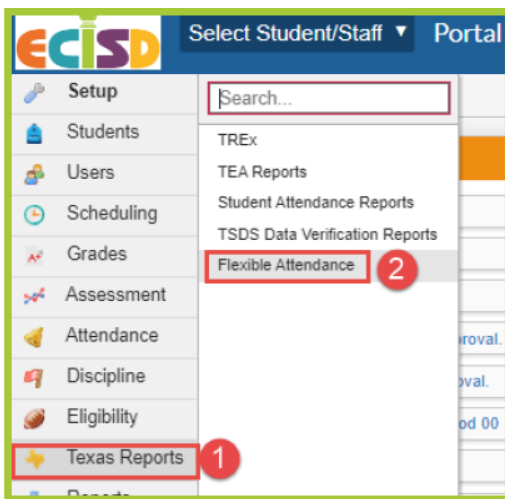
- The designated attendance clerk will receive the FLEX Daily Log Sheets from the teacher every day for the previous school day. Before entering the information, the attendance

clerk needs to confirm that the log sheet was filled out correctly and that the teacher's signature is present.

- The information from the FLEX Daily Log Sheets will be entered in FOCUS per the instructions below.
- The attendance needs to be entered by the total number of minutes per week.
- Data entry staff should set up an Excel Sheet that will allow them to add the minutes on a weekly basis for data entry one time per week. Email [leticia.bernal@ectorcountyisd.org](mailto:leticia.bernal@ectorcountyisd.org) to request a copy of the excel sheet.

### FLEX ATTENDANCE WEEKLY DATA ENTRY

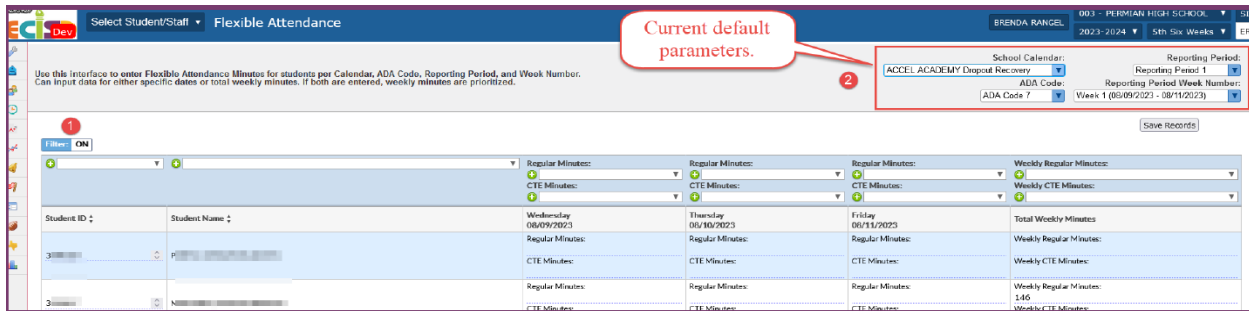
Go to FOCUS ---> Texas Reports ---> Flexible Attendance



1. Filter: ON
2. Update the parameters to generate student list as needed.
  - School Calendar
  - ADA Code
  - Reporting Period (Attendance Cycle)
  - Reporting Period Week Number

If student name does not generate after selecting your parameters, verify the student's enrollment record

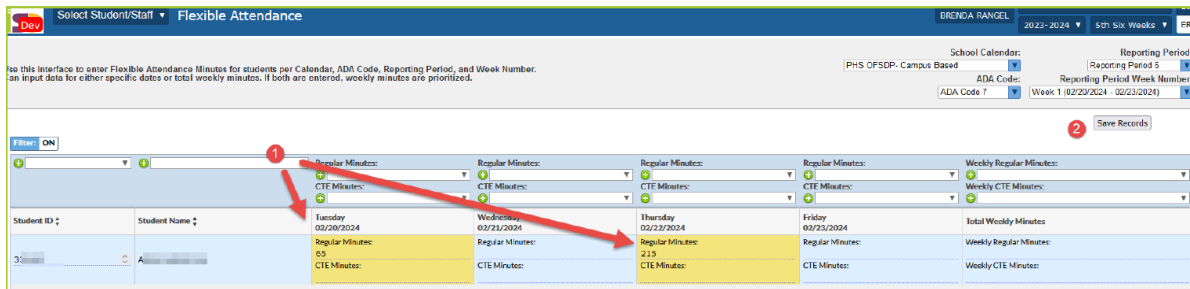
- Enrollment code [07]
- Enrollment Status (active)
- Enrollment Date
- School Calendar



You may use the Filter to search Student ID or Student name or select the Column Header if you want to order the student list alphabetically (ascending or descending).

1. Enter the daily OR weekly minutes under the Regular Minutes row.
2. Select the *Save Records* button.

Focus allows minutes to be entered for specific dates OR by total weekly minutes. If both are entered, weekly minutes will be prioritized.



### Notes:

- Weekly calculations must be made prior to entering minutes.
- InElig Mins can be entered for tracking purposes, ECISD only requires Elig Min

### Instruction

OFSDP in ECISD COC and campus based programs will utilize Edgenuity. EAA will use Edmentum virtual program. Students work on the program and are monitored by teachers and facilitators to ensure matriculation towards graduation. Students are assigned to a teacher of record who monitors student progress in Edgenuity/Edmentum. Students are assigned goals and completion dates for each class. Edgenuity/Edmentum displays progress status to help the student stay on track. Campus facilitators monitor and provide individual assistance as needed. Tutoring is provided as needed. Students also are provided supplemental services including workforce readiness presentations, college group visits and other programming designed to help the student graduate.

### Graduation

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

## Summer School

For eligible OFSDP students attending summer school courses for credit recovery, funding is limited to only funding for the attendance necessary for the student to recover class credit. Summer school staff will follow the OFSDP attendance procedures: OFSDP ADA funding is strictly based on the number of minutes of instruction and therefore requires a teacher of record to record the actual number of students' instructional minutes on the Optional Flexible School Day Program (FLEX) Daily Log Sheet. The teacher must verify and sign the Daily Log Sheet each day. The teacher will then turn in the Daily Log Sheet to the designated attendance clerk no later than the next school day. The attendance clerk will code daily OFSDP attendance from the teachers' Daily Log Sheets in FOCUS OFSDP Posting by Teacher. See OFSDP Daily Attendance Data Entry Instructions for detailed instructions. When OFSDP data entry from the Daily Log Sheet has been completed, the attendance clerk will sign and date the bottom of the log sheet. All Daily Log Sheets must be kept in the attendance audit box(es) and all student data will be maintained in compliance with sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook. The District's six-week reports are both reviewed and certified accordingly. Attendance Balancing - Once the attendance clerk is notified by the registrar by email that an OFSDP student has been enrolled, the attendance clerk records the withdrawal/re-entry on their Entry/Withdrawal Notebook for attendance balancing purposes. Students will not be simultaneously enrolled in OFSDP and traditional programs. Once a student has recovered the credit needed, their summer experience will be considered complete, and they will stop attending school until the start of the next school year. Campus and Grad Lab staff will ensure that students only sign in to work on classes needed to recover credit during summer by reviewing the student's graduation plan and ensuring courses assigned are needed for credit recovery. Campus staff and COC Grad Lab supervisor will review to ensure compliance with this requirement by noting each student's file before the summer session begins.

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

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

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

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

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

Please note the following program options:

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

### Eligibility

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

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or

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

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

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

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

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

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

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

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

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

-----  
*For Office Use Only*

Total Minutes of Courses Scheduled: \_\_\_\_\_  
 Entry Date: \_\_\_\_\_ (must be day 1 of grading cycle)  
 Eligibility Code Change to \_\_\_\_\_ Registrar Signature: \_\_\_\_\_  
 Counselor Verification Signature: \_\_\_\_\_

## Optional Flexible School Day Program OFSDP Daily Sign In Sheet

Campus Number: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_



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

068901

ECTOR COUNTY ISD

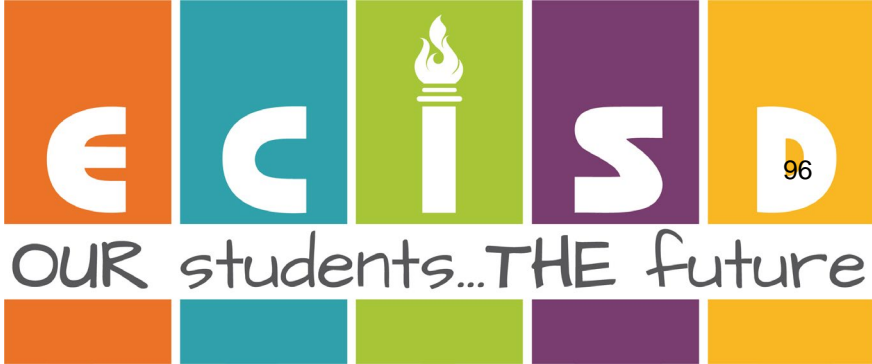
School Year 2024-2025

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	<b>Eligibility Designation</b>	<b>School Year Period of Agreement</b>	<b>Summer Period of Agreement</b>
	1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program	Reported in TSDS PEIMS Summer Collection 3  Program start date must be 30 days after application submission.  Program end date must not exceed the last day of the regular school calendar.	Reported in TSDS PEIMS Extended Collection 4  **Credit Recovery - Designation 5  Summer period of agreement should not exceed 30 days or extend past July 31st.

Nine Digit District and Campus Number	Campus Name	Eligibility Designation							Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWFHS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWFHS	Minutes Offered Per Day
		1	2	3	4	5	6	7									
068901002	ODESSA H S	1	2			5		140	9/16/2024	5/23/2024	MTWTHFS	240	6/2/2024	7/2/2024	MTWTH	240	
068901003	PERMIAN H S	1	2			5		140	9/16/2024	5/23/2024	MTWTHFS	240	6/2/2024	7/2/2024	MTWTH	240	
068901011	GEORGE H W BUSH NEW TECH ODESSA	1	2			5		25	9/16/2024	5/23/2024	MTWTHFS	240	6/2/2024	7/2/2024	MTWTH	240	
068901014	ODESSA CAREER AND TECHNICAL EARLY COLLEGE H S	1	2			5		25	9/16/2024	5/23/2024	MTWTHFS	240	6/2/2024	7/2/2024	MTWTH	240	
068901015	ODESSA COLLEGIATE ACADEMY EARLY COLLEGE H S	1	2			5		25	9/16/2024	5/23/2024	MTWTHFS	240	6/2/2024	7/2/2024	MTWTH	240	
000000000																	

# **Optional Flexible School Day Program (OFSDP) 2024-2025 Application Presentation**

**August 20, 2024**



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# Optional Flexible School Day Program (OFSDP) Information

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

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

Students must be approved by their campus principal

Students attend on a flexible schedule

Students must attend 20 hours per week

Students continue to be enrolled at their home campus

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# COC Optional Flexible School Day Program (OFSDP) Data

COC OFSPD Students	Number	Percent
Graduates	40	28.57%
Continuers	55	39.29%
Drop Outs	35	25%
Non Drop Out Leavers	10	7.14%
Total	140	100%

98

*Data includes those students identified as OFSDP in Focus for the 2023-2024 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 8/7/24*



# EAA Optional Flexible School Day Program (OFSDP) Data

EAA OFSDP Students	Number	Percent
Graduates	82	30.83%
Continuers	127	47.74%
Drop Outs	38	14.29%
Non Drop Out Leavers	19	7.14%
Total	266	100%

99

*Data includes those students identified as OFSDP in Focus for the 2023-2024 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 8/7/24*



# Campus Optional Flexible School Day Program (OFSDP) Data

Campus OFSPD Students	Number	Percent
Graduates	2	22.2%
Continuers	7	77.8%
Drop Outs	0	0%
Non Drop Out Leavers	0	0%
Total	9	100%

100

*Data includes those students identified as OFSDP in Focus for the 2023-2024 school year. TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 8/7/24*



# District Total Optional Flexible School Day Program (OFSDP) Data

District Students	Number	Percent
Graduates	124	29.88%
Continuers	189	45.54%
Drop Outs	73	17.59%
Non Drop Out Leavers	29	6.99%
Total	415	100%

101

*Data includes those students identified as OFSDP in Focus for the 2023-2024 school year.  
TEA required students to be in person to be counted as OFSDP.*

*Source: Focus Student Information Systems: Date of data pull: 8/7/24*



# OFSDP Total Minutes by Track

OFSDP Minutes by Track	Total Minutes
COC	1,633,565
EAA	2,550,455
Campus Based	36,196
Total	4,220,216

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Source: SQL 08 Report  
Date of data pull: 8/7/2024



# Next Steps

1. Questions?
2. Approval of OFSDP Application

Thank you for your ongoing support!

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# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

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

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF ARCHITECT-OWNER ROOF DESIGN AND ENGINEERING SERVICES CONTRACT BETWEEN ECISD AND BLUEFIN, LLC**

**DATE:** August 20, 2024

It is the recommendation of the administration that the Board of Trustees approve the Architect-Owner contract between Ector County ISD and Bluefin, LLC related to general replacement, roof repair and Insurance Recovery:

- Roof Design and Engineering Services
- Roof Replacement/Repairs
- Project Management Services

\*\*\*\*\*

Administrative Recommendation:

Approval of the contract between Ector County ISD and Bluefin, LLC.



# AIA® Document B104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 25 day of July in the year 2024 (hereafter, the "Effective Date")

*(Paragraph deleted)*

**BETWEEN** the Engineer's client identified as the Owner:  
*(Name, legal status, address and other information)*

Ector County Independent School District  
802 N. Sam Houston  
Odessa, TX 79761  
Telephone Number: 432.456.9719  
Fax Number: 432.456.9718

and the Engineer:  
*(Name, legal status, address and other information)*

Bluefin, LLC  
4322 N. Beltline Rd. Suite B110  
Irving, TX 75038  
Telephone Number: 214.758.0785

for the following Project:  
*(Name, location and detailed description)*

Roof Design and Engineering and Project Management Services  
Ector County ISD  
Various ECISD Campus Locations

The Owner and Engineer agree as follows.

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and Bluefin, LLC (hereinafter referred to as "Engineer") desire to enter into a contract under which Engineer will perform construction services relating the above referenced Project(s) on behalf of Owner;

WHEREAS Owner and Engineer have agreed to enter into AIA Document B104™-2017 Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Engineer on this project, Owner and Engineer hereby agree to the following amendments to the Contract:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ENGINEER'S RESPONSIBILITIES
3	SCOPE OF ENGINEER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(Paragraph deleted)*

Roof Design/Engineering and Project Management Services for Roof Replacement / Repair Projects at Various ECISD Campuses as determined and agreed to by Owner and Engineer during the term of this Agreement awarded pursuant to Ector County Independent School District Request for Qualifications for Roofing Consulting Services ("RFQ #24-10").

§ 1.2 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Engineer shall appropriately adjust the schedule, the Engineer's services and the Engineer's compensation.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

*(Paragraph deleted)*

### ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide professional services as set forth in this Agreement. The Engineer shall also comply with all provisions in Texas Administrative Code, Title 19 Section 61.1040, pertaining to services and actions required of the Engineer. Engineer, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Engineer certifies that Engineer is a registered professional architect or engineer licensed

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to practice in the State of Texas. Engineer agrees to notify Owner should Engineer's registration status change. Engineer certifies that Engineer and Engineer's employees and agents are eligible to work under federal, state and local immigration laws and regulations. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Engineer shall further, and to the extent required by 19 Texas Administrative Code Section 61.1040, provide all certifications required by Section 61.1040(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Engineer's services shall in no way alter Engineer's obligations or Owner's rights hereunder.

§ 2.2 Prior to performing Engineer's services under this Agreement, Engineer shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Engineer and Owner from claims arising out of the performance of the Engineer's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Engineer, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Engineer shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Engineer shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Engineer shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, [www.ambest.com](http://www.ambest.com), and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Engineer's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. To the extent that Engineer is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Engineer shall provide written notice to Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

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- .1 Commercial General Liability with policy limits of not less than the following amounts:  
\$1,000,000 per incident/\$2,000,000 aggregate
- .2 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):  
**Combined single limit policy in the amount of at least \$1,000,000 (one million) for Bodily Injury and Property – Each Accident.**
- .3 Workers' Compensation
  1. State: Statutory benefits. Must also comply with the provisions of **28 Texas Administrative Code § 110.110(i)**
  2. Employer Liability: \$1,000,000
- .4 Professional Liability

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\$2,000,000 per claim /\$3,000,000 per annual aggregate

.5 Umbrella Excess Liability coverage shall be:

\$10,000,000 per occurrence and in the aggregate

6. Texas Workers Compensation Insurance. Because Engineer will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Engineer or his employees providing services on a Project is required for the duration of the Project. All applicable definitions are found in 28 Texas Administrative Code § 110.110(i).

### ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in this Article 3 and include usual and customary roof engineering services and roofing consultant services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.1040 and (2) the Owner's approvals. The Engineer shall provide written notice with reasonable promptness to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information. Engineer shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Engineer of any responsibility or liability for performance of Engineer's contracted services.

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§ 3.1.2 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services including the dates of Engineer's design services and the completion of documentation required of the Engineer. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer. With the Owner's prior written approval for reasonable cause, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Engineer shall cooperate with the Owner, if necessary, in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services.

§ 3.2.2 The Engineer shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Engineer shall reach a written understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Engineer shall consider and discuss with Owner sustainable design alternatives, such as material choices, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work. The Owner may, but shall not be required to, consider and approve any sustainable design alternatives recommended by Engineer so long as such alternatives do not increase the cost of the Work. The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Engineer shall be consulted.

§ 3.2.4 Based on the Project requirements, the Engineer shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project. When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality,

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functionality of systems, maintenance costs, and usable life of materials, the Engineer shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Engineer shall submit the Design Documents to the Owner, and request the Owner's approval. Engineer shall not proceed to the Construction Documents Phase without the approval of Owner's Board of Trustees, or the Board's designee; provided, however, this approval shall not relieve Engineer of Engineer's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions. Engineer shall bear full responsibility for, and all resulting excess costs incurred by Engineer in, proceeding without required approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Engineer shall prepare for the Owner's approval Construction Documents. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Engineer concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities or materials. The Engineer shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 3.4.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Engineer's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Engineer shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project: *"By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Engineer, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract."*

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§ 3.3.2 The Engineer shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Engineer shall certify that Engineer has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, if applicable to the Project, and performed its services in accordance with the Standard of Care in executing the Construction Documents. Engineer shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance, if applicable. In executing the certifications required under the provisions of this Section, Engineer shall exercise its reasonable professional judgment and care consistent with the Standard of Care. It shall be the responsibility of Engineer to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Engineer, and shall be compensated as a Change in Service.

§ 3.3.3 The Engineer shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Engineer shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Engineer of Engineer's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, in accordance with the Standard of Care. Engineer shall bear full responsibility for, and all resulting excess costs incurred by Engineer in, proceeding without required approval.

§ 3.3.4 The Engineer, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended for the Project. If the Owner and Contractor modify AIA Document A104–2017 (or use an altogether different contract), those modifications shall not affect the Engineer's services under this Agreement unless the Owner and the Engineer amend this Agreement. While on Owner's property and throughout Engineer's services under this Agreement, the Engineer shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.4.1.2 The Engineer shall be a representative of, and shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Engineer made necessary due to Engineer's failure to discover a construction defect or nonconforming work in accordance with the Standard of Care shall be at no additional cost to Owner. Any services by Engineer made necessary by Engineer's design errors or omissions in accordance with the Standard of Care shall be at no additional cost to Owner.

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§ 3.4.1.3 Subject to Section 4.2, the Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Engineer issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

*(Paragraph deleted)*

§ 3.4.2.1 The Engineer, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time; and (6) to document progress of the Work, in written and photographic form.. On the basis of the site visits, on-site observations, or inspections by the Engineer, Engineer shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Engineer shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. Any services by Engineer made necessary due to Engineer's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Engineer made necessary by Engineer's design errors or omissions shall be at no additional cost to Owner.

§ 3.4.2.2 If requested by Owner in writing, the Engineer may provide project management as Additional Services as provided in this Agreement.

§ 3.4.2.3 The Engineer shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor

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nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

§ 3.4.2.4 The Engineer shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

§ 3.4.2.5 The Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall recommend to Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents.

§ 3.4.2.6 The Engineer shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.7 Interpretations and recommendations of the Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or recommendations rendered in good faith.

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§ 3.4.2.8 The Engineer shall promptly render initial written recommendations on Claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Engineer shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct, and deemed due and owing, in Engineer's professional opinion, within seven (7) days of receipt of Contractor's Application for Payment. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's observations and/or evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, and in Engineer's professional opinion, the quality of the Work is in accordance with the Construction Documents and Contract Documents, and that the Contractor is entitled to payment in the amount certified. If Engineer disputes the Contractor's Application for Payment in whole or in part, Engineer shall provide in writing to Owner and Contractor a detailed statement of the Engineer's reason for withholding certification in accordance with Texas Government Code §2251.042(a) and applicable sections of the AIA Document A104™-2017 for this Project. The Engineer shall maintain a record of the Applications and Certificates for Payment.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Engineer shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Engineer's design services. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the

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Engineer's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Engineer shall require Contractor to come into compliance. The Engineer shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Engineer in the Shop Drawings, Product Data and Samples. The Engineer is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Engineer. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Engineer shall review and respond to written requests for information about the Contract Documents. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. The Engineer shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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#### § 3.4.5 Changes in the Work

With notice and consent of Owner, the Engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Engineer shall maintain records relative to changes in the Work.

#### § 3.4.6 Project Completion

The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract; and issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents. For any Work that exceeds \$50,000, Engineer shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services may be required for the Project and shall be included under Basic Services. The Engineer shall provide the Supplemental Services indicated below, as needed, at no additional compensation to the Owner:

coordination of separate contractors or independent consultants, detailed cost estimates, on-site project  
(Paragraphs deleted)

representation, value analysis, preparation of as-designed record drawings, sustainable project services (if applicable for the Project).

§ 4.2 The Engineer may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Engineer shall notify the Owner. The Engineer shall not provide the Additional Services, including those listed below at section 4.2.1, until the Engineer receives the Owner's written authorization. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4.2 shall entitle the Engineer to compensation pursuant to Section 11.3.

§ 4.2.1 The Engineer shall provide the following as Additional Services: services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project

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including, but not limited to, size, quality, complexity; a significant change in the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

§ 4.2.2 The Engineer has included in Basic Services weekly visits to the site by the Engineer during construction. The Engineer shall conduct site visits in excess of that amount as an Additional Service.

*(Paragraphs deleted)*

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program as required by 19 Texas Administrative Code Section 61.1040 and any other applicable law. The Engineer shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Engineer shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 5.2 The Owner shall establish and update the Owner's budget for the Project, when required, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 Upon written request of the Engineer, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Engineer shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. The Owner may furnish services of geotechnical engineers or other consultants, when the Engineer requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports that are required by law or the Contract Documents to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Engineer or Owner, then they shall be furnished by Engineer, unless Engineer receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.6 Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service and Engineer shall have the reasonable amount of time required by Texas Government Code Chapter 2272 to cure its errors, omissions, or inconsistencies as a precondition to any dispute resolution proceeding involving Owner and Engineer. Engineer acknowledges that Engineer is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Engineer. This Section shall not relieve Engineer of any responsibility or liability for the performance of Engineer's contracted services on the Project, in accordance with the Standard of Care.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Engineer about matters arising out of or relating to the Contract Documents.

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§ 5.9 The Owner shall provide the Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Engineer access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of the Engineer's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Engineer, and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Engineer and accepted by the Owner but not constructed by the Owner. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Engineer or Engineer's consultants; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; alternate designs of the Engineer that are not constructed or accepted by the Owner; or other costs that are the responsibility of the Owner. The Cost of the Work does not include elements of the Project designed by Engineer but not accepted by the Owner. For purposes of the Engineer's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Engineer's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Engineer. For purposes of the Engineer's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Engineer, at the request of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as allowed under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, if the Engineer's design is determined to exceed Owner's budget, then Engineer agrees to redesign the Project, at Engineer's expense and as a part of Engineer's Basic Services, to meet Owner's budget.

§ 6.3 The Engineer shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Engineer shall update and refine the preliminary estimate of the Cost of the Work. The Engineer shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Engineer shall cooperate with Owner in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Engineer shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of the Owner; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Engineer, construction procurement activities have not commenced within 90 days after the Engineer submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Engineer shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project, without the Owner's knowledge and written consent. Engineer shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Engineer is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Engineer shall make appropriate written recommendations to the

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Owner to adjust the Project's size, quality or budget. Owner shall consider Engineer's recommendation, but shall decide, in its discretion, what adjustments to make.

**§ 6.6** If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal prior to commencement of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, and/or authorize a different construction procurement method, consistent with State law;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Engineer to redesign the Project to meet the Owner's budgetary, programmatic and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4 or 6.6.5, the Engineer, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Engineer's modification of the Construction Documents before commencement of the Work shall be the limit of the Engineer's responsibility under this Article 6.

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**§ 6.8** If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Engineer, in accordance with the Standard of Care, then the Engineer shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Engineer shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Engineer's negligent error or omission, in accordance with the Standard of Care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Engineer shall not be entitled to Engineer's fee for the excess Cost of the Work. Unless Engineer disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Engineer the amounts detailed above.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Engineer and the Owner warrant that in transmitting Construction Documents, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

*(Paragraphs deleted)*

**§ 7.2.** Engineer shall provide to Owner, as a "Work Made for Hire", all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Engineer and Engineer's consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter "Construction Documents", that are within Engineer's scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Engineer's Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Engineer on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Engineer without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Engineer the right to enforce Owner's copyright in the Construction Documents and agrees to reasonably cooperate with Engineer in any proceedings related to such enforcement.

**§ 7.3.** The Construction Documents may be used as a prototype for other facilities by the Owner. The Owner may elect to use the Engineer to perform the site adaptation and other professional services involved in reuse of the prototype. If

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so, then the Engineer agrees to perform the work for an additional compensation that will fairly compensate the Engineer and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different engineer to perform the site adaptation and other professional services involved in reuse of the prototype, then that engineer may use Engineer's consultants on the same basis that the Engineer would have been entitled to use them for the work on the reuse of the prototype, and such consultant will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and "as-builts" in performing its work. The Engineer will not be responsible for errors and omissions of a subsequent engineer. The Engineer shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Engineer is unable to do so. In the event of termination of this Agreement for any reason, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

§ 7.4 The Owner shall be free to use said Construction Documents for Owner's purposes, but shall not assign, delegate, sublicense, pledge or otherwise transfer said Construction Documents, including any underlying copyright or license granted herein, to another party for use by any party other than on behalf of Owner. The Owner may use the Construction Documents for future additions or alterations to this Project or for other projects constructed by Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other engineers on Owner's projects only.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by this Agreement and by Texas law, but in any case not more than 8 (eight) years after the date of Substantial Completion of the Work, unless extended in accordance with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Engineer waive causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 All claims, disputes, or matters in controversy between Owner and Engineer shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Engineer is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.1.1.2 Engineer stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 Only to the extent damages are fully covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor as amended for this Project. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Engineer waives consequential damages for claims, disputes, or other matters in question, arising out of or

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relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Engineer's opportunity to cure.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceeding, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the mutually acceptable person or entity administering the mediation. In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties' authorized representatives, if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

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§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the *(Paragraphs deleted)* parties shall submit the dispute or claim(s) to a court of competent jurisdiction.

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to nonbinding arbitration. However, neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

§ 8.2.4 Engineer stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

*(Paragraphs deleted)*

§ 8.4 INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Engineer, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Engineer, its agents, employees,

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subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ENGINEER SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ENGINEER, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ENGINEER, OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Engineer to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Engineer. THE PROVISIONS OF THIS SECTION IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

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**§ 8.5** Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**§ 8.6** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 8.4, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**§ 8.7** It is understood and agreed that Article 8 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** Suspension of Services. If the Owner fails to make timely payments for undisputed sums in accordance with this Agreement and Texas law, or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon seven (10) calendar days' written notice to the Owner, in accordance with Texas Government Code section 2251.051 et seq. Upon payment in full by the Owner for undisputed sums due prior to suspension, the Engineer shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Engineer to resume performance.

**§ 9.2** Termination of Services. If the Owner fails to make timely payments to the Engineer for undisputed sums in accordance with the payment terms herein, such failure shall be considered substantial nonperformance of this Agreement and shall be cause for termination of this Agreement by the Engineer, unless Engineer elects to suspend services in lieu of termination as provided in Section 9.1.

**§ 9.3** Set-Offs, Backcharges, and Discounts. Payment of invoices shall not be subject to any discounts or set-offs by the Owner, unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment of any invoice by the Owner to the Engineer shall be taken to mean that the Owner is satisfied with the Engineer's services to the date of invoice and is not aware of any deficiencies in those services.

**§ 9.4** Either party may terminate this Agreement upon not less than seven twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 Disputed Invoices. If the Owner objects to any portion of an invoice, the Owner shall so notify the Engineer in writing within three (3) business days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the due date of the invoice and calculated in accordance with Texas Government Code § 2251.025 or its successor.

§ 9.6 The Owner may terminate this Agreement upon not less than seven days' written notice to the Engineer for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal. If the Owner terminates this Agreement for its convenience, the Owner shall compensate the Engineer for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

*(Paragraphs deleted)*

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Engineer, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Engineer makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Engineer's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Engineer adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Engineer's services in accordance with this Section.

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion of the Project, but in no event later than five (5) years from the "Effective Date" of this Agreement.

§ 9.9 This Agreement may be terminated by Owner at any time if Engineer engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas. Mandatory and exclusive forum and venue for any dispute resolution arising out of or related to this Agreement shall be in the state district courts of Ector County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the drafter of said Modifications.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Engineer to execute certificates, the language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. The Engineer shall execute certificates or consents consistent with the Engineer's Standard of Care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

**§ 10.6** Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Engineer knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Engineer shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Engineer learns of the hazardous nature of the materials.

**§ 10.7** With prior written consent of the Owner, the Engineer may include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. However, the Engineer's materials shall not include information the Owner has identified in writing as confidential or proprietary.

**§ 10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.9** The Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's being required to certify, guarantee or warrant the existence of conditions whose existence the Engineer could not reasonably ascertain based on the circumstances present at the time of performance. The Owner also agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer's signing any certification. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

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**§ 10.10** As used herein, the word "certify" shall mean an expression of the Engineer's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Engineer.

**§ 10.10 NO LIENS.** The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

**§ 10.11 APPLICABLE LAW.** This Agreement is subject to all applicable federal and State of Texas laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

**§ 10.12 CONFLICT OF DOCUMENTS.** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.13 RELATIONSHIP OF PARTIES.** It is understood and agreed that the relationship of Engineer to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Engineer the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Engineer. Any direction or instruction by Owner or any of its authorized representatives in respect to the Engineer's services shall relate to the results the Owner desires to obtain from the Engineer, and shall in no way affect the Engineer's independent contractor status.

**§ 10.14** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

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**§ 10.15** Pursuant to Texas Education Code Section 44.034, Engineer must give advance written notice to the Owner if the Engineer or an owner or operator of the Engineer has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Engineer failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

**§ 10.16 CHILD SUPPORT.** By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**§ 10.17** By executing this Agreement, Engineer verifies that Engineer does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Engineer is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Engineer represents and warrants to the Owner that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement.

**§ 10.18** Engineer verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Engineer misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.

**§ 10.19** The Engineer verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

**§ 10.21 CRIMINAL HISTORY RECORD CHECKS:**

**§ 10.21.1** So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Engineer, its subcontractors, or any subcontracting entities who will perform the Work, Engineer shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Engineer's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Engineer. Engineer shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

**§ 10.21.2** Engineer will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Engineer receives information that a covered employee has a reported disqualifying criminal history, then Engineer will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Engineer agrees to immediately discontinue using that covered employee to provide services on Owner's Project. If Engineer has taken precautions or imposed conditions to ensure that the employees of Engineer and any subconsultant will not become covered employees, Engineer will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.21.3** For the purposes of this Section, "covered employees" means employees, agents, or applicants of Engineer who have or will have continuing duties related to the services to be performed on Owner's Project and have or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. The definition of "covered employees" does not include individuals working on the Work if the Work: (1.) does not involve the construction, alteration, or repair of an instructional facility as defined herein; (2.) involves construction of a new instructional facility and the person's duties related to other contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3.) involves an existing instructional facility and: (a.) the work area contains sanitary facilities and is separated from all

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areas used by students by a secure barrier fence that is not less than six feet in height; and (b.) the contracting entity adopts a policy prohibiting employees, contractors, and subconsultants from interacting with students or entering areas used by students, informs employees, contractors, and subconsultants of the policy, and enforces the policy at the work area. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state; or a felony violation of Texas Penal Code Section 43.24 related to the sale, distribution or display of harmful material to a minor. The term "instructional facility" means real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the state curriculum for kindergarten through grade 12.

§ 10.21.4 Engineer shall assume all expenses associated with the background checks.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Engineer's Basic Services described under Article 3 (including Supplemental Services), the Owner shall compensate the Engineer for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Engineer that a dispute exists, shall list the specific reason for nonpayment, and shall give Engineer an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.9.2.2 of this Agreement.

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*(Paragraphs deleted)* 6.5% of the Owner's budget for the Cost of Work.

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein;

*(Paragraph deleted)*

Compensation shall be paid based on the percentage of the services actually completed by Engineer. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Engineer's services in 11.5.

§ 11.2 For the following Supplemental Services, the Owner shall compensate the Engineer as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Project Management – 8.5% of Final Construction Cost Fee to be billed monthly based on construction duration as specified in Construction Documents.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Engineer as follows:  
*(Insert amount of, or basis for, compensation.)*

6.5% of the Owner's budget for the Cost of Work.

§ 11.4 Compensation for Additional Services of the Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Engineer, with no additional mark-up by the Engineer.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty-five	percent (	55	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

*(Paragraph deleted)*

§ 11.7 The hourly billing rates for services of the Engineer and the Engineer's consultants, if any, are set forth below. 123  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Engineer / Sr. Roof Consultant	\$250 / hr
Roof Consultant	\$190 / hr
Project Manager	\$150 / hr
Roof Technician	\$130 / hr
Roof Monitor / Observer	\$130 / hr
Estimator	\$120 / hr
Drafting / CADD	\$95 / hr
Clerical / Admin	\$85 / hr

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Engineer and the Engineer’s consultants directly related to the Project, as follows:

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*(Paragraphs deleted)*

Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, and reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Engineer under this Agreement;

.3 Postage, handling, and delivery of Construction Documents, other than those required to be provided by Engineer under this Agreement;

.4 Expense of overtime work requiring higher than regular rates if authorized in advance in writing by the Owner;

.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner

*(Paragraphs deleted)*

after Engineer’s provision of one artist’s rendering for the Project;

**§ 11.8.2** For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Engineer and the Engineer’s consultants.

Equipment Rental	At Cost
Subcontractors / Subconsultants	At Cost

**§ 11.9 Payments to the Engineer**

**§ 11.9.1 Initial Payment**

An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Engineer’s invoice by Owner’s designated representative. Undisputed amounts unpaid more than thirty (30) days after the Owner’s receipt of the invoice date shall bear interest at the rate entered

*(Paragraphs deleted)*

below specified by Texas Government Code § 2251.025 or its successor.

**§ 11.9.2.2** The Owner may withhold payments after appropriate notice as to the reasons for the withholding to the Engineer for the purposes of reimbursing Owner for any damages caused by the Engineer, for changes in the Cost of the Work which result in Engineer’s compensation being reduced, for Engineer’s failure to comply with the provisions of any part of this Agreement, if a claim has been filed against Engineer, or to secure performance of Engineer’s services and obligations under any part of this Agreement.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Engineer’s progress payment applications.

**§ 11.10** Engineer shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.5 RECORDS RETENTION.** Engineer shall keep all accounting and construction records on the Project for a

period of at least ten years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Engineer may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Engineer's retention under this Section.

§ 12.6 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at <https://www.tbac.texas.gov>. All work under this Agreement which involves professional engineering must be in compliance with the Texas Engineering Practices Act (Texas Occupations Code, Chapter 1001).

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument signed by both the Owner's designated representative and Engineer.

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§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as amended for this Project;
  
- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*
  
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*  
AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended for this Project and incorporated herein by reference.

Ector County Independent School District Request for Qualifications for Roofing Consulting Services ("RFQ #24-10")

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Dr. Scott Muri ECISD Superintendent of  
Schools

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ENGINEER** (Signature)

Miah Dancy Chief Operating Officer

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



## **BOARD OF TRUSTEES**

**SUBJECT:** Consent Agenda

**PRESENTED BY:** Dr. Scott R. Muri

### **BACKGROUND INFORMATION:**

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

### **ADMINISTRATIVE RECOMMENDATION:**

Approval of the Consent Agenda.



## **REQUEST FOR APPROVAL OF MINUTES OF MEETINGS**

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

- May 21,2024 – Regular Board Meeting
- June 11, 2024 – Board Workshop Meeting
- June 18,2024 – Regular Board Meeting
- July 11,2024 – Special Board Meeting – Level III Grievance Hearings

**AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON MAY 21, 2024, 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  
Robert 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, Kevin Enriquez, Michael Nunez, Christopher Salcido, Anthony Reed, Pat Jones, Alexandra Becerra Nieto, Stephanie wright, Christina Salinas, Yadiel Hernandez, Giselle Rodriguez, Karl Miller, Kristen Vesely, Liz Garcia, Aaron Hawley, Shannon Davidson, Mary Jane Hutchins, Kasey Gullett, Anika Gundlapalli, Oscar Saenz, Vanessa Brower, Betsabe Salcido, Tommy & Betsy Rhodes, Joel Ramos, Rohan reed, Georgina Figueroa, Kubra Kook, Adrian Rodriguez, Eva Herrera, Sara Moore, Sophia Robles, Lexie Arroyo, Martha Burrola, Steve Moss, Jamie Hubbard, Albessa Chavez, Eliseo Gomez, Sandra Talavera, Rita Lopez, Mary Franco

**26716** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**26717** **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.

**26718** **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Lamar Early Education Center Students Juliana Gonzales and Rafael Guerrero.

**26719** **Invocation:** The Invocation was led by Reverend Steve Moss, First Methodist Church.

**26720** **Special Presentations:**

Mike Adkins announced a change to the Special Presentations to include an Announcement of NTO's 3<sup>rd</sup> Place finish in National Academic Decathlon.

**Announcement of NTO's 3<sup>rd</sup> Place Finish in National Academic Decathlon:**  
We are excited to update you on the progress of our outstanding team from New Tech Odessa.

In March, we proudly announced that these bright young men and women had advanced to the State Academic Decathlon meet, finishing third in the state and earning an invitation to the national competition. Tonight, we are thrilled to share that they have finished third in the nation! Individually, Rohan Reed won two silver medals and one bronze; Kevin Enriquez won two golds; Eva Herrera won a bronze; and Yadiel Hernandez earned a silver medal. Congratulations to the NTO Academic Decathlon team!

Coaches: Damian Gaytan and Georgina Figueroa...team members: Adrian Rodriguez, Joel Ramos, Alexandra Becerra-Nieto, Rohan Reed, Kevin Enriquez, Eva Herrera, Yadiel Hernandez Rodriguez, Michael Nunez, and Christopher Salcido.

**Announcement of ECISD Memorial Scholarship Recipients:** Following the tragic shootings in August 2019, our school district established the Memorial Scholarship Fund as a vehicle to receive memorial or honorary donations from community members that would then be awarded as scholarships to graduating seniors. Students apply for the scholarship and each campus has a committee to review then select the recipients.

Memorial Scholarship Fund Recipients – 2024

G.H.W.B. New Tech Odessa, Kubra Kocak – University of Texas, Pharmacy

OCTECHS, Arlynn Villarreal – Texas Tech University, Business

Odessa Collegiate Academy, Giselle Rodriguez – UTPB, Business Management

Odessa High School, Sydney Dutchover – UTPB, Mechanical Engineering

Odessa High School, Jacqueline Marquez – Baylor University, Pre-med Pediatrics

Odessa High School, Tate Stell – Texas A&M University, Civil Engineering

Permian High School, Giancarlo Garcia – University of Texas San Antonio, Kinesiology

Permian High School, Edith Lopez Gutierrez – UTPB, Biology

Permian High School, Ivania Montesino Rios – UTPB, Psychology

**Recognition of a Variety of State Qualifiers:** Chief Communications Officer Mike Adkins introduced the State Qualifiers in VASE, Gymnastics, Track, Athletic Training, Speech & Debate, Powerlifting, Student Council, UIL Academics, and Culinary Arts through a video presentation.

State VASE: [17 qualified; 7 scored a 4 (33,127 total entries statewide), 2,342 pieces qualified for State; 1,418 earned a medal at State]

PHS | Kylee Folk

NTO | Maya Galvan

OCTECHS | Alexa Rangel and Katarina Nunez

OCA | Danielle Elnar, Brianna Acuna, Bianca Ojeda, Lyndee Benavidez, Seth Borgman, Nathaniel Carrasco, Alexis Knight, Alejandra Nunez, Erva Ozturk, Darianna Pando, Jimena Villalba Dominguez, Bailey Wimberly, and Zadi Zapata.

Permian HS Boys' Gymnastics Team: (7) 7<sup>th</sup> in the State

Permian HS Track: (1) Alivia Rivera Norman, 100m hurdles & 300m hurdles

Odessa HS Athletic Trainers: (5) Arianna Avalos, Deandra Garcia Bass, Jesse Valerio, Khloe Mendoza, and Michelle Villegas

Permian HS Athletic Trainers: (6) Amaya Burns, Presley Kennedy, Addison Sheehan, Madison Franco, Zianna Venzor, Gabriella Rodarte, and Gideon Hook

Permian HS Speech & Debate: (2) Sinitha Cope and Ashley Sisneros, National Speech/Debate in June

OHS Girls' Powerlifting: (3) Nohemi Acosta Nave - 242lb weight class 8<sup>th</sup> place, Celina Lugo - 97lb weight class 16<sup>th</sup>, Nana Ampen - 165 lb. weight Class, They all PR'd.

PHS Girls' Powerlifting: (4) Rochely Banuelos 132 lb. weight class, Jaizlyne Kuhlmann 198 lb., Jocelyn Sandoval 123 lb., Serenity Gildon 220 lb.

PHS Boys' Powerlifting: (1) Andre Quiroz 123 lb. class

Odessa HS Student Council: (12) Mikayla Rodriguez, Yaralih Mariscal, Yazmine Mariscal, Natalie Ramos, Sydney Dutchover, Anahi Franco, Yamilet Flotte, Xavier Bustillos, Jesus Dominguez, Santiago Garcia, Joel Avitia, and Rafael Robles

UIL Academics: (1) PHS Kate Pursley, Headline Writing 4<sup>th</sup> place in state (second year in a row)

Culinary Arts BBQ Teams: (13) BBQ Barbarians and Meat the Flintstones  
Mikal Kahm, Adam Lopez, James Skiles, Brandon Lopez, Kayden Freeman, Manual Ponce, Adriel Samaniego, Alexa Soto, Juanita Russell, Brenda Roman, Marilyn Aguilar, Sariaha Cooper, Madosyn Campbell, and Chef Christina Acosta

Beans: BBQ Barbarians 14<sup>th</sup>, Chicken: Meat the Flintstones 3<sup>rd</sup>, BBQ Barbarians 15<sup>th</sup>, Ribs: BBQ Barbarians 1<sup>st</sup>, Brisket: BBQ Barbarians 20<sup>th</sup>, Overall: BBQ Barbarians 8<sup>th</sup>

**Introduction of High School Valedictorians and Salutatorians:** Introduction of the High School Class of 2024 Valedictorians and Salutatorians by respective principal from G.H.W.B. New Tech Odessa, OCTECHS, Odessa Collegiate Academy, STEM Academy, Odessa High School, and Permian High School:

**G.H.W.B. New Tech Odessa**

Kubra Kocak, *Valedictorian*

Sophia Robles, *Salutatorian*

**OCTECHS**

Lexie Arroyo, *Valedictorian*

Arlynn Villareal, *Salutatorian*

**Odessa Collegiate Academy**

Pranay Patel, *Valedictorian*  
Sarah Hubbard, *Salutatorian*

**STEM Academy**

Abigail Paredes, *Valedictorian*  
Forrest Harlow, *Salutatorian*

**Odessa High School**

Anika Gundlapalli, *Valedictorian*  
Lesly Pallares Gardea, *Salutatorian*

**Permian High School**

Sapna Yadalla, *Valedictorian*  
Cristian Rodriguez, *Salutatorian*

**26721** **Opening Remarks by Superintendent:** In his opening remarks, Superintendent Dr. Scott Muri reminded the Trustees that only two days remain until the end of the school year. He showcased a recent USA Today article highlighting Pease Elementary's innovative use of technology to advance student learning. As a bonus, the article included a picture of one of our students. Lastly, he announced that ECISD has been named one of 25 semi-finalists for H-E-B's Excellence in Education Award, selected from 1,900 entries, and awarded a \$1,000 prize.

**26722** **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.

**Bond 2023**

**26723** **Bond 2023 Update:** Deborah Ottmers, Chief Financial Officer and Dr. Anthony Sorola, Associate Superintendent of Operations provided the Board of Trustees with an update on the progress of Bond 2023 projects. Last week, the school district took possession of the land that will become the site of the new Career & Technical Education High School. The 37-acre parcel valued at more than \$2.8 million was donated by Grow Odessa. The CTE high school planning committee has now met four times, the most recent on April 23, 2024 and has made site visits to CTE Centers in Abilene and Hobbs, New Mexico. Trustees then received a report on the site visit made by our middle school planning committee. A group of 10 traveled to Lewisville to see Griffin Middle School, designed by PBK, the same architecture firm that will be designing ECISD's new middle school. On April 19, representatives from Parkhill visited Odessa to see the Transportation Center (both the existing bus barn and the property for the new facility) and the auditorium at Permian High School which will be completely renovated.

In the first completed portion of the bond, all of the middle school tennis courts have been resurfaced and are ready for the fall tennis season. Looking at the budget, a little more than \$4.3 million has been spent (1% of the total bond) and about \$22.7 million is encumbered (meaning purchase orders have been issued; 5% of the total bond). The first round of bonds was offered to investors on May 14, 2024. All bonds were sold with an average interest rate of 3.77% which is below the estimated (3.84) rate presented to the board in the preliminary financing plan in March. Due to the lower interest rate than anticipated, the payments are expected to be nearly \$3 million less over the life of the bonds. Good news for local taxpayers. A second bond sale will take place on June 5, 2024. A Request for Qualifications for a Third-Party Oversight firm has now closed and a recommendation is expected in June. ECISD Operations is also working with Gordian on contract language for Priority I and Priority II items, with Gordian performing a skilled trade vendor outreach.

No action required.

**26724** **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000:** Moved by Miller, seconded by Woodall to approve the Bond Purchases over \$50,000 as presented. The three items on this list are \$4.8 million for geotechnical and materials testing services for the current and future builds ECISD may have for Bond 2023 projects, and \$800,000 for the purchase of property on South Tripp Avenue for the new middle school. The district is purchasing two additional acres for the middle school project, and, \$5.9 million for Construction Manager at Risk to manage the construction projects, and to act as consultant during the design and planning phase.

Motion unanimously approved.

**26725** **Discuss and Consider Adoption of a Resolution Authorizing the Replacement of the Bank of New York Mellon Trust Company, N.A., as Paying Agent/Registrar for the Ector County Independent School District's Outstanding Debt Obligations and the Appointment of a Successor Paying Agent/Registrar for Such Debt Obligations:** Moved by Thayer, seconded by Woodall to Adopt a Resolution Authorizing the Replacement of the Bank of New York Mellon Trust Company, N.A., as Paying Agent/Registrar for the Ector County Independent School District's Outstanding Debt Obligations and the Appointment of a Successor Paying Agent/Registrar for Such Debt Obligations as presented.

Motion unanimously approved.

**26726** **Discussion of and Request for Approval of Architect-Owner Contract for Bond Program Construction between ECISD and JSA Architects:** This item was pulled from the agenda due to the contract not being completed.

No action taken.

**26727** **Discussion of and Request for Approval of Architect-Owner Contract for Bond Program Construction between ECISD and DLR Group:** Moved by Brown, seconded by Hawkins to approve Architect-Owner Contract for Bond Program Construction between ECISD and DLR Group as presented.

Motion unanimously approved.

**Action Items**

**26728** **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Abalos, seconded by Thayer to approve Purchases over \$50,000 as presented.

Motion unanimously approved.

**26729** **Discussion of and Request for Approval of 2023-2024 Budget Amendment #8:** Moved by Brown, seconded by Woodall to approve the 2023-2024 Budget Amendment #8 as presented.

Motion unanimously approved.

**26730** **Discussion of and Request for Approval of 2024-2025 Compensation Plan:** Moved by Abalos, seconded by Miller to approve the 2024-2025 Compensation Plan as presented.

Motion unanimously approved.

**26731** **Discussion of and Request for Approval of Economics/Personal Financial Literacy Textbook Adoption:** Moved by Abalos, seconded by Thayer to approve the Economics/Personal Financial Literacy Textbook Adoption as presented.

Motion unanimously approved.

**26732** **Discussion of and Request for Approval of 2023-2024 Academic Calendars Revision 2:** Moved by Woodall, seconded by Miller to approve the 2023-2024 Academic Calendars Revision 2 as presented.

Motion unanimously approved.

**26733** **Discussion of and Request for Approval of 2024-2025 Gifted and Talented Plan and Presentation Update of Advanced Academic Services:** Moved by Brown, seconded by Woodall to approve the 2024-2025 Gifted and Talented Plan and Presentation Update of Advanced Academic Services as presented.

Motion unanimously approved.

**26734** **Discussion of and Request for Approval to Endorse Board of Trustee Dr. Steve Brown to Fill a Position on the TASB Board of Directors:** Moved by Abalos, seconded by Thayer to Endorse Board of Trustee Dr. Steve Brown to Fill a Position on the TASB Board of Directors as presented.

Motion unanimously approved.

**26735** **Discussion of and Request for Approval of Non-Renewal of Multi-Year Contracts Due to Lack of Funding:** Moved by Thayer, seconded by Woodall to approve the Non-Renewal of Multi-Year Contracts Due to Lack of Funding as presented.

Motion unanimously approved.

**26736** **Consent Agenda:** Moved by Brown seconded by Miller 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 Quarterly Investment Report
- E. Request for Approval of Permian HS Debate Students Out-of-State Travel to Des Moines, Iowa
- F. Request for Approval of Culinary Arts High School Students Out-of-State Travel to Italy, France & Spain

Motion unanimously approved.

#### **Report/Discussion Items**

**26737** **Strategic Plan Quarterly Board Update:** Superintendent of Schools Dr. Scott Muri along with Associate Superintendent of C & I Dr. Lilia Nández, Executive Director of Human Resources Dr. Matthew Spivey, and Director of Federal & State Programs Manuel Escajeda presented this item for discussion. This presentation focused on two specific projects: (1) Strategic Staffing, (2) and Professional Learning Communities.

First, *Strategic Staffing* which is creating the best ways to utilize our people and our resources to serve our students. ECISD has many first-of-its-kind talent development pipelines (for teachers, principals, counselors, and diagnosticians) to go along with stackable incentives that help recruit, retain, and reward our staff.

Second, *Professional Learning Communities (PLCs)* are teachers deeply discussing students and their data to learn strategies from each other to reach students, support their learning gaps, and increase achievement. PLCs are how ECISD does business. Third, *High Dosage Tutoring* gives identified students access to a personal, online tutor throughout the year. The partnerships use outcomes-based contracts, meaning the tutoring companies earn more when students achieve more.

No action required.

**26738** **Budget Update Discussion:** Chief Financial Officer Deborah Ottmers presented this item for discussion.

Trustees continued their discussion of the budget for the 2024-25 school year. ECISD is in the same position as school districts across Texas, cutting budgets due to the Texas Legislature's inaction regarding school funding during the last legislative session. The state has not increased the basic allotment for public education since 2019 while costs have risen dramatically. Money is available and set aside for public education, but it has not been distributed. Legislators will not meet again until January 2025, so Trustees must consider that it looks like schools will wait until next summer to learn if public education will receive new funding. At this time, the proposed revenues for 2024-25 are some \$337,050,000. The district is estimating the same student enrollment and the same tax rate (\$1.014). Leaders have anticipated a deficit of \$12 million and have been reviewing all aspects of district operations to reduce the expenses for next year. The required budgets will be adopted next month.

No action required.

- 26739** **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 Murry Fly Elementary and the Principal at Odessa High School.)  
**Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]:**

Board President Christopher Stanley convened the Board of Trustees to closed session at 8:42 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:48 p.m.

- 26740** **Request for Approval of Recommendation to Hire Principal at Murry Fly Elementary School:** Moved by Woodall, seconded by Brown to approve the hiring of Christina Salinas as the Principal at Murry Fly Elementary School as presented.

Motion unanimously approved.

- 26741** **Request for Approval of Recommendation to Hire Principal at Odessa High School:** Moved by Miller, seconded by Woodall to approve the hiring of Hector Limon as the Principal at Odessa High School as presented.

Motion unanimously approved.

- 26742** **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchases over \$50,000 Informational Report and Routine Personnel Report.

**26743** **Closing Remarks by the Superintendent:** There were no closing remarks.

**26744** **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:50 p.m.

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**Board President**  
*Christopher Stanley*

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**Board Secretary**  
*Tammy Hawkins*

**AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., JUNE 11, 2024, 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. Lilia Náñez, Deborah Ottmers, Dr. Keeley Boyer, Dr. Anthony Sorola, Alicia Syverson, Dr. Kellie Wilks

**Others:** Tatiana Dennis, Michael Hawley, Lisa Wills, Andrea Moreno-Hewitt, A. Feliz Abalos, Ryan Merritt, Christopher Bartlett, Peggy Dean, Lorraine Perryman, Ray Perryman, Mariann Bagley, Sarah Hawkins, Betsy Triplett-Hurt, Dustin Fawcett, Robin Fawcett, Matthew Spivey, Mark Gabrylczyk, Tracey Borchardt, Rita Lopez, Sandra Talavera, Mary Franco

**26745** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**26746** **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.

**26747** **Opening Remarks by Superintendent:** In Dr. Muri's opening remarks, he talked about making two special trips to the sites for the new middle school and the new Career & Technical Education facility. The two properties are now officially owned by ECISD, and signs are up announcing this. He also delivered exciting news that ECISD's latest graduation rate is up two points from one year ago to 85.7% and that is the highest mark in at least 22 years. He reminded Trustees graduation rate lags by a year, and this official figure from the state is for the Class of 2023.

**26748** **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)*

In public comment, Peggy Dean, Mariann Bagley, and Betsy Triplett-Hurt all spoke in support for Delma Abalos for president of the school board, highlighting her years of service to ECISD and the board's regular succession plan as reasons for her election as president for the 2024-2025 school year.

*(At the request of Board Member Delma Abalos, Action Item 6.A was moved for discussion and action immediately following Public Comment.)*

*A five-minute recess was taken to collect and tally the ballots.*

**Action Items**

**26749 Discussion of and Request for Approval of Reorganization of Board of Trustees Naming President, Vice-President and Secretary:** The Texas Education Code, Section 11.061(C) requires that each school board "organize at the first meeting after the election and qualification of trustees." Trustees submitted the following nominations for the official voting ballot.

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

Delma Abalos	Three (3) Votes
Chris Stanley	Four (4) Votes

Moved by Brown, seconded by Thayer to approve Chris Stanley as elected by majority vote to serve as the 2024-2025 Ector County ISD Board President.

For:	Against:
Brown	Abalos
Hawkins	Miller
Thayer	
Stanley	
Woodall	

Motion carried.

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

Tammy Hawkins	Five (5) Votes
Dawn Miller	Two (2) Votes

Moved by Woodall, seconded by Thayer to approve Tammy Hawkins as elected by majority vote to serve as the 2024-2025 Ector County ISD Board Vice-President.

For:	Against:
Brown	Abalos
Hawkins	Miller
Thayer	

Stanley  
Woodall

Motion carried.

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

Delma Abalos	Zero (0) Votes
Steve Brown	Six (6) Votes
Robert Thayer	One (1) Vote

Moved by Hawkins, seconded by Thayer to approve Steve Brown as elected by majority vote to serve as the 2024-2025 Ector County ISD Board Secretary.

For:	Against:
Brown	Abalos
Hawkins	Miller
Thayer	
Stanley	
Woodall	

Motion carried.

**Report/Discussion Items**

**26750** **PBK Architects Design Update:** Superintendent of Schools Dr. Scott Muri opened this item for discussion. PBK Design Director Daniel De La Garza provided Trustees with an update on the design for the new middle school. Regarding the project's scope and sequence, the school will serve approximately 1,000 students; there is an overall projected budget of \$120 million, \$90 million for construction; groundbreaking is planned for January 2025 with an opening in August 2026; a community committee has discussed goals, explored some design concepts, and visited an existing middle school – Griffin MS in Lewisville – that was designed by PBK, and are now taking the feedback received to fit that concept into a plan that fits ECISD's needs. Architects also reviewed the site plan showing how the school could best fit on the property on S. Tripp Avenue, for instance the main entrance would face west, the classroom wing would face north and south for the best natural lighting, and extra-curricular fields and practice areas on the eastern/southern sides of the school building. Trustees viewed digital renderings of different points of view of the design. The floor plan is a two-story concept, similar to the style of the three newest elementary schools (Buice, Downing, and West) with classrooms on two floors on one end of the building and athletics, fine arts, and CTE spaces on one floor on the other end. The cafeteria and a school hub sit in the middle of the building, with a media center in between the first-floor academic area and the administrative offices. Trustees discussed the design at length with representatives from PBK.

No action required.

**26751** **Discussion of Resolution of the Board to Lease or Allow for a Purpose other than a District Purpose of any Unused or Underused District Facility:** Associate Superintendent of Student & School Support Alicia Syverson presented this item for discussion. This resolution would allow ECISD to partner with an outside organization to use part of the Travis Elementary School building for a high-quality daycare facility. Texas Education Code allows a school district to lease or allow use of an unused or underused facility for a purpose other than a district purpose. In March, Trustees voted unanimously to establish an attendance boundary for Zavala Elementary that will include students who attended Travis Elementary. As a result, Travis will be repurposed. Trustees have identified a need for a high-quality childcare provider for the Ector County community. Statistically, several zip codes in Ector County are considered Childcare Deserts due to lack of high-quality childcare centers for the number of children ages 0-5 in that area. This resolution, if approved, will establish the parameters of any future agreement to use Travis Elementary for this purpose.

No action required.

**26752** **Spring 2024 MAP Assessment Presentation:** Associate Superintendent of C & I Dr. Lilia Náñez presented an update on Spring 2024 MAP Assessment for discussion. MAP stands for Measure of Academic Progress; it is an assessment given three times to measure a student's growth from beginning to end of the school year, this update will show growth for students from Fall 2023 to the Spring 2024 for English Language Arts and Reading (ELAR), Math and Science. The MAP assessment measures student growth in comparison to projected growth standards. In ELAR, six grade levels (K, 2, 8, 10, 11, & 12) met or exceeded the growth projections, even as the bar was raised from last year to this year. In Math, which is administered kindergarten through 8th grade, four grade levels (K, 1, 2, 3, & 4) met or exceeded projected growth. In Language in high school, three grade levels (9, 11, & 12) met or exceeded projected growth. In Science, administered 3rd through 8th, four grade levels (3, 4, 5, & 8) met or exceeded projected growth. The work now is to dig into these results to discover causes for individual grade levels missing the targets.

No action required.

**26753** **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 employee of the District or hear a complaint or charge against an officer or employee.]** (The Board of Trustees will deliberate on the hiring of a Principal at San Jacinto Elementary). **Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]:**

Board President Christopher Stanley convened the Board of Trustees to closed session at 7:54 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:06 p.m.

**26754** **Closing Remarks by Superintendent:** In his closing remarks, Dr. Muri announced Sam Martinez as the new principal at San Jacinto Elementary. He has been the principal at Fly Elementary for the past eight years. He announced his intention to retire at the end of this school year, however, he reconsidered and is being placed at San Jacinto.

**26755** **Adjournment:** Christopher Stanley Board President, adjourned the Board meeting at 8:06 p.m.

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**Board President**  
*Christopher Stanley*

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**Board Secretary**  
*Dr. Steve Brown*

**AT A REGULAR MEETING AND PUBLIC HEARING FOR ADOPTION OF 2024-2025 OFFICIAL BUDGET OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., June 18, 2024, 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, Deborah Ottmers, Dr. Anthony Sorola, Dr. Kellie Wilks

**Others:** Tatiana Dennis, Aaron Hawley, Senyda Huertas, Sara Moore, Jieun Pando, David Hernandez, Teri Michael, Rico Enriquez, Taylor Roy, Ryan Merritt, Matthew Spivey, Sam Magallan, Albessa Chavez, Jerry Mahana, Margarita Acosta, Raquel Rodriguez, Andrea Berndt, Tracey Borchardt, Krystan Nall, Andrea Hewitt, Max Hewitt, Lisa Wills, Abigail Trejo, Robert Trejo, Ruth Campbell, Rita Lopez, Mary Franco

**26756** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**26757** **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.

**26758** **Pledge Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Camp SIP Students Ava Loera and Hailey Vesely.

**26759** **Invocation:** The Invocation was led by Deacon Alfonso Moreno, St. Joseph Catholic Church.

**26760** **Special Presentations:**

**Recognition of Teacher Incentive Allotment Level Up Teachers:** Chief Communications Officer Mike Adkins introduced the TIA “Level Up” Teachers. The Teacher Incentive Allotment was created by the Texas Legislature in 2019 to help attract and retain highly effective teachers. Allotment amounts are based on the level of academic growth these teachers’ students attain, the teacher’s performance and the school’s percentage of socio-economically disadvantaged students. ECISD teachers earned an incredible \$3.1 million TIA money this year.

There are 3 levels of designations – Recognized, Exemplary and Master. The group introduced “Leveled Up” (improved) their designation from a year ago. There are 28 in the group, with more than \$345,000 in TIA awards.

Austin Montessori  
Amy Richter

Nimitz Middle School  
Melodi Rivera

Cameron Elementary  
Jennifer Hernandez  
Chon Lee  
Karina Ligon  
Ramona Mata  
Teri McLeod  
Griselda Muniz

Noel Elementary  
Laura Roman  
Sheila Wilson

Odessa Collegiate Academy  
Lydia Roundtree

Dowling Elementary  
Whittney Neemar

Odessa High School  
Amy Pena

Fly Elementary  
Jacqueline Hernandez Garcia

Pease Elementary  
Maria Gonzales  
Selena Baeza

Hays Elementary  
Erika Pocaterra  
Ashley Rojo

Reagan Elementary  
Maria Fierro  
Johana Gonzales  
Brittany Looney

LBJ Elementary  
Madison Ross

Ross Elementary  
Andrea Berndt  
Maddison Jones

Milam Elementary  
Laura Coello

West Elementary  
Sara Burton  
Victor Galvan Guzman  
Elizabeth McNabb

Nine (9) ECISD teachers earned more than \$100,000 this year. Fifteen (15) others earned between \$90,000 - \$100,000. This is due to TIA awards, Opportunity Culture incentives or other ‘stackable’ stipends like those given for master’s degrees or bilingual/science/math certifications.

When you consider ECISD has the highest starting teacher salary in this region, stackable incentives like the ones mentioned here, and the partnership-funded opportunity to embark on National Board Certification, Ector County ISD has shown to be a school district where teachers can challenge themselves, sharpen their skills, take on leadership roles, grow their professional careers, and earn significant money.

**26761** **Opening Remarks by Superintendent:** In his opening comments, Superintendent Dr. Scott Muri congratulated the teachers recognized during the special presentation, calling it a proud moment for our district. He also congratulated the Board of Trustees who had just returned from San Antonio having been honored by the Texas Education

Agency's System of Great Schools Network for the Innovative, Strategic Human Capital work.

**26762** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)* The following seven citizens participated during this portion of the meeting.

There was no public comment.

### **Bond 2023**

**26763** **Bond 2023 Update:** Chief Financial Officer Deborah Ottmers and Associate Superintendent of Operations Dr. Anthony Sorola provided the Board of Trustees with an update on the progress of Bond 2023 projects.

The CTE Center Advisory Committee met most recently on May 30 and after having reviewed a number of different design possibilities ultimately settled on a recommendation of a plan that would cover approximately half of the 37-acre site with career and technical programs of study on the ground floor, and the second floor being primarily for general education classes for the 400 high school students attending the campus full-time.

In May, ECISD officially took ownership of the property where the CTE Center will be located and a "Future Site of New CTE Center" sign is now visible on E. Murphy Street near the intersection at Meadow. The design of the new middle school is also progressing quickly. PBK architects presented several design options to the middle school committee and to school district departments like School Nutrition and Fine Arts. At the school board's workshop on June 11, Trustees weighed in on the design, offering more feedback. "Future Site of New Middle School" signs are up on S. Tripp Avenue designating the land now owned by ECISD where the school will sit.

Trustees learned a second project is now complete – more than 840 interactive flat panels have been installed in classrooms across 38 campuses replacing traditional mounted projectors and touch screens.

ECISD's Operations Department met with Gordian on June 10 to review job order contracting in preparation to begin Priority 1 & 2 projects. The first meeting between DLR architects and a local planning committee took place on June 12 to begin work on the new Transition Learning Center. An overview of bond financials showed about 1% of bond proceeds have been spent (approximately \$4.4 million), with about 5% having now been designated for specific work (about \$22.6 million).

The second round of bond sales occurred on June 5 with high investor interest. Nearly \$216 million in orders were placed for the \$99.5 million of variable rate bonds to be sold. All were successfully sold with an initial interest rate of 3.62%, about .12% above the estimated rate presented to the board in the preliminary finance plan in March.

Looking ahead, ECISD Fine Arts will be ordering instruments for mariachi, elementary and middle school bands. To date, Fine Arts has ordered 286 instruments to benefit all high school and middle school band and orchestra programs plus the harp program and middle school choirs.

ECISD Athletics is planning for the installation of lights at Odessa High and Permian High.

Finally, a series of eight Requests for Proposals will go out next week for projects such as roofing, plumbing, weatherproofing and more.

No action required.

**26764** **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000:** Moved by Brown, seconded by Woodall to approve the Bond Purchases over \$50,000 as presented. The single item on this list is \$4,891,322 to CDW-G for the refresh of surveillance cameras on campuses and in other district facilities.

Motion unanimously approved.

**26765** **Discussion of and Request for Approval of Architect-Owner Contract for Bond Program Construction between ECISD and Parkhill for a new Agricultural Farm Facility:** Moved by Thayer, seconded by Woodall to approve the Architect-Owner Contract for Bond Program Construction between ECISD and Parkhill for a new Agricultural Farm Facility as presented.

Motion unanimously approved.

**26766** **Discussion of and Request for Approval of Construction Manager at Risk Contract and General Conditions of the Contract for Construction between ECISD and Teinert Construction for a Middle School:** Moved by Thayer, seconded by Woodall to approve the Construction Manager at Risk Contract and General Conditions of the Contract for Construction between ECISD and Teinert Construction for a Middle School as presented.

Motion unanimously approved.

**26767** **Discussion of and Request for Approval of Construction Manager at Risk Contract and General Conditions of the Contract for Construction between ECISD and Teinert Construction for a CTE High School:** Moved by Miller, seconded by Brown to approve the Construction Manager at Risk Contract and General Conditions of the Contract for Construction between ECISD and Teinert Construction for a CTE High School as presented.

Motion unanimously approved.

**26768** **Discussion of and Request for Approval of Construction Manager at Risk Contract between ECISD and Teinert Construction for Permian High School Auditorium Renovation:** Moved by Miller, seconded by Brown to approve the Construction Manager at Risk Contract and General Conditions of the Contract for Construction between ECISD and Teinert Construction for Permian High School Auditorium Renovation as presented.

Motion unanimously approved.

**26769** **Discussion of and Request for Approval of Master Agreement for Program Management Services for Bond Program Construction Projects between ECISD and Gallagher Construction Company, LP:** Moved by Thayer, seconded by Woodall to approve the Master Agreement for Program Management Services for Bond Program Construction Projects between ECISD and Gallagher Construction Company, LP as presented.

For:	Against:
Brown	Abalos
Hawkins	Miller
Stanley	
Thayer	
Woodall	

Motion carried.

### **Public Hearing**

**26770** **Public Hearing for Adoption of 2024-2025 Official Budget:** Trustees held a public hearing for the adoption of the 2024-25 budget. A school board in Texas is legally required to approve three separate budgets: General Fund revenue budget which is projected to be \$337,248,000; Debt Service revenue budget projected at \$46,249,195; and School Nutrition balanced revenue and expenditure budget at \$20,277,315.

The General Fund budget was built around the school board's budget goals: retain high quality programs, retain high quality employees, a maximum of a \$12 million General Fund deficit budget, while keeping 90 days of available fund balance, school safety and facility improvements, equity weighted strategic campus staffing and funding allocations to support special education, economically disadvantaged and English language learners, and compensation increase or one-time incentive.

The General Fund is based on current appraisal district estimates for Ector County, current school finance laws, expected enrollment of 33,500 students, and a projected attendance rate of 88%. Projected expenses are slightly more than \$349 million, creating a deficit of almost \$12 million. The largest expense by object is employee payroll (78%). The largest expenditure by function is Instruction (57%).

As discussed in previous meetings, concern over funding for public education for this year and next year made Trustees hesitant to add raises to an already tight budget. Instead, Trustees approved a one-time retention incentive of approximately 3% for full-time employees who return to ECISD for the 2024-25 school year. It will come at a cost of about \$6 million. Remaining ESSER 3 federal funds will help allow ECISD to do this for its employees by freeing up fund balance for this incentive. The incentive will be about the size of a typical raise – the average teacher will see about \$1,950 and the average hourly employee will see about \$930; the minimum any employee would get is \$500. This incentive will be paid in the fall, and some part-time employees are not eligible for it.

There is no change anticipated for the tax rate, which is proposed to remain the same: \$.75960 for Maintenance & Operations + \$.25440 for Debt Service = \$1.01400 total tax rate.

- The total tax rate is the same as the prior year
- The M&O tax rate is the same
- The I&S tax rate is the same
- The total tax rate is at or below the voter approval rate
- The total tax rate is at or under the maximum tax rate allowed without a tax rate election
- The M&O tax rate is at or below the voter approval/rollback/no new revenue tax rate
- The I&S tax rate is at or below the allowable to cover bond cost

The Board of Trustees will officially adopt the tax rate in September.

Immediately following the presentation, Board President Christopher Stanley declared the Public Hearing on the proposed 2024-2025 Budget **open**.

There was no public comment.

Board President Christopher Stanley declared the Public Hearing on the proposed 2024-2025 Budget **closed**.

No action required.

### Action Items

**26771** **Adoption of 2024-2025 Official Budget**: Moved by Abalos, seconded by Miller that the Board of Trustees approve the Adoption of the 2024-2025 Official Budget as presented in accordance with The Texas Education Code Section 44 and the Texas Tax Code Chapter 26. The Official Budget includes the General Fund, the School Nutrition Fund, and the Debt Service Fund.

Motion unanimously approved.

**26772** **Discussion of and Request for Approval of Resolution to Calculate the Property**

**Tax Rates**: Moved by Thayer, seconded by Woodall to approve Resolution to Calculate the Property Tax Rates as presented.

Motion unanimously approved.

**26773 Discussion of and Request for Approval of 2023-2024 Budget Amendment #9**: Moved by Woodall, seconded by Hawkins to approve the 2023-2024 Budget Amendment #9 as presented.

Motion unanimously approved.

**26774 Discussion of and Request for Approval of Resolution Committing Fund Balance in Accordance with GASB 54**: Moved by Abalos, seconded by Woodall to approve the Resolution Committing Fund Balance in Accordance to GASB 54 as presented.

Motion unanimously approved.

**26775 Discussion of and Request for Approval of Purchases over \$50,000**: Moved by Abalos, seconded by Miller to approve the Purchases over \$50,000 as presented.

Motion unanimously approved.

**26776 Discuss and Consider Board Approval of a Delegate and Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly**: Moved by Hawkins, seconded by Woodall to approve Dawn Miller as Delegate and Robert Thayer as Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly as presented.

Motion unanimously approved.

**26777 Discussion of and Request for Approval of the 2024-2025 Student Code of Conduct and Revisions to the Student Handbook Fees**: Moved by Miller, seconded by Woodall to approve the 2024-2025 Student Code of Conduct with no revisions as presented.

Motion unanimously approved.

**26778 Discussion of and Request for Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) through the End of August 2024**: Moved by Abalos, seconded by Miller to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) through the end of August 2024 as presented.

Motion unanimously approved.

**26779** **Discussion of and Request for Approval of Resolution to Lease or Allow for a Purpose other than a District Purpose of any Unused or Underused District Facility:** Moved by Abalos, seconded by Woodall to approve the Resolution to Lease or Allow for a Purpose other than a District Purpose of any Unused or Underused District Facility as presented.

Motion unanimously approved.

**26780** **Discussion of and Request for Approval of School District Facilities Construction Delivery Method for Insurance Related Construction at Austin Elementary School:** Moved by Miller, seconded by Hawkins to approve the School District Facilities Construction Delivery Method of Insurance Related Construction at Austin Elementary School as presented.

Motion unanimously approved.

**26781** **Discussion of and Request for Approval of Architect-Owner Contract for Insurance Related Construction between ECISD and Parkhill at Austin Elementary:** Moved by Hawkins, seconded by Miller to approve the Architect-Owner Contract for Insurance Related Construction between ECISD and Parkhill at Austin Elementary as presented.

Motion unanimously approved.

**26782** **Discussion of and Request for Approval of 2024-2025 District Improvement Plan:** Moved by Abalos, seconded by Woodall to approve the 2024-2025 District Improvement Plan as presented.

Motion unanimously approved.

**26783** **Consent Agenda:** Moved by Brown, seconded by Miller to approve the 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 Memorandum of Understanding between Ector County ISD and Odessa College – Odessa Collegiate Academy
- E. Request for Approval of Memorandum of Understanding between Ector County ISD and Odessa College - OCTECHS
- F. Request for Approval of Memorandum of Understanding between Ector County ISD and the University of Texas Permian Basin for Academic Dual Credit
- G. Request for Approval of Permian High School Choir Student Out-of-State Travel to London
- H. Request for Approval of Data Sharing Agreement between Ector County ISD and Texas Tech University (TTU)
- I. Request for Approval of 2024-2025 Ector County ISD Professional Learning Plan

Motion unanimously approved.

- 26784** **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 on the hiring of an Executive Director of Accountability and School Improvement and Executive Director of Leadership.)  
**Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

Board President Christopher Stanley convened the Board of Trustees to closed session at 7:50 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:01 p.m.

- 26785** **Request for Approval of Personnel Recommendation for the Executive Director of Accountability and School Improvement:** Moved by Miller, seconded by Thayer to approve the personnel recommendation to hire Robert Trejo as Executive Director of Accountability and School Improvement as presented.

Motion unanimously approved.

- 26786** **Request for Approval of Recommendation to Hire Executive Director of Leadership:** Moved by Thayer, seconded by Miller to approve the recommendation to hire Veronica Reyes as Executive Director of Leadership as presented.

Motion unanimously approved.

- 26787** **Information Items:** The Board of Trustees were provided with the following information items Financials, Purchasing Report, Routine Personnel Report and Added Administrative Memorandum June 2024.

- 26788** **Closing Remarks by the Superintendent:** In his closing remarks, Dr. Muri reminded Trustees that there will be no regular meetings in July. However, a special meeting may be called. The next regular meeting will be in August.

- 26789** **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:03 p.m.

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**Board President**  
*Christopher Stanley*

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**Board Secretary**  
*Dr. Steve Brown*

**AT A SPECIAL MEETING - LEVELL III GRIEVANCE HEARINGS 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 1:00 P.M., JULY 11, 2024, WITH THE FOLLOWING MEMBERS:**

**Present:**

Dr. Steve Brown  
Tammy Hawkins  
Christopher Stanley  
Wayne Woodall

**Virtual:**

Dawn Miller

**Absent:**

Delma Abalos  
Robert Thayer

**School Officials:** Dr. Scott Muri, Dr. Keeley Boyer, Dr. Anthony Sorola

**Others:** Tatiana Dennis, Mike Adkins, Dr. Matt Spivey, Mitch Davis, Randy Nguyen, Tiger Hanner, Jane McGill, Amanda Napoleon, Timothy August Young, Christine Carrillo, Ruth Campbell, Rita Lopez, Mary Franco

**26790** **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**26791** **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.

**26792** **Opening Remarks by Superintendent:** There were no opening remarks.

**26793** **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.

**26794** **Possible Request for Approval to Move to Closed Meeting – Employee-Employee Complaints - Section 551.082 of the Texas Government Code [Board will hear and deliberate a complaint or charge brought against an employee of the school district by another employee and the complaint or charge directly results in a need for the hearing.] (Level III Grievance Hearing – Amanda Napoleon)**

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

Board President Christopher Stanley convened the Board of Trustees to closed session at 1:01 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 2:02 p.m.

**26795** **Possible Action Concerning Level III Grievance Hearing – Amanda Napoleon:**

No action taken.

*A five-minute break was taken from 2:04 p.m. – 2:09 p.m.*

**26796** **Possible Request for Approval to Move to Closed Meeting – Personnel Matters - Section 551.074 of the Texas Government Code - [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employee of the District or hear a complaint or charge against an officer or employee.] (Level III Grievance Hearings – Kendra Salgado; Timothy August Young; and Christine Carrillo) Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

Board President Christopher Stanley convened the Board of Trustees to closed session at 2:10 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 4:29 p.m.

**26797** **Possible Action Concerning Level III Grievance Hearing – Kendra Salgado:** Moved by Woodall, seconded by Brown to uphold the Level II decision.

Motion unanimously approved.

**26798** **Possible Action Concerning Level III Grievance Hearing – Timothy August Young:** Moved by Brown, seconded by Woodall to uphold the Level II decision.

Motion unanimously approved.

**26799** **Possible Action Concerning Level III Grievance Hearing – Christine Carrillo:** Moved by Woodall, seconded by Hawkins to uphold the Level II decision.

Motion unanimously approved.

**26800** **Closing Remarks by Superintendent:** There were no closing remarks.

**26801** **Adjournment:** Christopher Stanley, Board President, adjourned the Board meeting at 4:30 p.m.

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**Board President**  
*Christopher Stanley*

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**Board Secretary**  
*Dr. Steve Brown*



## **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 6/13/2024 to 8/7/2024

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 21,000,083.09

**ECTOR COUNTY ISD**  
**CHECK REGISTER**  
**06/13/2024 - 08/07/2024**

<b>DATE</b>	<b>PAYEE</b>	<b>AMOUNT</b>
6/19	4IMPRINT INC	\$ 10,770.94
6/19	ACADEMIC LEARNING COMPANY LLC	526.35
6/19	ALL ABOARD AMERICA!	3,823.05
6/19	AMERIPRIDE SERVICES INC.	568.08
6/19	ANCHOR BOLT & SUPPLY	5.50
6/19	AVID CENTER	74,705.00
6/19	BUCK'S WHEEL & EQUIPMENT COMPANY	1,720.18
6/19	FIRETROL PROTECTION SYSTEMS INC	196,626.00
6/19	HENRY SCHEIN INC	660.61
6/19	THE HON COMPANY LLC C/O OFFICEWISE	264.62
6/19	VITAL SIGNS	674.60
6/19	LAKESHORE LEARNING MATERIALS	28,273.03
6/19	LOU'S CLINICAL LAB INC	1,598.00
6/19	MIDLAND SAFETY & HEALTH SALES	2,924.00
6/19	MORRISON SUPPLY CO	210.32
6/19	AIM MEDIA TEXAS OPERATING LLC	1,639.00
6/19	O REILLY AUTO ENTERPRISES LLC	3,080.84
6/19	POSITIVE PROMOTIONS	617.81
6/19	SCHOLASTIC BOOK FAIRS	3,760.69
6/19	SCHOLASTIC INC	8,311.51
6/19	SECURED DOCUMENT SHREDDING INC	546.36
6/19	SHERWIN WILLIAMS	1,082.91
6/19	TEACHER'S DISCOVERY	210.96
6/19	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	195.00
6/19	THE BOSWORTH LTD	3,370.65
6/19	UNITED STATES ACADEMIC	2,383.75
6/19	BROADWAY MOTORS INC	6,833.83
6/19	HTL OPERATING LLC	2,260.00
6/19	NAPA AUTO PARTS	988.70
6/19	MULTICARE PLUS	2,175.00
6/19	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	388.43
6/19	Y'ALL HAUL TRAILERS	19,904.00
6/19	GATEWAY EDUCATION HOLDINGS LLC	68.44
6/19	SCHOOL SPECIALTY LLC	3,283.85
6/19	SCHOOL SPECIALTY LLC	46,737.26
6/19	ENTOURAGE IMAGING INC	1,501.50
6/19	NATIONAL INVENTORS HALL OF FAME	3,500.00
6/26	4IMPRINT INC	11,279.66
6/26	ALL ABOUT HEARING	550.00
6/26	AMERIPRIDE SERVICES INC.	1,764.76
6/26	BUCK'S WHEEL & EQUIPMENT COMPANY	2,240.21
6/26	DEMCO INC	905.95
6/26	NO TEARS LEARNING INC.	183.81
6/26	HENRY SCHEIN INC	4,252.00
6/26	I B SOURCE	2,360.00

6/26	J W PEPPER & SON INC	834.84
6/26	JONES SCHOOL SUPPLY CO	2,822.54
6/26	MIDLAND SAFETY & HEALTH SALES	6,561.50
6/26	AIM MEDIA TEXAS OPERATING LLC	2,905.00
6/26	O REILLY AUTO ENTERPRISES LLC	1,803.43
6/26	SCHOLASTIC BOOK FAIRS	4,624.84
6/26	SCHOLASTIC INC	2.82
6/26	SECURED DOCUMENT SHREDDING INC	51.48
6/26	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	585.00
6/26	THE BOSWORTH LTD	5,449.64
6/26	THERMO FLUIDS INC	534.80
6/26	ULINE INC.	2,463.70
6/26	WEST MUSIC CO	84.76
6/26	NAPA AUTO PARTS	914.35
6/26	TRANSMISSION SERVICE & SUPPLY INC	448.68
6/26	STONE TOWER GRAFIX	90.00
6/26	STONE TOWER GRAFIX	790.75
6/26	N J MALIN & ASSOCIATES LLC	20,171.00
6/26	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	543.97
6/26	BEST CHOICE RESTAURANTS LLC	400.00
6/26	GATEWAY EDUCATION HOLDINGS LLC	1,862.30
6/26	BEST CHOICE COFFEE SERVICES LLC	272.00
6/26	SCHOOL SPECIALTY LLC	1,936.00
6/26	SCHOOL SPECIALTY LLC	7,438.95
6/26	CENTURY RESOURCES LLC	4,444.61
7/10	BUCK'S WHEEL & EQUIPMENT COMPANY	308.94
7/10	COMPUDATA SOLUTIONS LLC	108.50
7/10	FROG STREET PRESS LLC	7,137.35
7/10	I B SOURCE	15,494.18
7/10	J W PEPPER & SON INC	1,945.00
7/10	LAKESHORE LEARNING MATERIALS	8,397.73
7/10	MIDLAND SAFETY & HEALTH SALES	3,667.05
7/10	MSC INDUSTRIAL SUPPLY CO.	2,600.00
7/10	AIM MEDIA TEXAS OPERATING LLC	276.50
7/10	POSITIVE PROMOTIONS	92.72
7/10	REALLY GOOD STUFF LLC	399.95
7/10	SECURED DOCUMENT SHREDDING INC	966.72
7/10	SHERWIN WILLIAMS	1,077.25
7/10	SIMS PLASTIC INC	12,997.45
7/10	THE BOSWORTH LTD	875,500.00
7/10	PERFECTION LEARNING CORPORATION	2,175.60
7/10	TRANE U.S. INC.	755.27
7/10	WEST MUSIC CO	497.84
7/10	BROADWAY MOTORS INC	962.80
7/10	HTL OPERATING LLC	906.00
7/10	NAPA AUTO PARTS	6.36
7/10	NAPA AUTO PARTS	458.04
7/10	ASSESSMENT TECHNOLOGIES INSTITUTE, LLC	235.00
7/10	PINNACLE PROPANE LLC	66.00
7/10	MULTICARE PLUS	2,625.00

7/10	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	333.61
7/10	NATUS MEDICAL INCORPORATED	3,589.80
7/10	SOUTHERN TIRE MART LLC	712.00
7/10	GATEWAY EDUCATION HOLDINGS LLC	605,969.40
7/10	SCHOOL SPECIALTY LLC	1,670.81
7/10	O REILLY AUTO ENTERPRISES LLC	798.48
7/17	4IMPRINT INC	229.00
7/17	ABSOLUTE FIRE PROTECTION INC	3,236.50
7/17	BSN SPORTS INC	16,689.00
7/17	COOLE SCHOOL	2,385.00
7/17	MIDLAND SAFETY & HEALTH SALES	13,186.00
7/17	AIM MEDIA TEXAS OPERATING LLC	1,700.50
7/17	ODESSA WINLECTRIC	11,748.00
7/17	SCHOLASTIC BOOK CLUB	746.90
7/17	SECURED DOCUMENT SHREDDING INC	2,640.66
7/17	THE BOSWORTH LTD	2,254.91
7/17	TRANE U.S. INC.	29,318.23
7/17	GALLS LLC	11,463.75
7/17	NAPA AUTO PARTS	96.33
7/17	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	62.00
7/17	SOUTHERN TIRE MART LLC	1,380.20
7/17	SCHOOL SPECIALTY LLC	14.62
7/17	AMERIPRIDE SERVICES INC.	1,161.66
7/17	AVID CENTER	4,048.00
7/17	CENTERS FOR CHILDREN & FAMILIES	2,250.00
7/17	MIDLAND SAFETY & HEALTH SALES	5,581.00
7/17	O REILLY AUTO ENTERPRISES LLC	2,235.68
7/17	SHERWIN WILLIAMS	771.69
7/17	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	145.00
7/17	TRANE U.S. INC.	10,859.55
7/17	BROADWAY MOTORS INC	5,323.90
7/17	NAPA AUTO PARTS	1,426.76
7/17	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	371.92
7/17	BEST CHOICE COFFEE SERVICES LLC	62.20
7/24	AUTOMATIC ICE MACHINE	471.00
7/24	COMPUDATA SOLUTIONS LLC	110.00
7/24	HENRY SCHEIN INC	52.10
7/24	LOU'S CLINICAL LAB INC	1,842.00
7/24	SECURED DOCUMENT SHREDDING INC	103.46
7/24	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	750.00
7/24	THE BOSWORTH LTD	225.00
7/24	STONE TOWER GRAFIX	403.42
7/24	SCHOOL SPECIALTY LLC	402.32
7/24	AMERICAN SALES AND SERVICE INC	1,547.60
7/24	AMERIPRIDE SERVICES INC.	576.78
7/24	BUCK'S WHEEL & EQUIPMENT COMPANY	844.67
7/24	NO TEARS LEARNING INC.	2,386.46
7/24	INTERNATIONAL BACCALAUREATE ORGANIZATION	12,660.00
7/24	MARK'S PLUMBING PARTS	675.30
7/24	MIDLAND SAFETY & HEALTH SALES	3,157.50

7/24	MSC INDUSTRIAL SUPPLY CO.	896.16
7/24	O REILLY AUTO ENTERPRISES LLC	3,079.38
7/24	ROCHESTER 100 INC.	1,200.00
7/24	SCHOOL MATE	1,684.80
7/24	SHERWIN WILLIAMS	1,310.88
7/24	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	435.00
7/24	BROADWAY MOTOR INC	6,029.85
7/24	NAPA AUTO PARTS	133.79
7/24	NAPA AUTO PARTS	1,709.33
7/24	PINNACLE PROPANE LLC	739.00
7/24	ALL PLAYERS NETWORK INC	2,000.00
7/24	SELERIX SYSTEMS INC	7,186.50
7/24	TEXAS COUNCIL OF ADMINISTRATORS OF	170.00
7/24	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	91.73
7/31	HOWELL & WINDHAM ADVERTISING	450.00
7/31	ODESSA WINLECTRIC	47,500.00
7/31	PRESIDENT'S EDUCATION AWARDS PROGRAM	105.99
7/31	SCHOOL DATEBOOKS INC	4,955.02
7/31	SECURED DOCUMENT SHREDDING INC	446.60
7/31	THE LIBRARY STORE	563.89
7/31	NAPA AUTO PARTS	8,796.00
7/31	AMERICAN WELDING SOCIETY INC.	125.00
7/31	AMERIPRIDE SERVICES INC.	1,157.58
7/31	B-LINE FILTER & SUPPLY INC	165.29
7/31	BUCK'S WHEEL & EQUIPMENT COMPANY	1,983.27
7/31	COMPUDATA SOLUTIONS LLC	116.19
7/31	EDUCATION ADVANCED INC.	56,678.00
7/31	FROG STREET PRESS LLC	1,861.92
7/31	HOWELL & WINDHAM ADVERTISING	2,695.59
7/31	IXL LEARNING	12,500.00
7/31	LAWSON PRODUCTS INC	124.63
7/31	MELTWATER NEWS US INC.	8,170.00
7/31	AIM MEDIA TEXAS OPERATING LLC	83.88
7/31	O REILLY AUTO ENTERPRISES LLC	1,560.34
7/31	SHERWIN WILLIAMS	32.52
7/31	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	580.00
7/31	TRANE U.S. INC.	2,216.68
7/31	BROADWAY MOTORS INC	3,010.90
7/31	NAPA AUTO PARTS	70.50
7/31	ASSESSMENT TECHNOLOGIES INSTITUTE LLC	18,480.00
7/31	STONE TOWER GRAFIX	1,394.10
7/31	STONE TOWER GRAFIX	4,193.81
7/31	SOUTHERN TIRE MART LLC	1,712.40
7/31	RIVERSIDE ASSESSMENTS LLC	6,420.00
7/31	BEST CHOICE COFFEE SERVICES LLC	481.19
7/31	PARTS TOWN, LLC	4,406.15
7/31	SCHOOL SPECIALTY LLC	388.38
7/31	ESSENCE BOTTLING COMPANY OF TEXAS INC	8,778.00
8/7	COMPUDATA SOLUTIONS LLC	60.00
8/7	SCHOLASTIC BOOK CLUB	29.22

8/7	SECURED DOCUMENT SHREDDING INC	578.37
8/7	THE BOSWORTH LTD	1,575.00
8/7	WALSWORTH PUBLISHING CO	3,117.98
8/7	ABSOLUTE FIRE PROTECTION INC	6,714.97
8/7	ALERT SERVICES INC	189.00
8/7	HOWELL & WINDHAM ADVERTISING	5,174.00
8/7	VITAL SIGNS	308.00
8/7	LAKESHORE LEARNING MATERIALS	1,824.15
8/7	MIDLAND SAFETY & HEALTH SALES	1,372.00
8/7	MSC INDUSTRIAL SUPPLY CO.	1,116.44
8/7	AIM MEDIA TEXAS OPERATING LLC	234.00
8/7	ODESSA WINLECTRIC	960.00
8/7	O REILLY AUTO ENTERPRISES LLC	1,922.81
8/7	SCHOOL DATEBOOKS INC	1,754.44
8/7	SCHOOL MATE	1,450.00
8/7	SECURED DOCUMENT SHREDDING INC	17.16
8/7	SHERWIN WILLIAMS	18.94
8/7	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	290.00
8/7	THE BOSWORTH LTD	5,950.00
8/7	TRANE U.S. INC.	2,851.86
8/7	BROADWAY MOTORS INC	1,146.64
8/7	NAPA AUTO PARTS	81.48
8/7	SEIDLITZ EDUCATION, LLC	7,010.44
8/7	STONE TOWER GRAFIX	1,615.25
8/7	KCG INC	6,835.20
8/7	SOUTHERN TIRE MART LLC	2,052.60
8/7	BEST CHOICE RESTAURANTS LLC	48.65
8/7	BEST CHOICE COFFEE SERVICES LLC	170.00
8/7	SCHOOL SPECIALTY LLC	888.19
6/13	CELER PULLUM INC LLC	905.25
6/13	R3 2022 HOSPITALITY CORP	944.00
6/19	ALAN WILLIAMS	685.94
6/19	ALIVE SANCHEZ	71.55
6/19	ALLIANCE ABROAD GROUP	49,000.00
6/19	AMANDA R BIZZELL	96.00
6/19	AMAZON CAPITAL SERVICES	83,987.06
6/19	ANNIE ARREDONDO	35.78
6/19	ANNIE NELSON	147.33
6/19	APPLE, INC	1,286.00
6/19	ASHLEY SELLERS	21.17
6/19	ASSOCIATED SUPPLY CO INC	696.00
6/19	AT&T	9,752.18
6/19	AT&T LONG DISTANCE	45.87
6/19	ATHLETIC SUPPLY INC	20,231.00
6/19	ATMOS ENERGY	22,178.07
6/19	B&H FOTO ELECTRONICS CORPORATION	1,088.00
6/19	BECKY RAMIREZ	43.68
6/19	BIG BEND TELECOM LTD	3,900.00
6/19	BIG DADDY'S	1,200.00
6/19	BIMBO BAKERIES USA	687.36

6/19	BLUE STAR BUS SALES LTD	437.95
6/19	BLUEFIN LLC	3,300.22
6/19	BRADLEY MERRITT	500.00
6/19	BRITTANY SWAIM	37.25
6/19	BRUNSON FAMILY BBQ	1,038.77
6/19	BYRNE BROS FOODS INC	33,824.20
6/19	SPARKLIGHT	105.85
6/19	SPARKLIGHT	429.84
6/19	SPARKLIGHT	141.53
6/19	CAITLIN COUCH	40.20
6/19	CAVALLO ENERGY TEXAS LLC	128,451.19
6/19	CAVALLO ENERGY TEXAS LLC	129.59
6/19	CENGAGE LEARNING	50,319.68
6/19	CHERE TONE	67.76
6/19	NBCEC INC	3,867.35
6/19	CHRISTINE MASON CONSULTING	2,000.00
6/19	CICI'S PIZZA	223.68
6/19	CIRCLE P RANCH SUPPLY INC	2,276.89
6/19	COCA-COLA SOUTHWEST BEVERAGES LLC	614.50
6/19	COLLEGE BOARD INSTITUTIONS	222,280.00
6/19	COLLIERS ENGINEERING & DESIGN INC	4,200.00
6/19	COMMERCIAL FOOD SERVICE	1,431.57
6/19	CONTROL TECHNOLOGIES INC	33,738.55
6/19	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
6/19	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
6/19	COSTA THERAPY INSTITUTE LLC	12,400.00
6/19	CREATIVE LANGUAGE CLASS LLC	4,050.00
6/19	CULLIGAN WATER CONDITIONING OF WEST TEXAS	494.54
6/19	CYNTHIA SUE BISHOP	6,375.00
6/19	DEREK BATES	1,572.50
6/19	DORI LAINE BUTTS	750.00
6/19	DR. ZELAYA EDUCATIONAL CONSULTING LLC	12,000.00
6/19	DS WATERS OF AMERICA INC	63.95
6/19	EDMIS: EDUCATION MANAGEMENT INFORMATION	1,150.00
6/19	ELLEN SMITH	45.09
6/19	ETC MONTESSORI	224.00
6/19	FEDERICO AVILA	181.19
6/19	FERGUSON FACILITIES SUPPLY	248.01
6/19	FIRST FINANCIAL ADMINISTRATORS	18,700.00
6/19	FIRST FINANCIAL ADMINISTRATORS	87,563.00
6/19	FIRST FINANCIAL ADMINISTRATORS	4,075.00
6/19	FIRST FINANCIAL ADMINISTRATORS	50.00
6/19	FIRST FINANCIAL ADMINISTRATORS	100.00
6/19	FIRST FINANCIAL ADMINISTRATORS	17,885.50
6/19	FIRST FINANCIAL ADMINISTRATORS	716.64
6/19	FIRST FINANCIAL ADMINISTRATORS	1,041.82
6/19	FIRST FINANCIAL ADMINISTRATORS	5,399.13
6/19	FIRST FINANCIAL ADMINISTRATORS	2,258.33
6/19	FOLLETT CONTENT SOLUTIONS LLC	2,327.22
6/19	FRIEDTECHNOLOGY LLC	310.00

6/19	G H DAIRY	4,092.00
6/19	GANDY INK	324.50
6/19	GARDENDALE WATER CO	1,527.50
6/19	GOPHER SPORT	1,560.73
6/19	GRAINGER	51.44
6/19	GRAND! PIANO SERVICE LLC	330.00
6/19	GRANDE COMMUNICATIONS NETWORK LLC	6,678.44
6/19	GRANDE COMMUNICATIONS NETWORK LLC	1,641.71
6/19	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
6/19	GRETCHEN BERNABEI	9,000.00
6/19	HARMONY HOME CHILDREN'S ADVOCACY CENTER	400.00
6/19	HEALTH SERVICES ADMINISTRATION	142.07
6/19	HEALTH SERVICES ADMINISTRATION	22,855.05
6/19	HEB LP	3,960.00
6/19	HELLAS CONSTRUCTION INC	19,485.00
6/19	HERCULES ACHIEVEMENT LLC	17,820.47
6/19	HUMBERTO HERNANDEZ JR	4,962.50
6/19	IMAGE MATTERS INC.	1,064.00
6/19	INTEGRAL MATHEMATICS INC	2,345.00
6/19	INTERCULTURAL DEVELOPMENTAL	20,000.00
6/19	ISPHERE INNOVATION PARTNERS LLC	26,340.00
6/19	JANA AVERY	63.39
6/19	JNT RESOURCES PARTNERS, LP	167.26
6/19	JNT RESOURCES PARTNERS, LP	25,772.79
6/19	JNT RESOURCES PARTNERS LP	36,702.66
6/19	JOIE SEATON	13.53
6/19	JOIE SEATON	3.22
6/19	JUMBURRITO	347.10
6/19	KIMBERLY CARRASCO	162.94
6/19	KRONOS INC.	8,250.00
6/19	LA MARGARITA	420.00
6/19	LABATT FOOD SERVICE	16,215.71
6/19	LAMAR ADVERTISING	7,000.00
6/19	LAWNMOWER SALES AND SERVICE, INC	537.09
6/19	LEAD4WARD LLC	4,500.00
6/19	NATIONAL ACADEMY OF TELEVISION ARTS AND SCIENCES	730.00
6/19	LUIS SALCIDO	3,000.00
6/19	LUISANA MAURICIO	9.11
6/19	LUNCH MONY INC	195.14
6/19	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	19,258.88
6/19	MARK BENNETT	545.02
6/19	MARK BENNETT	3,700.00
6/19	MARK BENNETT	2,920.00
6/19	MARK HARRIS HJ INC	25,612.40
6/19	MARK HARRIS HJ INC	715.00
6/19	MELISSA S RIVERA	61.64
6/19	MONK HOLDINGS LLC	1,262.00
6/19	MUSEUM OF THE SOUTHWEST	1,285.00
6/19	N-TUNE MUSIC & SOUND INC	3,812.84
6/19	NATIONAL ASSOCIATION FOR GIFTED CHILDREN	487.39

6/19	NATIONAL TRAVEL SYSTEMS	3,865.68
6/19	NCS PEARSON INC	3,894.00
6/19	NETSYNC NETWORK SOLUTIONS	7,840.50
6/19	NIMBUS DRINKING WATER SYSTEMS	56.00
6/19	ODESSA COLLEGE	44.00
6/19	SEWCO INC	1,369.82
6/19	ONCE RAMOS LLC	832.50
6/19	CHICK FIL A	86.78
6/19	ERIC YOUNG	62.00
6/19	FRITZI SLAUGHTER	166.45
6/19	MAYELA MUNOZ SAAVEDRA	48.25
6/19	NICHOLE WRIGHT	20.25
6/19	REBEKAH PATRICK	300.00
6/19	WALKER JR HIGH	252.00
6/19	OTIS ELEVATOR COMPANY INC	38,148.46
6/19	PATRICIA LOGAN	137.42
6/19	PENSKE COMMERCIAL VEHICLES US LLC	544.24
6/19	SHANNON D GAYLOR	460.00
6/19	PIRAINO CONSULTING, INC	180,910.65
6/19	PRESENCE LEARNING INC	6,083.00
6/19	PROJECT LEAD THE WAY INC	2,400.00
6/19	REGION 13 EDUCATION SERVICE CENTER	390.00
6/19	REGION 18 EDUCATION SERVICE CENTER	125.00
6/19	REGION 18 EDUCATION SERVICE CENTER	150.00
6/19	ROBERTS TRUCK CENTER OF TEXAS	3,561.37
6/19	ROSA M DOMINGUEZ	15.95
6/19	ROSA M DOMINGUEZ	4.96
6/19	ROSAS CAFE / BOBBY COX Co.	687.94
6/19	SANDRA VALDERAZ	1,026.24
6/19	SANDY EMMERSON	700.00
6/19	SHARI RILEY	467.48
6/19	SHERWOOD HOLDINGS 1 LLC	1,467.16
6/19	STAR TECH GROUP	10,000.00
6/19	STEMARCO DESIGN LLC	295.65
6/19	STERICYCLE	636.95
6/19	SWEET PIZZA LLC	170.00
6/19	SYSCO USA, INC	12,129.60
6/19	TEXAS BOOK COMPANY	14,492.20
6/19	TEACHER CREATED MATERIALS INC	17,270.93
6/19	ROBERT MADDEN INDUSTRIES LTD	16,653.00
6/19	TERESA MIRANDA	181.25
6/19	TEXAS LIFE INSURANCE CO	134,463.96
6/19	TEXAS TECH UNIVERSITY	1,092.00
6/19	THE CINCINNATI LIFE INS. CO	10.02
6/19	THE CINCINNATI LIFE INS. CO	211.48
6/19	THE MCCRELESS COMPANY	699.50
6/19	THIRD FUTURE SCHOOLS TEXAS	7,866.20
6/19	TOM M. CARRIZALES	135.50
6/19	TRACEY BORCHARDT	1,486.23
6/19	TROPHY DEN	460.00

6/19	TEXAS SCIENCE EDUCATOR LEADERSHIP ASSOCIATION	60.00
6/19	UNIVERSE TECHNICAL TRANSLATION INC	17.75
6/19	UTSA FISCAL SERVICES	625.00
6/19	VALERIE HELITON	85.89
6/19	VERIZON WIRELESS SERVICES LLC	866.62
6/19	VERIZON WIRELESS SERVICES LLC	7,145.15
6/19	IMPERIAL BAG & PAPER LLC	45.25
6/19	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	12,190.00
6/19	WEST TEXAS EDUCATORS	228,247.84
6/19	WILLIAMS PAVING & EXCAVATION. INC	7,200.00
6/19	XEROX CORPORATION	25,109.85
6/26	ANGEL ORTIZ	1,600.00
6/26	ABEL AVILA	282.50
6/26	ABUNDANT FRUIT EDUCATIONAL SERVICES LLC	12,000.00
6/26	ADT PIZZA LLC	337.16
6/26	AIR TUTORS LLC	22,815.00
6/26	AMAZON CAPITAL SERVICES	74,449.20
6/26	AMAZON CAPITAL SERVICES	1,091.00
6/26	AMERICAN EXPRESS	7,780.56
6/26	AMERICAN FAMILY LIFE & CANCER	41.50
6/26	AMERICAN FAMILY LIFE & CANCER	6.00
6/26	ANDREA GOMEZ	625.96
6/26	ANGELICA DELGADO CAVAZOS	226.50
6/26	APPLE, INC	3,416.00
6/26	ARIAM L SOLIS	226.50
6/26	ARIES DUNGCA	1,627.03
6/26	ASHLEY PERALES	226.50
6/26	ASSOCIATION OF TEXAS	2,698.15
6/26	AT&T MOBILITY	57.63
6/26	ATHLETIC SUPPLY INC	12,112.00
6/26	ATKINS HOLLMAN JONES PEACOCK	23,961.60
6/26	AUDIO ACOUSTICS HEARING CENTERS	550.00
6/26	BEATRIS MATA	554.28
6/26	BIG DADDY'S	866.64
6/26	BIMBO BAKERIES USA	489.24
6/26	BLAIR LAWSON	244.50
6/26	BLUE STAR BUS SALES LTD	6,635.13
6/26	CARDIO PARTNERS INC	8,894.74
6/26	CDW-G	174,033.91
6/26	CECILIA KELLAR	1,539.19
6/26	NBCEC INC	305.50
6/26	CHRISTAN PUGH	259.00
6/26	CHRISTINA LORRAINE BUTLER	1,078.50
6/26	CICI'S PIZZA	692.01
6/26	CLAYTON WILLMAN	29.22
6/26	COMMERCIAL FOOD SERVICE	3,770.00
6/26	COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN INC	127,500.00
6/26	CONTROL TECHNOLOGIES INC	49,354.40
6/26	COSTA THERAPY INSTITUTE LLC	31,900.00
6/26	CRISTA MITCHEL	78.92

6/26	CULLIGAN WATER CONDITIONING OF WEST TEXAS	224.00
6/26	CYNTHIA RUBALCADO	65.33
6/26	CYNTHIA RUBALCADO	355.42
6/26	DANNY LOPEZ	6,000.00
6/26	DAVID WAGNER	780.00
6/26	DEREK BATES	92.00
6/26	ECISD EDUCATION FOUNDATION	412.00
6/26	ECISD EDUCATION FOUNDATION	7,717.98
6/26	ECISD EDUCATION FOUNDATION	18,405.00
6/26	ECTOR COUNTY UTILITY DISTRICT	14,395.97
6/26	EFS FUND INC	1,619.50
6/26	ELISHA SESSIONS	226.50
6/26	ELIZABETH ASHMORE	226.50
6/26	ELODIA RUBIO-ESTOPELLAN	3,225.52
6/26	ERIKA COBIAN	226.50
6/26	ERIN LIMON	2,898.05
6/26	ETHAN RODRIGUEZ	780.00
6/26	FAMILY SUPPORT PAYMENT CENTER	300.00
6/26	FARRAH H WALTON	36,000.00
6/26	FIRST FINANCIAL ADMINISTRATORS	196,733.80
6/26	FIRST FINANCIAL ADMINISTRATORS	31,634.91
6/26	FIRST FINANCIAL ADMINISTRATORS	8,274.54
6/26	FIRST FINANCIAL ADMINISTRATORS	5,571.78
6/26	FIRST FINANCIAL ADMINISTRATORS	5,370.85
6/26	FIRST FINANCIAL ADMINISTRATORS	4,856.51
6/26	FIRST FINANCIAL ADMINISTRATORS	65,305.25
6/26	FOLLETT CONTENT SOLUTIONS LLC	3,415.66
6/26	G H DAIRY	3,668.10
6/26	GARDENDALE WATER CO	2,569.00
6/26	GILLIAN HERRERA	1,601.64
6/26	GRAINGER	4,059.47
6/26	GRAYBAR	235.37
6/26	HARMONY HOME CHILDREN'S ADVOCACY CENTER	100.00
6/26	HELLAS CONSTRUCTION INC	12,500.00
6/26	HENLEY PRICE	226.50
6/26	HOME DEPOT USA INC - STORE #562	10.66
6/26	HUGHES SERVICES FLOORING, LP	37,116.00
6/26	INSTRUCTIONAL MATERIALS COORDINATORS ASSOCIATION	420.00
6/26	ISABEL CARDONA	29.82
6/26	ISABEL CARDONA	170.50
6/26	JADEN HINOJOS	780.00
6/26	JIM MCKINNEY	2,501.00
6/26	JENNIFER H NATIVIDAD	226.50
6/26	JOSE ESCALANTE	3,180.16
6/26	JOSELYNE SANCHEZ	226.50
6/26	JUMBURRITO	357.60
6/26	KARLA RONQUILLO	610.50
6/26	KASHUNTA THURMAN	150.00
6/26	KAY'S EMBLEMS INC	2,014.50
6/26	KIMBERLY SANCHEZ	1,627.03

6/26	KLARISSA SALGADO	566.82
6/26	KRYSTAL TAVAREZ	226.50
6/26	LABATT FOOD SERVICE	5,029.56
6/26	LACEE PERRY	226.50
6/26	LANDGRAF, CRUTCHER & ASSOCIATE	12,550.00
6/26	LANDGRAF, CRUTCHER & ASSOCIATE	12,950.00
6/26	LAURI FULLER	534.96
6/26	LEAD4WARD LLC	4,500.00
6/26	LEARNER-CENTERED COLLABORATIVE	32,500.00
6/26	LEARNING FORWARD TEXAS	19,797.00
6/26	LIBERTY PAPER	24,007.20
6/26	LIDIA C VALENZUELA	30.89
6/26	LINDE GAS & EQUIPMENT INC	5,056.30
6/26	LISA LOZANO	75.87
6/26	LUNCH MONY INC	2,457.29
6/26	MANDY WOOSLEY	534.96
6/26	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	19,129.72
6/26	MARICELA TAPIA DE ARMENDARIZ	28.74
6/26	MARK BENNETT	3,043.96
6/26	MARK HARRIS HJ INC	4,935.17
6/26	MOBILE COMMUNICATION AMERICA INC	234.00
6/26	MOTOROLA SOLUTIONS, INC.	1,715.20
6/26	MSB CONSULTING GROUP LLC	7,393.17
6/26	N-TUNE MUSIC & SOUND INC	57,882.00
6/26	NATALIE GUARA	103.65
6/26	STATE OF NEW MEXICO	300.00
6/26	STATE OF NEW MEXICO	659.00
6/26	NEW TECHNOLOGY NETWORK, LLC	45,500.00
6/26	NIMBUS DRINKING WATER SYSTEMS	25.00
6/26	ODESSA COLLEGE	14,809.00
6/26	ODESSA COLLEGE	714.00
6/26	SEWCO INC	82,139.16
6/26	ABIGAIL ALVIDREZ	10.00
6/26	ASHLEE PRICE	10.00
6/26	BILLY REY	30.60
6/26	CHRISTY COMMERS	10.00
6/26	CRYSTAL WALKER	34.75
6/26	ELTON MAYHAR	10.00
6/26	GABRIELA TREVIZO PONCE	38.00
6/26	JOSH SADBERRY	10.00
6/26	KIMBERLY LOWRY	29.25
6/26	LYNDA VELASCO	31.60
6/26	MARIA RAMIREZ	50.00
6/26	MARIA REGALADO	83.00
6/26	MARTHA H CIRRINCIONE	49.26
6/26	MELISSA VEGA	86.50
6/26	MIGUELA MUNGUIA	10.00
6/26	POONAM KAUR	10.00
6/26	RUBY LEYVA	10.00
6/26	SELA EN	10.00

6/26	TONI PRICE	102.55
6/26	OSCAR ROJAS	134.83
6/26	OTIS ELEVATOR COMPANY INC	50,502.22
6/26	PBK ARCHITECTS, INC	18,750.00
6/26	SHANNON D GAYLOR	14,901.43
6/26	PETER C GORMAN	2,500.00
6/26	PIRAINO CONSULTING, INC	24,650.00
6/26	PLAYGROUNDS ETC	22,406.57
6/26	PROFORCE MARKETING	2,159.10
6/26	PROJECT LEAD THE WAY INC	1,200.00
6/26	R WATER LLC	1,558.80
6/26	REGION 18 EDUCATION SERVICE CENTER	1,100.00
6/26	RICHARD ALLEN MILLER	9,398.40
6/26	ROBERTS TRUCK CENTER OF TEXAS	866.24
6/26	ROSAS CAFE / BOBBY COX Co.	604.29
6/26	ANDRES ALFONSO RUZO	21,475.00
6/26	SYNCHRONY BANK	1,376.36
6/26	SANDRA MERCURI	3,500.00
6/26	SAVANNAH COLEY	593.85
6/26	SCARBOROUGH SPECIALTIES, INC	2,149.00
6/26	SCOTT MURI	291.81
6/26	SKILLSUSA TEXAS	3,045.00
6/26	SMG	7,790.00
6/26	STEPHANIE VILLAVICENCIO GARCIA	119.67
6/26	STEVEN MARTIN	780.00
6/26	SWEET PIZZA LLC	801.03
6/26	SWEETWATER MUSIC EDUCATION TECHNOLOGY	399.99
6/26	FRANK E GOMEZ	4,800.00
6/26	TASTY BRANDS LLC	20,762.40
6/26	TATUM WOODSON	104.89
6/26	TEXAS AFT AMP	277.50
6/26	TASB, INC	1,533.24
6/26	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	54.00
6/26	TEXAS DEPARTMENT OF PUBLIC SAFETY	153.00
6/26	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
6/26	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	413.81
6/26	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	63.00
6/26	TEXAS STATE TEACHERS ASSOCIATION	33,195.16
6/26	THE BELL FOUNDATION INC	27,720.00
6/26	THE MCCRELESS COMPANY	219.37
6/26	TIMOTHY DE LA VEGA	324.00
6/26	TNTP. INC.	22,427.00
6/26	TRACY GOMEZ	282.50
6/26	TRAN NAM LE	92.12
6/26	TRANSFINDER CORPORATION	1,097.86
6/26	TUXEDO CONNECT LLC	61.00
6/26	UNITED PARCEL SERVICE INC	13.80
6/26	UNITED REFRIGERATION	30.58
6/26	UNITED SUPERMARKET LLC	423.14
6/26	UNITED WAY OF ODESSA	4,924.50

6/26	VERIZON WIRELESS SERVICES LLC	553.77
6/26	VERIZON WIRELESS SERVICES LLC	5,087.60
6/26	VERNIER SOFTWARE & TECHNOLOGY	930.00
6/26	VEX ROBOTICS INC	653.68
6/26	VICTORIA A GOMEZ	3,000.00
6/26	IMPERIAL BAG & PAPER LLC	576.04
6/26	WALTER T. HENDERSON	418.35
6/26	WATSON TRUCK & SUPPLY	74,370.59
6/26	WAWONA FROZEN FOOD I	53,045.44
6/26	WORTHINGTON DIRECT INC	19,000.00
6/26	XEROX CORPORATION	3,820.79
6/26	YAZMYN GONZALEZ	780.00
7/10	ACCELERATION ACADEMIES	79,871.00
7/10	ALAN WILLIAMS	1,447.04
7/10	ALEXANDER RIVAS	5,623.29
7/10	AMAZON CAPITAL SERVICES	27,517.02
7/10	AMY ANDERSON	50.25
7/10	ANGELA JOHNSON	127.70
7/10	APPLE, INC	1,798.00
7/10	ATKINS HOLLMAN JONES PEACOCK	15,076.00
7/10	BATTERSHELL VETERINARY SERVICES	136.00
7/10	BLUE STAR BUS SALES LTD	577.57
7/10	CAMBIAR EDUCATION	75,000.00
7/10	CAMT REGISTRATION	897.00
7/10	CDW-G	338,311.15
7/10	NBCEC INC	393.65
7/10	COSTA THERAPY INSTITUTE LLC	9,000.00
7/10	CROSSROADS FELLOWSHIP GLOBAL, INC.	1,625.00
7/10	CULLIGAN WATER CONDITIONING OF WEST TEXAS	147.00
7/10	CUSTOM WHOLESALE SUPPLY INC	262.21
7/10	DEREK BATES	687.00
7/10	DIANNA HULETT	3,000.00
7/10	E GROUP, INC	2,957.00
7/10	ELIZABETH MENDOZA	28.98
7/10	FERGUSON FACILITIES SUPPLY	593.98
7/10	FOLLETT CONTENT SOLUTIONS LLC	706.70
7/10	G H DAIRY	724.50
7/10	LET'S GAB PLLC	700.00
7/10	GRAINGER	246.73
7/10	HOME DEPOT USA INC - STORE #562	1,041.36
7/10	ISPHERE INNOVATION PARTNERS LLC	11,370.00
7/10	ISTATION	24,500.00
7/10	JANA AVERY	46.50
7/10	JENNY ALDEN	21.44
7/10	KENNER PRINTING	531.21
7/10	KRONOS INC.	24,750.00
7/10	LABATT FOOD SERVICE	17,797.54
7/10	LEAD4WARD LLC	4,500.00
7/10	LESLIE WILSON	17.83
7/10	LINDE GAS & EQUIPMENT INC	1,936.21

7/10	LINDE GAS & EQUIPMENT INC	7,806.31
7/10	LORENZO R MASONSONG	34.44
7/10	LVR COMMERCIAL FLOORING	479,553.80
7/10	MALINA ROUX	27.12
7/10	MALINA ROUX	103.88
7/10	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	16,293.92
7/10	MARY KAYLEE BROOKE COUCH	4,000.00
7/10	MCGRAW - HILL SCHOOL	554,896.60
7/10	MICHELE RENE MARJASON	5,000.00
7/10	NATIONAL TRAVEL SYSTEMS	682.95
7/10	NETSYNC NETWORK SOLUTIONS	75,258.50
7/10	NUNEZ FENCE	2,100.00
7/10	ODESSA SIGN SOLUTION LLC	392.00
7/10	SEWCO INC	4,101.44
7/10	OHS GRAPHIC DESIGN	192.00
7/10	ALEJANDRA ROBLES	24.36
7/10	COLLIN SEWELL	105.25
7/10	SANDRA LEVARIO	31.10
7/10	PARKHILL, SMITH & COOPER, INC.	47,250.00
7/10	PATRICIA LOGAN	98.89
7/10	PETROPLEX OFFICE SUPPLY, INC.	990.53
7/10	PIRAINO CONSULTING, INC	2,674.00
7/10	PROJECT LEAD THE WAY INC	2,400.00
7/10	REGION 18 EDUCATION SERVICE CENTER	131,231.00
7/10	ROBERTS TRUCK CENTER OF TEXAS	239.40
7/10	ROSAS CAFE / BOBBY COX Co.	245.62
7/10	SAVANNAH SOTO	48.94
7/10	SHERWIN WILLIAMS (FLOORING)	252.00
7/10	SWEET PIZZA LLC	216.82
7/10	FRANK E GOMEZ	15,600.00
7/10	TEXAS EXCAVATION SAFETY SYSTEM, INC.	8.05
7/10	FUTURE FARMERS OF AMERICA TEXAS STATE ASSOCIATION	904.00
7/10	TEXAS HIGH SCHOOL COACHES ASSOCIATION	3,645.00
7/10	THE CENTER FOR GUIDED MONTESSORI STUDIES, INC.	298.02
7/10	THIRD FUTURE SCHOOLS TEXAS	12,214.70
7/10	THIRD FUTURE SCHOOLS TEXAS	9,718.24
7/10	TYSON PREPARED FOOD, INC.	35,783.04
7/10	UNITED REFRIGERATION	59.91
7/10	UNIVERSITY OF TX-PERMIAN BASIN	15,600.00
7/10	UTPB	500.00
7/10	IMPERIAL BAG & PAPER LLC	492.83
7/10	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	5,201.27
7/10	BRADLEY MERRITT	1,431.22
7/10	CELESTE POTTER	411.50
7/10	CHRISTINA ACOSTA	718.14
7/10	PETTY CASH	4,000.00
7/10	JEFF DANIELS	324.50
7/10	JEFF ELLISON	216.00
7/10	JIEUN PANDO	355.50
7/10	JOSEPH HILLIARD	144.00

7/10	KRISTIN WHITTENBURG	411.50
7/10	MICHEAL BETTENHAUSEN	144.00
7/10	MONICA PINSON	1,084.62
7/10	NANCY COOK	355.50
7/10	NAOMI FUENTES	1,084.62
7/10	PENSKE COMMERCIAL VEHICLES US LLC	964.16
7/10	RAUL SANCHEZ	144.00
7/10	RUTH ROSARIO BALTAZAR	355.50
7/10	SAMUEL GONZALEZ	144.00
7/10	TATE SMITH	144.00
7/10	TEXAS ASSOCIATION OF SCHOOL BOARDS	393,280.00
7/10	VANCE WASHINGTON	144.00
7/10	ODESSA FAMILY YMCA	50,000.00
7/17	ANGEL ORTIZ	1,600.00
7/17	AARON ALEX MOLINA	32.63
7/17	ALBERT J VALENCIA	97.15
7/17	ALEX NUNEZ	63.52
7/17	ALIVE SANCHEZ	47.03
7/17	AMAZON CAPITAL SERVICES	136,327.58
7/17	AMAZON CAPITAL SERVICES	22,402.50
7/17	AMAZON CAPITAL SERVICES	3,004.35
7/17	ANDREA LEWIS	472.61
7/17	ANNIE ARREDONDO	47.84
7/17	AT&T	123.40
7/17	AT&T LONG DISTANCE	18.13
7/17	ATMOS ENERGY	19,784.76
7/17	BANK OF NEW YORK MELLON	1,000.00
7/17	BERTA SALDIBAR	66.53
7/17	BIMBO BAKERIES USA	321.96
7/17	BOBBY L ANDERSON	107.47
7/17	CAVALLO ENERGY TEXAS LLC	182,160.28
7/17	CAVALLO ENERGY TEXAS LLC	143.09
7/17	CAVALLO ENERGY TEXAS LLC	120,151.21
7/17	CHANTAL HERNANDEZ	20.84
7/17	DUNN RESTAURANT GROUP INC	291.91
7/17	CHRISTINA SIFUENTEZ	44.29
7/17	CIRCLE P RANCH SUPPLY INC	340.28
7/17	CITY OF ODESSA WATER DEPT	202,537.94
7/17	CLARISA ARRAS	147.73
7/17	CONTROL TECHNOLOGIES INC	34,716.45
7/17	DANIEL BUSTAMANTE	44.89
7/17	DANIEL P TIMMONS	78.86
7/17	DANNY LOPEZ	7,500.00
7/17	DAVID CORRAL	100.72
7/17	DAXWELL	3,051.00
7/17	DEBORAH OTTMERS	624.30
7/17	DEBRA BYNUM	69.07
7/17	ECTOR COUNTY UTILITY DISTRICT	13,267.45
7/17	EFREN ZUNIGA	35.64
7/17	ELLEN SMITH	11.93

7/17	ENELICIA M RIVERA	82.34
7/17	FOCUS CARE INC	10,840.00
7/17	FOLLETT CONTENT SOLUTIONS LLC	2,528.61
7/17	G T DISTRIBUTORS INC	990.00
7/17	GRAINGER	3,610.63
7/17	GRAINGER	296.64
7/17	HASKELL RESTURANT GROUP2 LLC	336.88
7/17	HEATHER BLAND	325.89
7/17	HEATHER DOLLOFF	31.76
7/17	HELLAS CONSTRUCTION INC	216,826.38
7/17	HOME DEPOT USA INC - STORE #562	484.26
7/17	HURT EXTERMINATING	45,775.00
7/17	INFECTION CONTROLS INC	22,820.79
7/17	KRONOS INC.	8,250.00
7/17	LA MARGARITA	495.00
7/17	LUISANA MAURICIO	19.90
7/17	MANUELA ESCAJEDA	100.00
7/17	MARGARITA BROOKER	47.78
7/17	JAYNE B COMPANY	23,040.00
7/17	MCGRAW - HILL SCHOOL	344,741.78
7/17	MELISSA S RIVERA	77.25
7/17	MSB CONSULTING GROUP LLC	7.25
7/17	NATIONAL TRAVEL SYSTEMS	1,235.21
7/17	NAYELI OLIVAREZ	91.59
7/17	SEWCO INC	6.09
7/17	OLIVIA PORRAS	93.40
7/17	MARGARITA CAMACHO DE ANGELES	21.85
7/17	NANCY SALCIDO	50.90
7/17	STEPHANNE RAMAGE	86.20
7/17	YADIRA CORDEN	23.85
7/17	ORLANDO BONNEY	27.00
7/17	PATHWAYZ COMMUNICATIONS INC	5,338.10
7/17	PBK ARCHITECTS, INC	1,548,630.07
7/17	PBK ARCHITECTS, INC	318,750.00
7/17	PERLA QUINTANA	72.63
7/17	R WATER LLC	341.70
7/17	REGION 18 EDUCATION SERVICE CENTER	300.00
7/17	SYNCHRONY BANK	19,335.96
7/17	SANDY EMMERSON	1,100.00
7/17	SCOTT MURI	96.00
7/17	SCOTT WALKER	213.40
7/17	SIEMENS INDUSTRY, INC	1,548.00
7/17	SONIA ROCHA	92.59
7/17	STAR TECH GROUP	10,000.00
7/17	TESS DONNER	7,800.00
7/17	TEXAS TECH UNIVERSITY K-12	240.00
7/17	THIRD FUTURE SCHOOLS TEXAS	28,961.26
7/17	UNIVERSE TECHNICAL TRANSLATION INC	2,123.79
7/17	UTSA FISCAL SERVICES	625.00
7/17	VALERIE HELITON	50.92

7/17	VICTORIA A GOMEZ	6,000.00
7/17	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	8,614.27
7/17	XEROX CORPORATION	29,439.11
7/17	XEROX CORPORATION	9,265.35
7/17	XEROX CORPORATION	1,385.42
7/17	AARON ASHFORD	436.62
7/17	ALISHA BUSS HOLGUIN	154.00
7/17	ANGELLE MUNDIA	154.00
7/17	ASHLEY PERALES	231.00
7/17	BIG BEND TELECOM LTD	3,900.00
7/17	BLAIR LAWSON	310.50
7/17	BLANCA RAMOS	594.00
7/17	BRADLEY MERRITT	888.15
7/17	SPARKLIGHT	259.18
7/17	CARMEN TORIANO	288.00
7/17	CASHWAY WEST, INC.	21.52
7/17	CHRISTINA LORRAINE BUTLER	310.50
7/17	CHRISTOPHER MILLS	575.00
7/17	CLARISSA FUNK	575.00
7/17	CODY DOMINGUEZ	108.00
7/17	CRYSTAL DAY	224.00
7/17	CULLIGAN WATER CONDITIONING OF WEST TEXAS	473.54
7/17	CYBERSOFT TECHNOLOGIES INC	71,650.00
7/17	DARRELL FOWLER	1,246.85
7/17	ELSA COCKER	335.80
7/17	ERIK HARTMAN	664.43
7/17	ERIKA POCATERRA	1,084.62
7/17	EVELYN FRAUSTO	154.00
7/17	G H DAIRY	1,701.00
7/17	GARDENDALE WATER CO	60.00
7/17	GRAINGER	533.91
7/17	GRANULAR INSURANCE COMPANY	105,778.91
7/17	JAMIE ANDERSON	154.00
7/17	JARRYD GARZA	144.00
7/17	JONAS ANZURES	1,246.85
7/17	KEVEN MURPHY	108.00
7/17	LABATT FOOD SERVICE	253.96
7/17	LINDSEY HALL	1,209.49
7/17	LUCAS GONZALES MESA	1,246.85
7/17	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	19,203.51
7/17	MARK VARELA	108.00
7/17	MICAH ARROTT	154.00
7/17	NATHANIEL GARCIA	686.06
7/17	NORA ISELA CRUZ	575.00
7/17	OMERO CARRASCO	1,246.85
7/17	PATHWAYZ COMMUNICATIONS INC	5,461.47
7/17	PENSKE COMMERCIAL VEHICLES US LLC	646.26
7/17	PERRY JOHNSON	108.00
7/17	RAMON GONZALES	1,246.85
7/17	REBECCA J NORRIS	154.00

7/17	ROBERT HIX	436.62
7/17	ROBERTS TRUCK CENTER OF TEXAS	738.54
7/17	RONALD PROMESSE	335.80
7/17	SANDRA KERR	154.00
7/17	SARAH L HAWKINS	154.00
7/17	SCHOOL NUTRITION ASSOCIATION SERVICE CENTER	189.00
7/17	SELENA HOLGUIN	154.00
7/17	SENOVIO ORTIZ	154.00
7/17	SONIA MARTIN VELICIAS	154.00
7/17	STEPHANIE CASTILLO	154.00
7/17	STERICYCLE	217.05
7/17	TAVIS BROWN	686.06
7/17	TERRY BRANDON UPCHURCH	1,246.85
7/17	TRACEY BORCHARDT	679.60
7/17	TRANSFINDER CORPORATION	19,369.32
7/17	TYANNA ROLAND	575.00
7/17	TYLER THOMPSON	227.80
7/17	UNITED REFRIGERATION	1,482.97
7/17	VERIZON WIRELESS SERVICES LLC	258.65
7/17	IMPERIAL BAG & PAPER LLC	30.06
7/17	WATKIN COCKER	108.00
7/24	AMAZON CAPITAL SERVICES	145,838.07
7/24	AMAZON CAPITAL SERVICES	24,469.05
7/24	AMAZON CAPITAL SERVICES	7,794.36
7/24	AMAZON CAPITAL SERVICES	410.75
7/24	AMY RUSSELL	97.61
7/24	ASSOCIATED SUPPLY CO INC	696.00
7/24	AT&T MOBILITY	57.75
7/24	BIG DADDY'S	97.89
7/24	BINFORD SUPPLY LLC	332.91
7/24	SPARKLIGHT	318.91
7/24	SPARKLIGHT	318.91
7/24	CDW-G	1,455.00
7/24	CECILIA NUNEZ	49.92
7/24	CHRISTINE VAN SYOC	241.23
7/24	CRYSTAL MARQUEZ	669.60
7/24	DAWN L MILLER	5.58
7/24	DELMA ABALOS	151.71
7/24	E-THERAPY INTERMEDIATE INC	513.50
7/24	ED PRICE	123.20
7/24	ELEVATE YOUR CLASSROOM	700.00
7/24	HIGH TIDE TECHNOLOGIES LLC	1,600.00
7/24	HUDDLE UP CARE INC	25,000.00
7/24	ISPHERE INNOVATION PARTNERS LLC	11,030.00
7/24	JENNIFER WIMBERLEY	17.00
7/24	MARIA T. RUBIO	67.87
7/24	MICHEL DOCKTOR	6.66
7/24	MONICA AZCARATE	28.18
7/24	NATIONAL TRAVEL SYSTEMS	1,113.90
7/24	MELISSA VEGA	65.30

7/24	PETROPLEX OFFICE SUPPLY, INC.	10,377.87
7/24	REGION 18 EDUCATION SERVICE CENTER	3,300.00
7/24	REGION 18 EDUCATION SERVICE CENTER	28.04
7/24	ROBIN FAWCETT	1,359.17
7/24	STEMARCO DESIGN LLC	846.05
7/24	STEVE BROWN	151.71
7/24	SWEET PIZZA LLC	56.99
7/24	TAMMY HAWKINS	40.68
7/24	THE CENTER FOR GUIDED MONTESSORI STUDIES, INC.	503.52
7/24	THIRD FUTURE SCHOOLS TEXAS	2,204.69
7/24	VALERIA CONTRERAS	74.00
7/24	WAYNE JEROD WOODALL	151.71
7/24	ALLBRIGHT & ASSOCIATES, INC	1,029.27
7/24	AMAZON CAPITAL SERVICES	1,675.38
7/24	AT&T	9,619.68
7/24	BECKY DOCKTOR	63.00
7/24	BIMBO BAKERIES USA	108.20
7/24	BLUE STAR BUS SALES LTD	436.68
7/24	CASHWAY WEST, INC.	125.53
7/24	CROSSROADS FELLOWSHIP GLOBAL, INC.	23,700.00
7/24	DEANN WEEKLY	96.00
7/24	FERGUSON FACILITIES SUPPLY	91.93
7/24	PETTY CASH	6,650.00
7/24	G H DAIRY	790.35
7/24	GANDY INK	2,004.20
7/24	GRAINGER	3,465.60
7/24	GRANULAR INSURANCE COMPANY	105,778.91
7/24	TINA GREGG	450.00
7/24	HUMBERTO HERNANDEZ JR	7,509.41
7/24	JOSE BAUTISTA	1,991.25
7/24	JUNO TOPCO INC	2,398.00
7/24	KIRA BOEN	927.51
7/24	MARIA ORTIZ	672.23
7/24	MICHEL DOCKTOR	138.00
7/24	SEWCO INC	14,234.53
7/24	ONCE RAMOS LLC	3,379.00
7/24	LAURA S MORALES	1,400.00
7/24	PERRY WEATHER	5,056.21
7/24	SACHI TECH INC	3,150.00
7/24	ROBERT M THAYER	120.00
7/24	SARAH L HAWKINS	400.00
7/24	THE SEWELL FAMILY OR COMPANIES INC	233.45
7/24	STEMARCO DESIGN LLC	189.05
7/24	TYLER TECHNOLOGIES INC	109,971.62
7/24	UNITED REFRIGERATION	5,127.32
7/24	VATAT	300.00
7/24	IMPERIAL BAG & PAPER LLC	78,711.41
7/29	STATE OF NEW MEXICO	300.00
7/29	UNITED STATES TREASURY	412.54
7/29	UNITED STATES TREASURY	16,507.07

7/29	WEST TEXAS EDUCATORS	223,503.84
7/31	ACCELERATION ACADEMIES	104,357.00
7/31	ALISHA BUSS HOLGUIN	115.89
7/31	AMANDA R BIZZELL	80.00
7/31	AMANDA TIJERINA	315.75
7/31	AMANDA WEBBER	10.00
7/31	AMAZON CAPITAL SERVICES	18,877.16
7/31	AMERICAN EXPRESS	124.14
7/31	ANGELA BRAZIEL-SMITH	251.97
7/31	ANGELICA HOOPER	45.80
7/31	ANGELLE MUNDIA	115.89
7/31	ARDRAYDA NICOLE JEFFERY	65.00
7/31	ARLETH GAMEROS	80.00
7/31	ATKINS HOLLMAN JONES PEACOCK	6,160.00
7/31	BRITTANY MOLINAR	139.08
7/31	CDW-G	54,442.30
7/31	CHANCEY WESTFALL	25.42
7/31	CHRISTINA SIFUENTEZ	10.00
7/31	CITY OF ODESSA	9,086.66
7/31	CLAUDIA LOPEZ	51.32
7/31	CYNDI WASHINGTON	87.96
7/31	DENISE DELOERA	405.65
7/31	DIANE WAGGONER	266.97
7/31	DS WATERS OF AMERICA INC	48.52
7/31	ECTOR COUNTY COLISEUM	1,500.00
7/31	ELISE WAGNER	98.28
7/31	ELIZABETH MCNABB	320.58
7/31	FERGUSON FACILITIES SUPPLY	1,439.55
7/31	FOLLETT CONTENT SOLUTIONS LLC	6,992.68
7/31	FRANCES CARLOS	469.26
7/31	GARDENDALE WATER CO	48.00
7/31	GINGER STOREY	96.00
7/31	HILBERTO OCHOA	896.40
7/31	HOME DEPOT USA INC - STORE #562	141.68
7/31	JASMIN BELSOM-TORRES	541.95
7/31	JASON WATSON	288.36
7/31	JEFF DANIELS	989.68
7/31	JENNIFER DOUGLAS	6,300.00
7/31	JEREMIAH GONZALES	21.21
7/31	JINSI SHU	342.89
7/31	JOHNA STRAW	40.83
7/31	JOSE BAUTISTA	6.66
7/31	KARA ROSENBLATT	15,000.00
7/31	KASEY N GULLETT	136.89
7/31	LALONNIE KING	123.29
7/31	LAURA SCHEILE	440.45
7/31	LAUREN TAVAREZ	146.25
7/31	LAURI FULLER	211.73
7/31	LELIA RAMIREZ	52.95
7/31	LUNCH MONY INC	214.75

7/31	MANDY HINOJOS	10.00
7/31	MANUELA ESCAJEDA	29.41
7/31	MARIMBA ONE INC	45,194.00
7/31	MARK CRISSINGER	251.97
7/31	MEGAN SNYDER	98.28
7/31	MELISSA BOZKURT	26.02
7/31	MICAH PETTIGREW	30.29
7/31	MICAH PETTIGREW	19.63
7/31	MICHELLE MADRID	10.00
7/31	MIRNA JIMENEZ	32.70
7/31	MONK HOLDINGS LLC	60.00
7/31	N-TUNE MUSIC & SOUND INC	1,337.36
7/31	NATHANIEL GARCIA	125.99
7/31	NEW TECHNOLOGY NETWORK, LLC	1,400.00
7/31	NIMBUS DRINKING WATER SYSTEMS	27.00
7/31	NORMA REYES	45.70
7/31	ODESSA COLLEGE	132.00
7/31	RACHEL GALVAN	9.99
7/31	REGINA CHABARRIA	76.77
7/31	RICHARD A. ONTIVEROZ	291.97
7/31	ROBERT M THAYER	67.85
7/31	SYNCHRONY BANK	1,262.28
7/31	SARBAGYA MALLA	47.42
7/31	SENOVIO ORTIZ	115.89
7/31	SHELLY H CARRILLO	35.50
7/31	SHERRY GOODWIN HILL	6,000.00
7/31	SILQUANETTE JOHNSON	798.67
7/31	SOCORRO RODRIGUEZ	32.09
7/31	STACY ROMAN	9.11
7/31	SUMMER PERCIFIELD	98.28
7/31	TERRY BRANDON UPCHURCH	172.85
7/31	THE LINCOLN ELECTRIC COMPANY	225.00
7/31	THE PITNEY BOWES	8,924.51
7/31	TIL-LOIS FIFER	9.99
7/31	TXCPSO INC. NORTHWEST PLAINS REGION CPSO	565.00
7/31	TYANN NIEMANN	216.34
7/31	UNIVERSITY OF TX-PERMIAN BASIN	500.00
7/31	VALERIE RIVERA	89.92
7/31	VICTOR GALVAN GUZMAN	467.36
7/31	VIKTORIA R HENDERSON	10.00
7/31	XEROX CORPORATION	53,464.57
7/31	YULIA TSAY	85.24
7/31	AMAZON CAPITAL SERVICES	479.04
7/31	AMERICAN EXPRESS	6,151.71
7/31	AMERICAN FAMILY LIFE & CANCER	41.50
7/31	AMERICAN FAMILY LIFE & CANCER	6.00
7/31	ASSOCIATION OF TEXAS	2,620.49
7/31	ATKINS HOLLMAN JONES PEACOCK	13,789.72
7/31	B&H FOTO ELECTRONICS CORPORATION	1,127.32
7/31	BLUE STAR BUS SALES LTD	130.97

7/31	BOND LOGISTIX LLC	4,500.00
7/31	BOOKBINDING & LAMINATING INC	2,995.00
7/31	BRAZOS DOOR & HARDWARE	2,224.00
7/31	BREK PAZ	500.00
7/31	SPARKLIGHT	329.91
7/31	CALFED FINANICAL CORPORATION	22,473.92
7/31	CITY OF ODESSA	9,086.66
7/31	CULLIGAN WATER CONDITIONING OF WEST TEXAS	385.50
7/31	CUSTOM WHOLESALE SUPPLY INC	408.16
7/31	ECISD EDUCATION FOUNDATION	407.00
7/31	ED PRICE	408.50
7/31	EDWARD KARL SCHULTZ	2,000.00
7/31	FERGUSON FACILITIES SUPPLY	623.71
7/31	FIRST FINANCIAL ADMINISTRATORS	30,857.41
7/31	FIRST FINANCIAL ADMINISTRATORS	18,200.00
7/31	FIRST FINANCIAL ADMINISTRATORS	86,713.00
7/31	FIRST FINANCIAL ADMINISTRATORS	3,975.00
7/31	FIRST FINANCIAL ADMINISTRATORS	17,835.50
7/31	FIRST FINANCIAL ADMINISTRATORS	300.00
7/31	FIRST FINANCIAL ADMINISTRATORS	989.70
7/31	FIRST FINANCIAL ADMINISTRATORS	7,783.39
7/31	FIRST FINANCIAL ADMINISTRATORS	5,278.66
7/31	FIRST FINANCIAL ADMINISTRATORS	5,137.06
7/31	FIRST FINANCIAL ADMINISTRATORS	5,087.00
7/31	FIRST FINANCIAL ADMINISTRATORS	4,750.85
7/31	FIRST FINANCIAL ADMINISTRATORS	62,589.95
7/31	FIRST FINANCIAL ADMINISTRATORS	2,150.20
7/31	FRONTLINE TECHNOLOGIES GROUP LLC	25,364.71
7/31	GANDY INK	473.61
7/31	GARDENDALE WATER CO	48.00
7/31	GRAINGER	5,822.85
7/31	GRANDE COMMUNICATIONS NETWORK LLC	1,641.71
7/31	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58
7/31	GRANDE COMMUNICATIONS NETWORK LLC	6,579.22
7/31	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	850.75
7/31	HAYNES & BOONE LLP	100.00
7/31	HEALTH SERVICES ADMINISTRATION	23,356.76
7/31	HILL COUNTRY DOG CENTER LLC	4,025.00
7/31	HOME DEPOT USA INC - STORE #562	623.34
7/31	HURT EXTERMINATING	146,400.00
7/31	I-CAR	1,100.00
7/31	INTERACTIVE HEALTH TECHNOLOGIES LLC	4,356.00
7/31	KEVIN D BALLARD INC	486.00
7/31	JASMIN BELSOM-TORRES	98.00
7/31	JIEUN PANDO	172.50
7/31	JNT RESOURCES PARTNERS, LP	1,966.58
7/31	JNT RESOURCES PARTNERS LP	37,527.66
7/31	JOHN BENTON	90.00
7/31	JONATHAN ALSHEIMER	7,000.00
7/31	JUMBURRITO	67.67

7/31	KAY'S EMBLEMS INC	4,144.25
7/31	LEGO BRAND RETAIL	1,699.50
7/31	LENNOX INDUSTRIES INC	605.16
7/31	LINDE GAS & EQUIPMENT INC	491.45
7/31	LOVING GUIDANCE INC	265.65
7/31	MSB CONSULTING GROUP LLC	2,628.98
7/31	N-TUNE MUSIC & SOUND INC	10,000.02
7/31	NIMBUS DRINKING WATER SYSTEMS	25.00
7/31	ODESSA SIGN SOLUTION LLC	50.00
7/31	ODESSA SIGN SOLUTION LLC	25.00
7/31	SEWCO INC	7,704.23
7/31	OPTIMISM ONLINE LLC	18,500.00
7/31	LAURA S MORALES	270.00
7/31	PENSKE COMMERCIAL VEHICLES US LLC	1,867.20
7/31	SHANNON D GAYLOR	2,325.60
7/31	PETER C GORMAN	5,000.00
7/31	PRECISION BUSINESS MACHINES INC (PBM)	1,476.90
7/31	PROJECT LEAD THE WAY INC	9,550.00
7/31	REGION 18 EDUCATION SERVICE CENTER	150.00
7/31	ROSAS CAFE / BOBBY COX Co.	188.93
7/31	ROSELL D CAUFIELD	2,600.00
7/31	S.A. PIAZZA & ASSOC. INC	72,474.88
7/31	SYNCHRONY BANK	1,523.83
7/31	SCOTT MURI	2,150.00
7/31	SCOTT MURI	937.67
7/31	SEVERIN INTERMEDIATE HOLDINGS, LLC	5,120.00
7/31	THE SEWELL FAMILY OR COMPANIES INC	587.88
7/31	SIMS PLASTIC INC	527.62
7/31	STEMARCO DESIGN LLC	143.80
7/31	SYN-TECH SYSTEMS INC	1,175.00
7/31	FRANK E GOMEZ	3,600.00
7/31	TEXAS AFT AMP	277.50
7/31	TEXAS ASSOCIATION OF SCHOOL BOARDS	2,500.00
7/31	TASB, INC	25.00
7/31	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	54.00
7/31	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	413.81
7/31	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	63.00
7/31	TEXAS LIFE INSURANCE CO	128,764.95
7/31	TEXAS STATE TEACHERS ASSOCIATION	31,176.77
7/31	TEXAS TECH	3,957.50
7/31	TEXAS TECH	3,957.50
7/31	TEXAS TECH	1,991.25
7/31	TEXAS TECH	4,032.50
7/31	THE CINCINNATI LIFE INS. CO	211.48
7/31	THE MCCRELESS COMPANY	35.28
7/31	THE UNIVERSITY OF TEXAS AT AUSTIN	6,000.00
7/31	UNITED REFRIGERATION	5,358.89
7/31	UNITED WAY OF ODESSA	4,874.50
7/31	VENYOOZ, INC.	9,241.00
7/31	VERIZON WIRELESS SERVICES LLC	4,854.45

7/31	IMPERIAL BAG & PAPER LLC	42,501.76
8/7	AMAZON CAPITAL SERVICES	10,508.30
8/7	ANGELO STATE UNIVERSITY	2,214.30
8/7	ANGELO STATE UNIVERSITY	2,214.30
8/7	ANGELO STATE UNIVERSITY	2,214.30
8/7	ANGELO STATE UNIVERSITY	2,214.30
8/7	ANGELO STATE UNIVERSITY	2,214.30
8/7	ANGELO STATE UNIVERSITY	2,214.30
8/7	AUDIO ACOUSTICS HEARING CENTERS	170.00
8/7	BERTA SALDIBAR	108.74
8/7	SPARKLIGHT	112.96
8/7	CALPINE CORPORATION	210,624.26
8/7	CDW-G	11,300.21
8/7	THE COLLEGE BOARD	240.00
8/7	DANIEL P TIMMONS	61.04
8/7	DANIEL P TIMMONS	111.36
8/7	DS WATERS OF AMERICA INC	185.56
8/7	GARDENDALE WATER CO	369.50
8/7	HERCULES ACHIEVEMENT LLC	2,664.00
8/7	HILBERTO OCHOA	896.40
8/7	KELLIE WILKS	498.96
8/7	LUIS SALCIDO	4,500.00
8/7	MOTOROLA SOLUTIONS, INC.	1,238.05
8/7	NATIONAL TRAVEL SYSTEMS	2,147.88
8/7	GENARO HERNANDEZ	48.25
8/7	JULIAT TAVAREZ	29.00
8/7	LAURA SANCHEZ	48.25
8/7	MANUELA GONZALEZ JIMENEZ	48.25
8/7	SANDRA UGARTE BAUEB	48.25
8/7	YISEL CONCEPCION VELAZQUEZ	48.25
8/7	REGION 18 EDUCATION SERVICE CENTER	935.00
8/7	S W HOWELL ENGINEERING INC	11,787.50
8/7	SIMS PLASTIC INC	252.96
8/7	SIMS PLASTIC INC	26,178.53
8/7	TEXAS ACADEMIC DECATHLON FOUNDATION	650.00
8/7	TEXAS DEPARTMENT OF PUBLIC SAFETY	190.00
8/7	THIRD FUTURE SCHOOLS TEXAS	9,700.96
8/7	XEROX CORPORATION	80.35
8/7	AARON ALEX MOLINA	8.71
8/7	ACTIVE INTERNET TECHNOLOGIES LLC	39,063.00
8/7	ADT PIZZA LLC	149.92
8/7	ALBERT J VALENCIA	120.61
8/7	ALEX NUNEZ	87.10
8/7	ALPHA FOODS CO.	24,275.16
8/7	AMAZON CAPITAL SERVICES	999.50
8/7	ASSOCIATED SUPPLY CO INC	696.00
8/7	AT&T	2,930.70
8/7	AT&T	69.64
8/7	BIG DADDY'S	230.87
8/7	BOBBY L ANDERSON	42.88

8/7	BRAUN BEEF & CO INC	51,889.26
8/7	CDW-G	52,257.00
8/7	CHANTAL HERNANDEZ	38.19
8/7	CHARTER WASTE INC.	284.11
8/7	NBCEC INC	351.85
8/7	CHRISTINA GARCIA	250.00
8/7	CLARISA ARRAS	107.73
8/7	CONNECTHUB.IO LLC	781.15
8/7	CULLIGAN WATER CONDITIONING OF WEST TEXAS	295.00
8/7	CUSTOM WHOLESALE SUPPLY INC	408.16
8/7	DANIEL BUSTAMANTE	157.05
8/7	DANIEL P TIMMONS	105.93
8/7	DAVID CORRAL	87.11
8/7	EFREN ZUNIGA	43.75
8/7	EMILY R CHASCO	12.93
8/7	ENELICIA M RIVERA	136.68
8/7	FERGUSON FACILITIES SUPPLY	2,573.57
8/7	FIRST FINANCIAL ADMINISTRATORS	185,576.08
8/7	FRONTLINE TECHNOLOGIES GROUP LLC	153,125.91
8/7	GANDY INK	1,205.50
8/7	GARDENDALE WATER CO	84.00
8/7	GILLIAN HERRERA	300.00
8/7	GILLIAN HERRERA	400.00
8/7	GRAINGER	3,187.64
8/7	HUMBERTO HERNANDEZ JR	13,987.91
8/7	JENNIFER DOUGLAS	9,725.00
8/7	JUMBURRITO	153.00
8/7	KELLY EVANS CONSTRUCTION. LLC	21,678.00
8/7	LABATT FOOD SERVICE	59.89
8/7	LUNCH MONY INC	376.31
8/7	LVR COMMERCIAL FLOORING	51,561.60
8/7	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	18,969.14
8/7	MARK BENNETT	3,700.00
8/7	MARK BENNETT	1,459.70
8/7	MARK BENNETT	633.53
8/7	MARK BENNETT	6,583.14
8/7	MARK BENNETT	644.51
8/7	MCGRAW - HILL SCHOOL	7,260.00
8/7	MICHAEL HAWLEY	300.00
8/7	MSB CONSULTING GROUP LLC	188.31
8/7	NARDONE BROS. BAKING CO. INC.	13,904.64
8/7	NATIONAL FOOD GROUP INC	31,200.00
8/7	NAYELI OLIVAREZ	88.04
8/7	NIMBUS DRINKING WATER SYSTEMS	74.00
8/7	ODESSA FAMILY YMCA	50,000.00
8/7	SEWCO INC	6,118.30
8/7	OLIVIA PORRAS	149.61
8/7	PATHWAYZ COMMUNICATIONS INC	5,472.41
8/7	PENSKE COMMERCIAL VEHICLES US LLC	237.94
8/7	SHANNON D GAYLOR	1,292.39

8/7	PSI JF PETROLEUM GROUP	1,479.60
8/7	PETROPLEX OFFICE SUPPLY, INC.	636.00
8/7	RHONDA LONG	34.51
8/7	ROBERTS TRUCK CENTER OF TEXAS	873.26
8/7	SCOTT WALKER	185.39
8/7	THE SEWELL FAMILY OR COMPANIES INC	614.33
8/7	TEACHERS FIRST LLC	28,600.00
8/7	TEXAS ASSOCIATION OF SCHOOL BOARDS	5,000.00
8/7	TEXAS EXCAVATION SAFETY SYSTEM, INC.	17.25
8/7	TROPHY DEN	278.00
8/7	UMB BANK N.A.	300.00
8/7	UMB BANK N.A.	300.00
8/7	UNITED REFRIGERATION	2,182.13
8/7	UNIVERSAL FIDELITY LIFE INSURANCE COMPANY	131,656.00
8/7	IMPERIAL BAG & PAPER LLC	16,383.07
6/27	CAREATC INC	5,636.35
6/13	AETNA LIFE INSURANCE COMPANY	517,939.25
6/13	AETNA LIFE INSURANCE COMPANY	111,598.76
6/13	PCARX LLC	96,486.84
6/17	AETNA LIFE INSURANCE COMPANY	350,096.09
6/20	PCARX LLC	129,637.68
6/24	AETNA LIFE INSURANCE COMPANY	308,071.58
6/24	PCARX LLC	153,172.90
6/27	CAREATC INC	3,328.00
7/1	AETNA LIFE INSURANCE COMPANY	396,387.35
7/11	PCARX LLC	169,930.87
7/11	PCARX LLC	59,572.12
7/11	UTPB	250,000.00
7/11	AETNA LIFE INSURANCE COMPANY	10,443.12
7/15	AETNA LIFE INSURANCE COMPANY	485,742.39
7/15	PCARX LLC	111,277.72
7/15	PCARX LLC	131,883.61
7/22	WELLSPRING TELEHEALTH	11,070.00
7/22	AETNA LIFE INSURANCE COMPANY	538,224.43
7/22	PCARX LLC	132,481.48
7/22	AETNA LIFE INSURANCE COMPANY	241,135.95
7/25	CAREATC INC	6,544.21
7/25	CAREATC INC	1,508.00
7/29	AETNA LIFE INSURANCE COMPANY	375,129.17
7/29	PCARX LLC	182,007.55
8/1	PCARX LLC	19,712.00
7/31	AETNA LIFE INSURANCE COMPANY	111,746.60
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1287
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 21,000,083.09



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

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

<b>Amount</b>	<b>Fund</b>	<b>From</b>	<b>Description</b>
\$850,279	199	Permian Strategic Partnership and Scarborough Foundation	Holdsworth Leadership training
\$361,357	199	Education Foundation	Inspiration Station RV



OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
Odessa, Texas

889

CDC  
(EXHIBIT A)

TO: Chief Financial Officer  
FOR: Recommendation to Accept Donation/Gift

FROM: \_\_\_\_\_ / \_\_\_\_\_  
Principal OR Director  
\_\_\_\_\_  
School OR Department  
PSP and Scarborough Foundation

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

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
Hildsworth Leadership Training	\$ 850,279	
	\$ _____	
	\$ _____	

183  
199-23-6411-  
00-999-  
99  
+  
199-005744-  
00-889-  
00

\*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 \_\_\_\_\_ PRINCIPAL / DIRECTOR Date

Approval ( ) Disapproval Celeste Potter 5-14-24  
DIRECTOR OF DEVELOPMENT Date

Approval ( ) Disapproval [Signature] 7/1/2024  
CHIEF FINANCIAL OFFICER Date  
(The following approval required for a single donation/gift of \$10,000 or more)

( ) Approval ( ) Disapproval \_\_\_\_\_ SUPERINTENDENT OF SCHOOLS Date

**Holdsworth - Leadership**

**Donation from PSP to Holdsworth to pay for expenses on ISD behalf**

**July 2023 thru Dec 2024**

**18 month program**

**\$ 6,100,000.00**

District	State	Adults	Students	Percent	Allocated	23/24	24/25
ECISD	TX	10	33,500	42%	\$ 2,550,836	\$ 1,700,557	\$ 850,279
MISD	TX	7	28,000	35%	\$ 2,132,042		
Carlsbad	NM	5	8,835	11%	\$ 672,735		
Hobbs	NM	5	9,776	12%	\$ 744,387		
		27	80,111	100%	\$ 6,100,000.00		

<https://holdsworthcenter.org/blog/psp-scharbauer-foundation-investing-6-1m-in-school-leadership-training/>

SHARE



Following through on its mandate to support education – one of five priorities for the organization – the Permian Strategic Partnership is partnering with the Holdsworth Center to provide leadership training of public school officials across the Permian Basin.

The PSP is contributing \$4.6 million to the partnership, while the Scharbauer Foundation is contributing \$1.5 million, bringing the total investment to \$6.1 million.

Over the next two years, the goal is to strengthen the leadership skills of up to 100 principals, assistant principals, teachers and district administrators and build stronger talent development opportunities in the basin's largest school systems.

Included in value:

For 3 Administration and 7 Principals

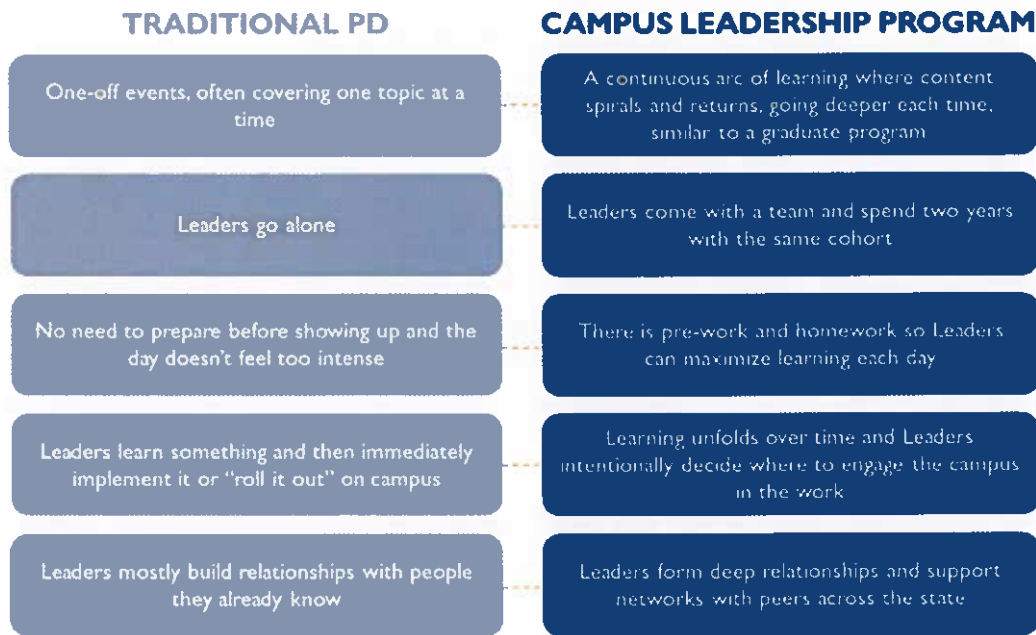
- Training
- Materials
- Travel
- Hotels
- Food

## **The Campus Leadership Program (CLP) Experience**

CLP is a two-year program for campus teams – principals, assistant principals, instructional coaches, teachers and other campus leaders. Through learning sessions with expert faculty, site visits and peer support, team members deepen individual leadership skills while working toward excellent and equitable outcomes for students on their campus. Principals receive one year of executive coaching to support them in reaching personal leadership goals.

Holdsworth’s goal is to create stronger leaders with the knowledge and tools to drive results for students – and do it in a thoughtful, methodical way that makes teachers and students feel hopeful and confident in their ability to succeed.

Alumni of CLP have summarized the difference between their experiences of traditional PD and CLP:



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As part of the 2-year experience, campus leaders will:

- Learn from world-class expert faculty and guest lecturers from K-12, academia, government and business sectors.
- Practice skills such as giving and receiving feedback, active listening, coaching others and analyzing data with an equity lens.
- Work with their campus team to build a shared vision, stronger relationships and collaborate with a wider network on the Problem of Practice.
- Build a supportive network of peers, both through individual friendships and peer groups.
- Attend site visits to high-performing organizations inside and outside of K-12.
- Visit campuses of peers in the program to see how other schools operate.
- Be assigned a leadership facilitator who will offer support inside and outside of sessions through email phone calls and in-person or virtual school visits.
- Receive one year of executive coaching (for principals only).

## The CLP Curriculum

At Holdsworth, we believe great leaders are made, not born. With intention and effort, leaders can deepen their skills and capacities and greatly increase their effectiveness.

We also believe that change begins from within, then radiates outward to others.

Our curriculum centers around strengthening leaders' capacity in three areas—**Developing Personal Leadership**, **Growing & Empowering Others**, and **Creating Change**.

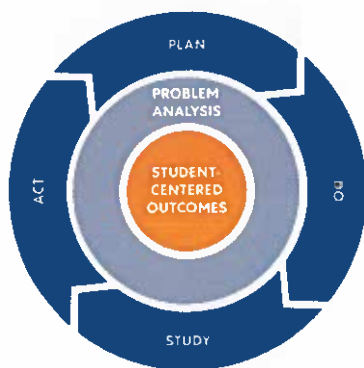
- **Developing Personal Leadership** is based in deeply connecting to one's purpose, managing physical, mental and emotional resources and identifying areas for growth and working to actively improve.
- **Growing & Empowering Others** focuses upon Leaders' ability to support and develop aspiring leaders around them, and to cultivate high-performing teams.
- **Creating Change** is about developing a clear, shared vision for excellent and equitable student outcomes, and using key drivers such as school culture to support the realization of that vision.

At Holdsworth, we believe 70 percent of a leader's development occurs through job-related experiences, 20 percent from interactions with others or coaching, and 10 percent from formal educational events. We know our leaders don't build skills solely by reading books or learning theory—they learn by doing, in the context of real challenges faced in day-to-day work.

To that end, leaders' efforts to Create Change focus upon a specific Problem of Practice. Teams learn to identify root causes, involve critical stakeholders and test improvement strategies at small scale before spreading them more widely. After learning the process, teams are able to apply it to other problems they face, creating a culture of continuous improvement on campuses.

## Problem of Practice

Often in schools, problems get isolated and narrow solutions are implemented in hopes of a quick fix. In the Campus Leadership Program, we take a different approach.



We ask campuses to identify a point of deep dissatisfaction with the status quo – an inequity, grounded in data, that is important for the campus to address if it is to achieve its mission and vision. But instead of rushing to solutions, we encourage leaders to take a step back, ask questions and dig deeper—by working collaboratively as a team and engaging staff and stakeholders across the campus—to uncover more complex issues underlying the data.

What emerges will become the campus's Problem of Practice. The length of the program allows teams to dedicate sustained attention and effort to untangle these tough, complex problems.

When it's time to take action, teams will use a cycle that helps them learn quickly, iterate, and spread the most promising improvement strategies. Learning to use a cycle of rapid and continuous improvement – plan, do, study and act – helps hedge against the possibility that initiatives will crash and burn in a way that embitters staff and erodes trust.

Data from initial small tests can help to shift teachers' mindsets and bring them on board, which ultimately leads to better results for students.

## CLP Learning Outcomes

Over the two-year program, leaders will measure and reflect on their growth in each curriculum area using a learning rubric. While only the key ideas are listed below, the full rubric contains a longer list of concrete mindsets and behaviors to help leaders better pinpoint areas of strength and opportunity.

### Develop Personal Leadership

Leaders will know they've succeeded when they:

- Are deeply connected to their purpose, which drives their actions and priorities to produce the outcomes they want to achieve for all students.
- Apply strategies to manage their physical, mental and emotional resources to optimize energy.
- Proactively seek feedback to understand their impact, strengths and growth opportunities and create an action plan to guide their improvement efforts.

### Grow & Empower Others

Leaders will know they've succeeded when they:

- Prioritize time and energy to build capacity of high-potential leaders.
- Deliver clear actionable feedback and coach others to reach their fullest potential.
- Create the conditions in which others are empowered to lead and have opportunities to learn and grow.
- Ensure teams have a clear purpose to achieve desired results and build a trusting and supportive learning environment to allow team members to take risks in pursuit of breakthrough results.
- Skillfully surface different perspectives to understand the current reality and drive effective decisions.
- Productively manage conflict and other interpersonal dynamics.

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### Create Change

Leaders will know they've succeeded when they:

- Establish a clear, shared vision for what excellent and equitable student outcomes would look like and feel like.
- Analyze data to identify a gap between their current reality and their vision and determine their strategies to close that gap.
- Communicate the vision and strategies to improve excellent and equitable student outcomes in a way that inspires commitment and enrollment from key stakeholders.
- Define benchmarks of success and use data to measure the impact of changes, and continuously review their goals and plans to learn quickly from successes/failures and to improve and refine changes.
- Build a coalition for change and mobilize them to spread successful practices.

### Support Structures

- **Leadership Facilitator** – Each campus is paired with a Leadership Facilitator who will attend every session to support their learning and progress on their Problem of Practice.
- **Executive Coach** – Principals have an Executive Coach during Year 1 to work on a personal growth goal.
- **Peer Groups** – Small, role-alike groups in each cohort that allow for sharing personal and professional challenges with peers who leverage their experience, skills and coaching/feedback tools to support one another.
- **Campus Pairs** – Each campus team will be paired with another campus to provide feedback on their problem of practice and help them troubleshoot issues that come up. Campus teams will make an in-person site visit to their paired campus in the second year of the program.

## The Collaborative Experience

This 18-month program is designed to help district leaders generate a reliable bench of strong leaders who are ready to step into school leader positions when they arise. Leaders first define what great leadership looks like in their district. Then they learn how to leverage this definition to build systems that produce and sustain a healthy school leadership pipeline. A team of three district leaders – the superintendent and two key central office leaders – participate in learning sessions that are active and participatory.

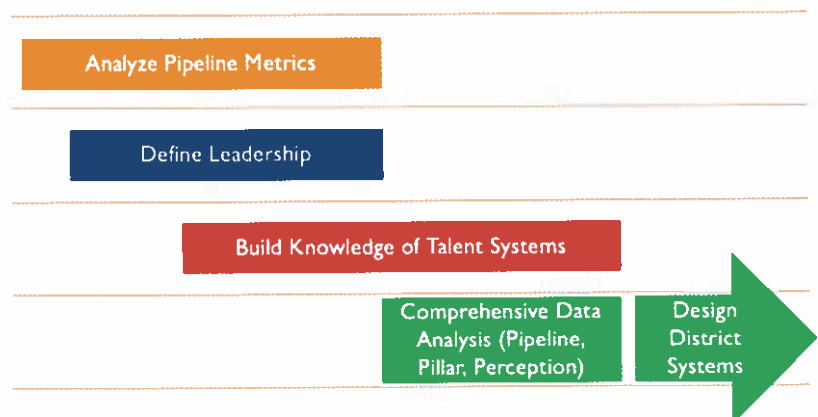
The experience we do at Holdsworth is based on a philosophy of partnership. We are committed to providing world-class programming, and we listen to feedback from our leaders. When needed, we adapt our plans to ensure we are providing the best possible support. In the Collaborative, leaders:

- Attend learning sessions at the Campus on Lake Austin, a retreat-like setting that allows teams to step back from the day-to-day and see their district’s challenges and opportunities more clearly.
- Work with Holdsworth staff to learn best practices from organizations inside and outside of education that have built high-performing talent management systems. 188
- Give teams the time and space to focus on talent management and work collaboratively to create aligned systems.
- Form strong bonds, share ideas, and get help with challenges from a network of peers in other districts around Texas.

Sessions include a mix of learning, rigorous discussion, and time to work as a team. It’s not a one-size-fits-all approach. Each district comes in at a different starting place and is given tools to investigate top challenges and areas for opportunity. In between sessions, district leaders put the insights and designs they’ve come up with into action and take note on what’s working – or not working. During sessions, leaders share notes and adjust their strategies with help from peers and the Holdsworth team. By the end of the program, districts will have a clear direction for their leadership development work and the tools to accomplish it.

The general framework for the Collaborative timeline deliberately propels independent action to ensure district leader teams have internalized learning and are making steady progress toward practical change in their own district. Districts will leave the 18-month partnership having:

- Completed an in-depth analysis and assessment of the strengths of the current internal leadership pipeline
- Created a district specific definition of the leadership mindsets, behaviors, and skills for the principalship
- Have a broadened view of talent systems through the study of multiple exemplars of talent development systems from a variety of contexts and industries
- Identified the highest priority lever to improve their internal talent pipeline
- Designed and tested one comprehensive, at-scale solution to improve a large segment of their talent pipeline





OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

CDC  
 (EXHIBIT)A

705

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: \_\_\_\_\_ / Celeste Potter  
 Principal OR Director  
 \_\_\_\_\_ / Development - 705  
 School OR Department

Education Foundation of Odessa Chris Cole, President  
 Name of Donor (if organization, please include name of president)  
 PO Box 951 Odessa TX 79760  
 Mailing address City State Zip Code

189

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

Description of Donation/Gift	Value*	Purpose of Donation
Mobile Education Outreach Vehicle	\$ 361,357.00	Inspiration Station Project
	\$	
	\$	

Final 199  
 record  
 REV  
 + JFP

\*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.

199-61-  
 6631-  
 00-705-  
 99

REMARKS: \_\_\_\_\_

( ) Approval ( ) Disapproval \_\_\_\_\_ Date  
 PRINCIPAL / DIRECTOR

Approval ( ) Disapproval Celeste Potter 6-25-24  
 DIRECTOR OF DEVELOPMENT Date

Approval ( ) Disapproval D. Holmes 7/05/24  
 CHIEF FINANCIAL OFFICER Date  
 (The following approval required for a single donation/gift of \$10,000 or more)

( ) Approval ( ) Disapproval \_\_\_\_\_ Date  
 SUPERINTENDENT OF SCHOOLS

+  
 199-00-  
 5144-  
 00-  
 705-  
 00

## Deborah Ottmers

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**From:** Celeste Potter  
**Sent:** Tuesday, June 25, 2024 8:02 AM  
**To:** Deborah Ottmers  
**Subject:** Donation Form - Inspiration Station Vehicle  
**Attachments:** Donation Form to ECISD.pdf; IS Delivery Paperwork.pdf; INVOICE4407-17297 FOUNDATION OF ODESSA.pdf

**Importance:** High

Good morning, Deborah.

Attached is the donation form for the Inspiration Station vehicle that arrived late last week. I've also attached a copy of the paperwork that was delivered with the vehicle and the invoice that has been paid by the Education Foundation.

The vehicle does come with a warranty but we are waiting on the paperwork.

190

Please let me know if you need anything further.

**Celeste Potter, CFRM**  
**Executive Director of Development**  
ECISD Development Office  
432.456.7059  
PO Box 3912  
Odessa, Texas 79760  
[celeste.potter@ectorcountyisd.org](mailto:celeste.potter@ectorcountyisd.org)



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**FARBER**  
SPECIALTY VEHICLES

*Custom Coach*

## FINAL DELIVERY FORM

Thank you for your purchase of a Farber Specialty Vehicle. This Final Delivery Form acknowledges the receipt, current state and condition of your vehicle and itemizes any outstanding items at time of delivery.

UNIT NUMBER: 17297 VIN: 1FDUF5HT1BEB53791  
CUSTOMER: ECTOR COUNTY ISD EDUCATION FOUNDATION  
DELIVERY DATE: 6/19/24 DELIVERY MILEAGE: 96,627  
OUTSTANDING ITEMS AT TIME OF DELIVERY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

192

FARBER REPRESENTATIVE: Joseph CARDAMONE

### CUSTOMER INFORMATION

(initial) JW I RECEIVED FARBER WARRANTY DOCUMENT

(initial) \_\_\_\_\_ I RECEIVED HOW TO OBTAIN WARRANTY DOCUMENT

SIGNATURE: *Kristin Whitenburg* DATE: 6-19-24

PRINTED NAME: KRISTIN WHITENBURG

PHONE: 806-789-3321 EMAIL: \_\_\_\_\_

**Farber Specialty Vehicles**  
7052 Americana Parkway Reynoldsburg (Columbus) Ohio 43068  
(800) 331-3188 (614) 863-6470 fax: (614) 759-2098  
[solutions@farberspecialty.com](mailto:solutions@farberspecialty.com)



OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and State law), if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, FARBER SPECIALTY VEHICLES INC state that the odometer (of the vehicle described below) now  
PRINT TRANSFEROR'S NAME

reads 96,627 (no tenths) miles and to the best of my knowledge that it reflects the actual  
mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage  
in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

MAKE FARBER	BODY TYPE TRUCK	MODEL F550	193
VEHICLE ID NUMBER 1FDUF5HT1BEB53791		YEAR 2011	

TRANSFEROR'S PRINTED NAME (SELLER) FARBER SPECIALTY VEHICLES INC		
TRANSFEROR'S STREET ADDRESS 7052 AMERICANA PARKWAY		
CITY REYNOLDSBURG	STATE OH	ZIP CODE 43068-
DATE OF STATEMENT 6/19/24	TRANSFEROR'S SIGNATURE (SELLER) <i>[Signature]</i>	
	PRINTED NAME OF TRANSFEROR Joe CARDAMONE	

TRANSFeree'S PRINTED NAME (BUYER) ECTOR COUNTYSD EDUCATION FOUNDATION, INC		
TRANSFeree'S STREET ADDRESS 619 W. 10 <sup>TH</sup> STREET		
CITY ODESSA	STATE TX	ZIP CODE 79761-
<b>RECEIPT OF COPY ACKNOWLEDGED</b>		
TRANSFeree'S SIGNATURE (BUYER) <i>[Signature]</i>	PRINTED NAME OF TRANSFeree KRISTIN WHITTENBURG	



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

Attached is the Annual Investment Report of the Ector County Independent School District, for the year ending June 30, 2024. This report consolidates the investment requirements mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review, approval of training sessions from independent sources, and selection of broker/dealers and investment officers for the 2023-2024 fiscal year.

\*\*\*\*\*

Administrative Recommendation:

Approval of Annual Investment Report

Year Ended  
June 30, 2024

# INVESTMENT REPORT

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT



OUR students...THE future

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# **ANNUAL INVESTMENT REPORT**

The Annual Investment Report (AIR) of the Ector County Independent School District (School District) for the year ended June 30, 2024, is submitted for your review and approval. This report will consolidate the investment requirements that are mandated by the Public Funds Investment Act, Texas Government Code (Chapter 2256). Included are reports on investment balances and investment income, along with required investment policy review and approval of training sessions from independent sources and selection of broker/dealers, and selection of investment officers for the 2023-2024 fiscal year.

## **INVESTMENT REPORT**

The School District investment portfolio, at amortized book value, shows an increase of approximately \$284.9 million, from \$128.4 million in FY 2022-2023 to \$413.3 million in FY 2023-2024. The general fund investments decreased approximately \$20.7 million from the prior year primarily due to increased operating expenses. The school nutrition fund increased approximately \$8.7 million due to the transfer of fund balance and cumulative interest earnings. The debt service fund increased \$416,960 due to an increase in property values and increased revenues for planned bond prepayments in the 1st quarter of the next fiscal year. The capital projects fund was established with the passing of bond proposition A for the amount of \$292.2 million in November of 2023. The medical trust fund investments decreased \$1.9 million due to timing of claims. The insurance recovery fund increased by approximately \$5.7 million from \$5.2 million in fiscal year 2022-2023 to approximately \$10.9 million in fiscal year 2023-2024 as a result of hail damage claim recovery and an increase in earnings rates. The total combined increase of the worker's compensation fund, special funds, and the Chapter 313 fund of approximately \$506,333 is attributed to cumulative interest earnings.

Interest rates increased during the 2023-2024 twelve-month period. Using the TexPool interest rates as a benchmark, the 2023-2024 average earning rate was 5.3150%, an increase from 3.7359%, the average rate for fiscal period 2022-2023.

## **INVESTMENT POLICY**

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

### INVESTMENT OFFICERS

As required by the Public Funds Investment Act, Texas Government Code {2256.005(f)}, the governing body shall designate one or more officers or employees as investment officers to be responsible for the investment of its funds. We ask that the Board review and approve the investment officers for the fiscal year 2023-2024. The recommendations for investment officers are located on page 37 of the AIR.

### INVESTMENT SOURCES

As required by the Public Funds Investment Act, Texas Government Code {2256.025}, at least annually, review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the School District. The recommendations for authorized brokers are shown on page 38.

### INVESTMENT TRAINING SOURCES

As required by the Public Funds Investment Act, Texas Government Code {2256.008(g)}, investment officer(s) shall attend investment training from an independent source approved by the governing board. On page 39 of the AIR is a listing for your review and approval.

### GENERAL STATEMENTS

The General Accounting Standards Board (GASB) GASB 31, requires that investments be reported at fair market value (FMV) except for money market investments, investments with maturities less than 12 months at the time of purchase and nonparticipating contracts (CD's).

\*\*\*\*\*

We, the approved investment officers of Ector County Independent School District, hereby certify that the following Annual Investment Report represents the investment position of the School District as of June 30, 2024, in compliance with the Board approved Investment Policy, the Public Funds Investment Act, Texas Government Code (Chapter 2256) and generally accepted accounting principles (GAAP).

Prepared by:	Morgan Eaton, Assistant Director of Finance	
	Albessa Chavez, Executive Director of Finance	
	Deborah Ottmers, Chief Financial Officer	

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**ANNUAL REPORT OF INVESTMENTS BY FUND  
WITH COMPARATIVE TOTALS  
FOR THE YEAR ENDED JUNE 30, 2024**

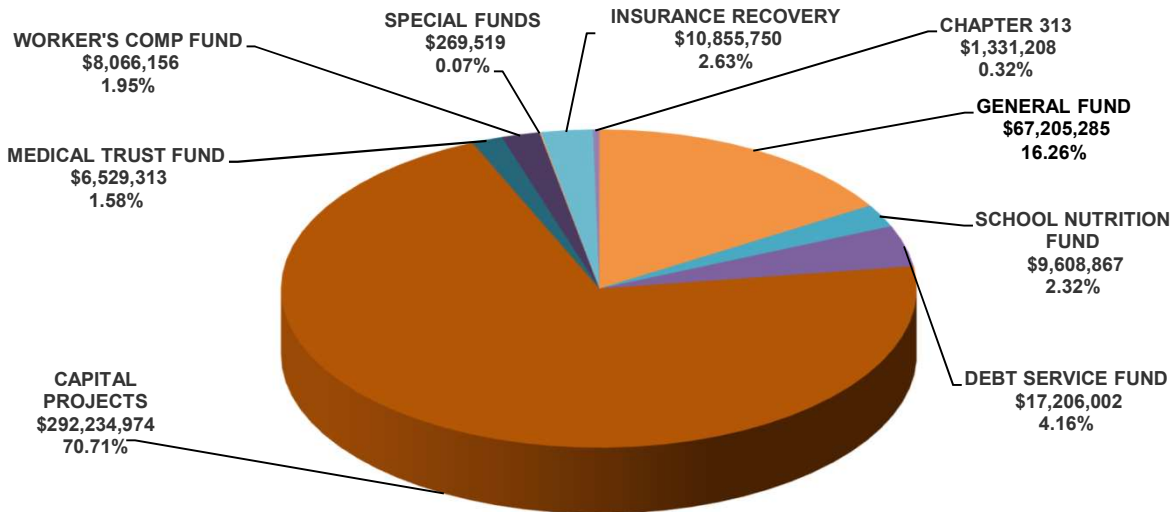
(UNAUDITED)

ALL FUNDS	AMORTIZED BOOK VALUE	%	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)	INTEREST EARNED
GENERAL FUND	\$ 67,205,285	16.26%	\$ 67,205,285	\$ -	\$ 4,642,536
SCHOOL NUTRITION FUND	9,608,867	2.32%	9,608,867	-	203,958
DEBT SERVICE FUND	17,206,002	4.16%	17,206,002	-	675,266
CAPITAL PROJECTS	292,234,974	70.71%	292,234,974	-	880,241
MEDICAL TRUST FUND	6,529,313	1.58%	6,529,313	-	325,458
WORKER'S COMP FUND	8,066,156	1.95%	8,066,156	-	434,478
SPECIAL FUNDS	269,519	0.07%	269,519	-	13,997
INSURANCE RECOVERY CHAPTER 313	10,855,750	2.63%	10,855,750	-	543,279
	<u>1,331,208</u>	<u>0.32%</u>	<u>1,331,208</u>	<u>-</u>	<u>71,125</u>
TOTAL	\$ <u>413,307,074</u>	100.00%	\$ <u>413,307,074</u>	\$ <u>-</u>	\$ <u>7,790,338</u>

**PRIOR YEAR COMPARISON**

ALL FUNDS	2023 - 2024 AMORTIZED BOOK VALUE	2022 - 2023 AMORTIZED BOOK VALUE	CHANGE	PERCENT CHANGE
GENERAL FUND	\$ 67,205,285	\$ 87,933,101	(20,727,816)	-23.57%
SCHOOL NUTRITION FUND	9,608,867	939,696	8,669,172	922.55%
DEBT SERVICE FUND	17,206,002	16,789,042	416,960	2.48%
CAPITAL PROJECTS	292,234,974	-	292,234,974	100.00%
MEDICAL TRUST FUND	6,529,313	8,391,363	(1,862,050)	-22.19%
WORKER'S COMP FUND	8,066,156	7,645,623	420,533	5.50%
SPECIAL FUNDS	269,519	254,844	14,675	5.76%
INSURANCE RECOVERY CHAPTER 313	10,855,750	5,196,685	5,659,065	108.90%
	<u>1,331,208</u>	<u>1,260,083</u>	<u>71,125</u>	<u>5.64%</u>
TOTAL	\$ <u>413,307,074</u>	\$ <u>128,410,437</u>	\$ <u>284,896,637</u>	221.86%

**INVESTMENTS BY FUND  
AT JUNE 30, 2024**



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

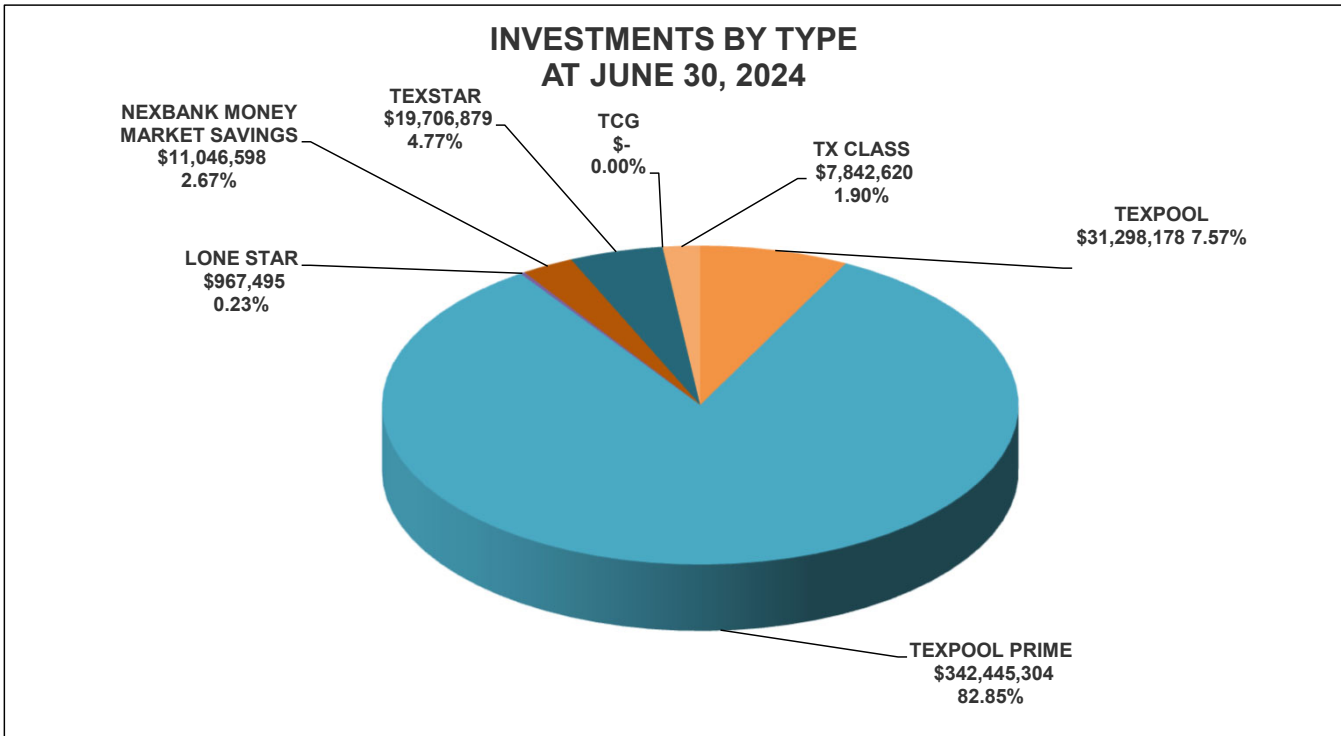
**ANNUAL REPORT OF INVESTMENTS BY TYPE  
WITH COMPARATIVE TOTALS  
FOR THE YEAR ENDED JUNE 30, 2024**

(UNAUDITED)

<b>ALL INVESTMENTS</b>	<b>AMORTIZED BOOK VALUE</b>	<b>%</b>	<b>MARKET (FAIR VALUE)</b>	<b>UNREALIZED GAIN (LOSS)</b>	<b>INTEREST EARNED</b>
TEXPOOL	\$ 31,298,178	7.57%	\$ 31,298,178	\$ -	828,108
TEXPOOL PRIME	342,445,304	82.85%	342,445,304	-	3,742,133
LONE STAR	967,495	0.23%	967,495	-	50,231
NEXBANK MONEY MARKET SAVINGS	11,046,598	2.67%	11,046,598	-	597,811
TEXSTAR	19,706,879	4.77%	19,706,879	-	1,000,093
TCG DIRECTED INVESTMENTS	-	0.00%	-	-	62,948
TEXAS CLASS	7,842,620	1.90%	7,842,620	-	1,509,014
<b>TOTAL</b>	<b>\$ 413,307,074</b>	<b>100.00%</b>	<b>\$ 413,307,074</b>	<b>\$ -</b>	<b>7,790,338</b>

**PRIOR YEAR COMPARISON**

<b>ALL INVESTMENTS</b>	<b>2023 - 2024 AMORTIZED BOOK VALUE</b>	<b>2022 - 2023 AMORTIZED BOOK VALUE</b>	<b>CHANGE</b>	<b>PERCENT CHANGE</b>
TEXPOOL	\$ 31,298,178	\$ 15,683,047	\$ 15,615,131	99.57%
TEXPOOL PRIME	342,445,304	40,383,811	302,061,493	747.98%
LONE STAR	967,495	917,263	50,232	5.48%
NEXBANK MONEY MARKET SAVINGS	11,046,598	10,448,787	597,811	5.72%
TEXSTAR	19,706,879	13,591,000	6,115,879	45.00%
TCG DIRECTED INVESTMENTS	-	2,927,923	(2,927,923)	-100.00%
TEXAS CLASS	7,842,620	44,458,606	(36,615,986)	-82.36%
<b>TOTAL</b>	<b>\$ 413,307,074</b>	<b>\$ 128,410,437</b>	<b>\$ 284,896,637</b>	<b>221.86%</b>



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ANNUAL REPORT OF EARNINGS  
JULY 1, 2023 THRU JUNE 30, 2024**

**SUMMARY INVESTMENT EARNINGS**

(UNAUDITED)

<u>FUND</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>TEXAS CLASS</u>	<u>TOTAL</u>
GENERAL	\$ 610,153	\$ 1,463,541	\$ 13,380	\$ 456,814	\$ 597,811	\$ 62,948	\$ 1,437,889	\$ 4,642,536
SCHOOL NUTRITION FUND	203,958	-	-	-	-	-	-	203,958
DEBT SERVICE	-	675,266	-	-	-	-	-	675,266
CAPITAL PROJECTS	-	880,241	-	-	-	-	-	880,241
MEDICAL TRUST	-	325,458	-	-	-	-	-	325,458
WORKER'S COMP	-	397,627	36,851	-	-	-	-	434,478
SPECIAL FUNDS	13,997	-	-	-	-	-	-	13,997
INSURANCE REC	-	-	-	543,279	-	-	-	543,279
CHAPTER 313	-	-	-	-	-	-	71,125	71,125
	<u>\$ 828,108</u>	<u>\$ 3,742,133</u>	<u>\$ 50,231</u>	<u>\$ 1,000,093</u>	<u>\$ 597,811</u>	<u>\$ 62,948</u>	<u>\$ 1,509,014</u>	<u>\$ 7,790,338</u>
PERCENT OF TOTAL	10.63%	48.04%	0.64%	12.84%	7.67%	0.81%	19.37%	100.00%

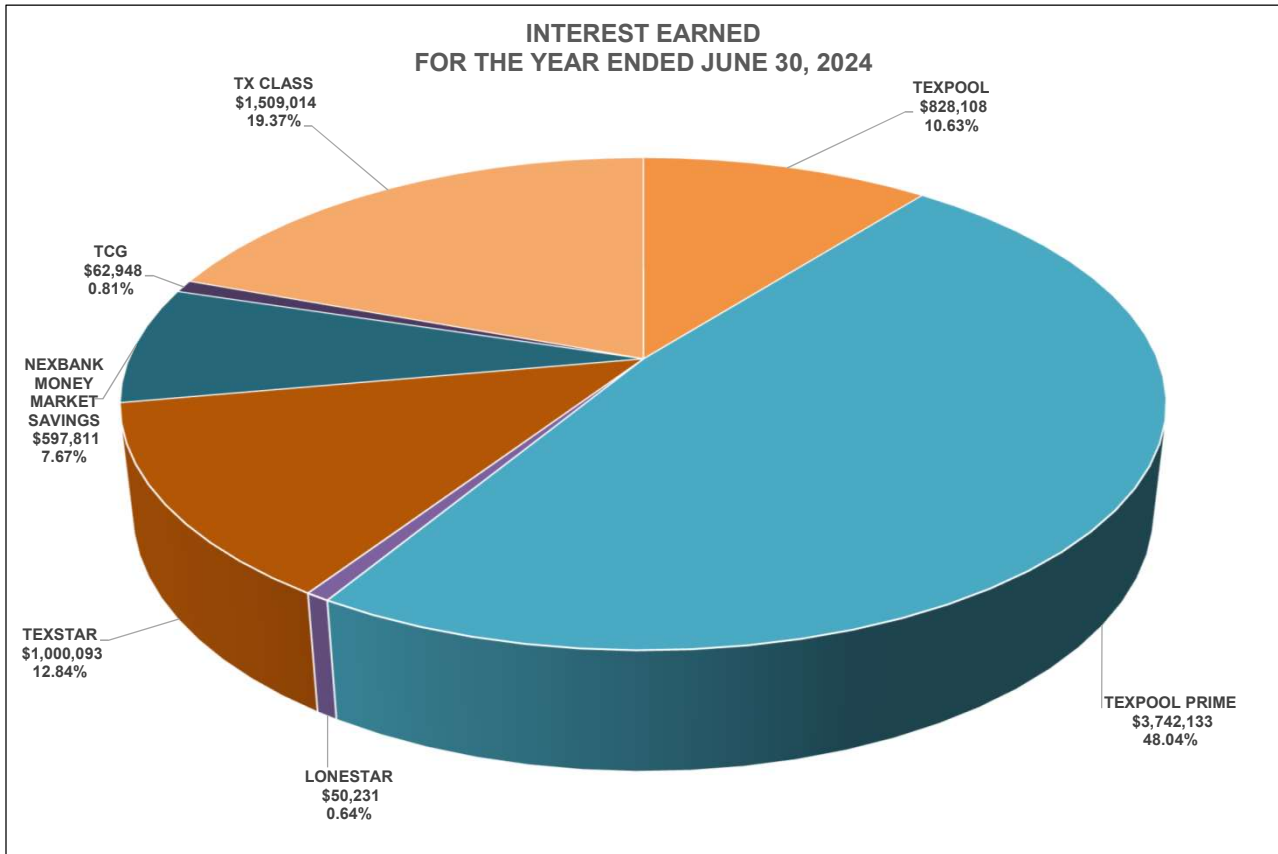
**SUMMARY OF VARIOUS EARNINGS RATES**

<u>PERIOD</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>TEXAS CLASS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2023	5.1238%	5.3597%	5.1194%	5.1148%	5.3000%	2.5800%	5.3245%	5.3300%
AUGUST 2023	5.3047%	5.5628%	5.2984%	5.2974%	5.5500%	3.0200%	5.4752%	5.4100%
SEPTEMBER 2023	5.3218%	5.5512%	5.3163%	5.3105%	5.5500%	3.4700%	5.5213%	5.4300%
OCTOBER 2023	5.3589%	5.5864%	5.3238%	5.3231%	5.6000%	3.9100%	5.5550%	5.4900%
NOVEMBER 2023	5.3724%	5.6138%	5.3506%	5.3307%	5.6000%	4.3800%	5.5859%	5.2600%
DECEMBER 2023	5.3694%	5.5951%	5.3538%	5.3378%	5.6000%	4.8100%	5.5744%	5.2600%
JANUARY 2024	5.3455%	5.5480%	5.3436%	5.3200%	5.6000%	4.7300%	5.5403%	5.2300%
FEBRUARY 2024	5.3251%	5.5038%	5.3323%	5.3035%	5.6000%	0.0000%	5.4842%	5.2400%
MARCH 2024	5.3161%	5.4891%	5.3305%	5.2986%	5.5500%	0.0000%	5.4652%	5.2400%
APRIL 2024	5.3142%	5.4765%	5.3253%	5.3057%	5.5500%	0.0000%	5.4286%	5.2500%
MAY 2024	5.3161%	5.4549%	5.3238%	5.3078%	5.5500%	0.0000%	5.4273%	5.2600%
JUNE 2024	5.3120%	5.4600%	5.3308%	5.3126%	5.5500%	0.0000%	5.4278%	5.2500%
AVERAGE FOR PERIOD	<u>5.3150%</u> (2)	<u>5.5168%</u> (2)	<u>5.3124%</u> (2)	<u>5.2969%</u> (2)	<u>5.5500%</u> (2)	<u>3.8429%</u> (2)	<u>5.4841%</u> (2)	<u>5.3042%</u> (3)
PRIOR PERIOD AVERAGE	<u>3.7359%</u> (2)	<u>3.9628%</u> (2)	<u>3.7880%</u> (2)	<u>3.6937%</u> (2)	<u>4.0375%</u> (2)	<u>0.3000%</u> (2)	<u>4.3775%</u> (2)	<u>4.0983%</u> (3)

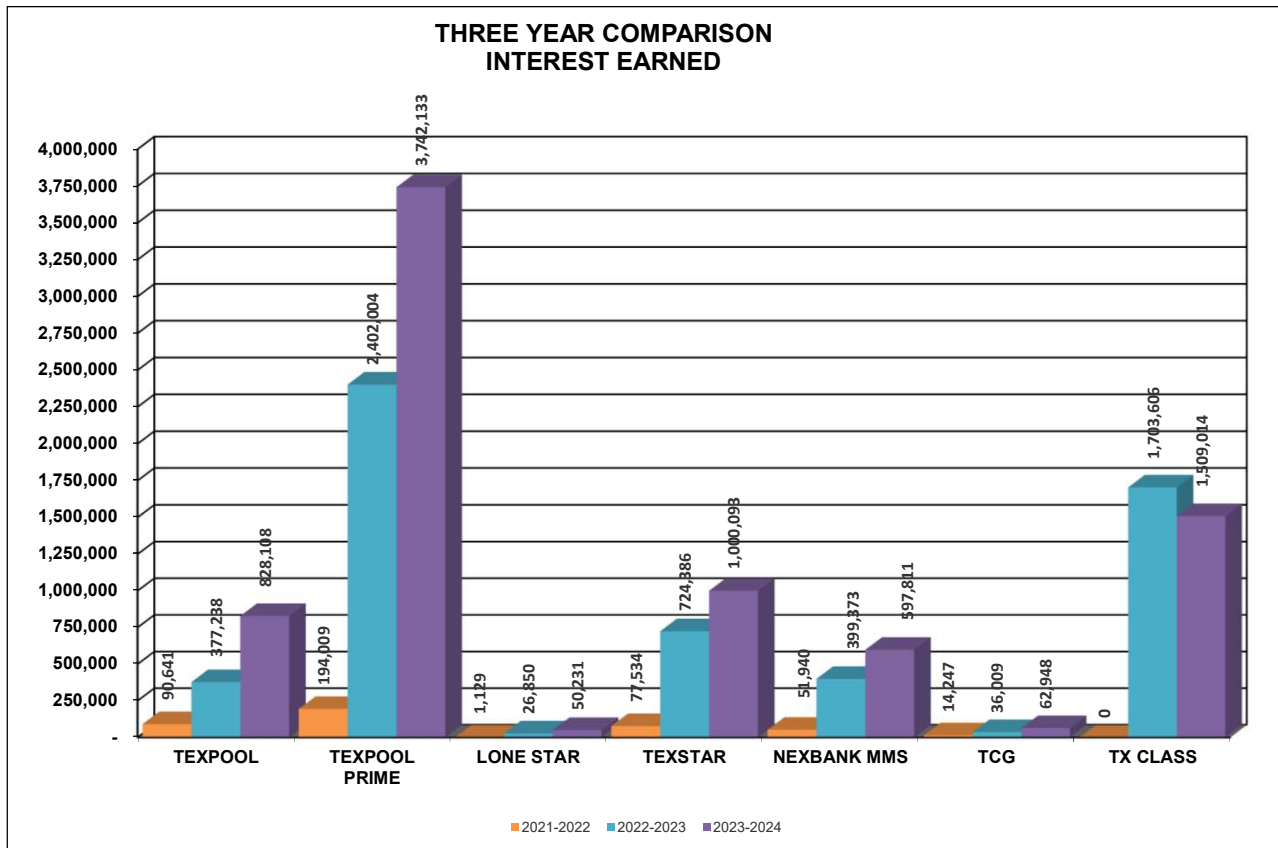
**NOTES:**

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

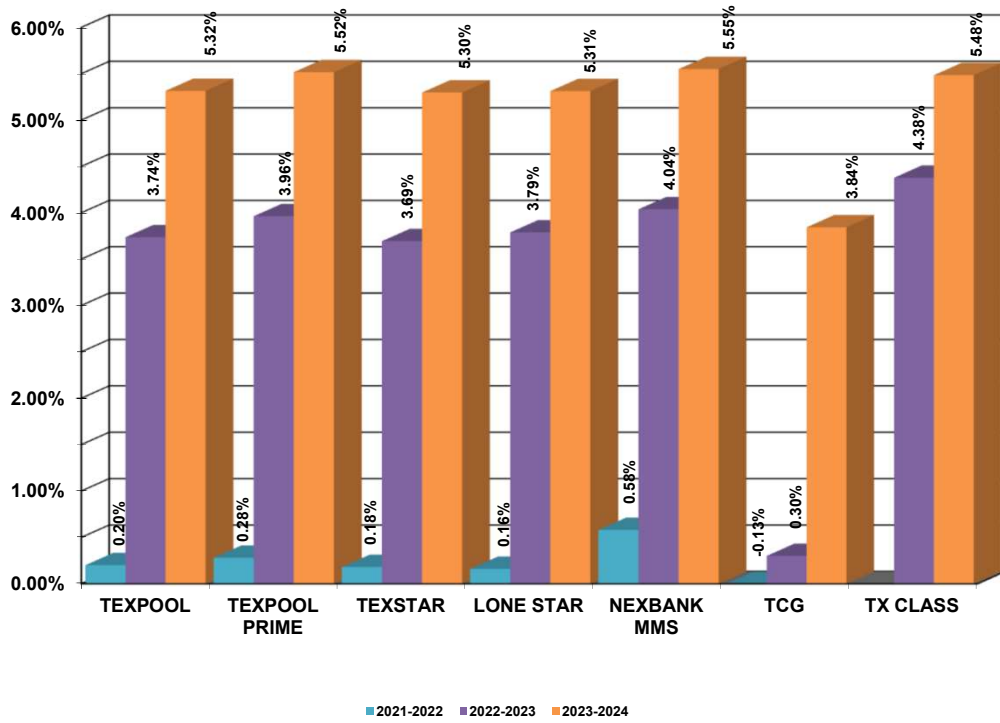
### INTEREST EARNED FOR THE YEAR ENDED JUNE 30, 2024



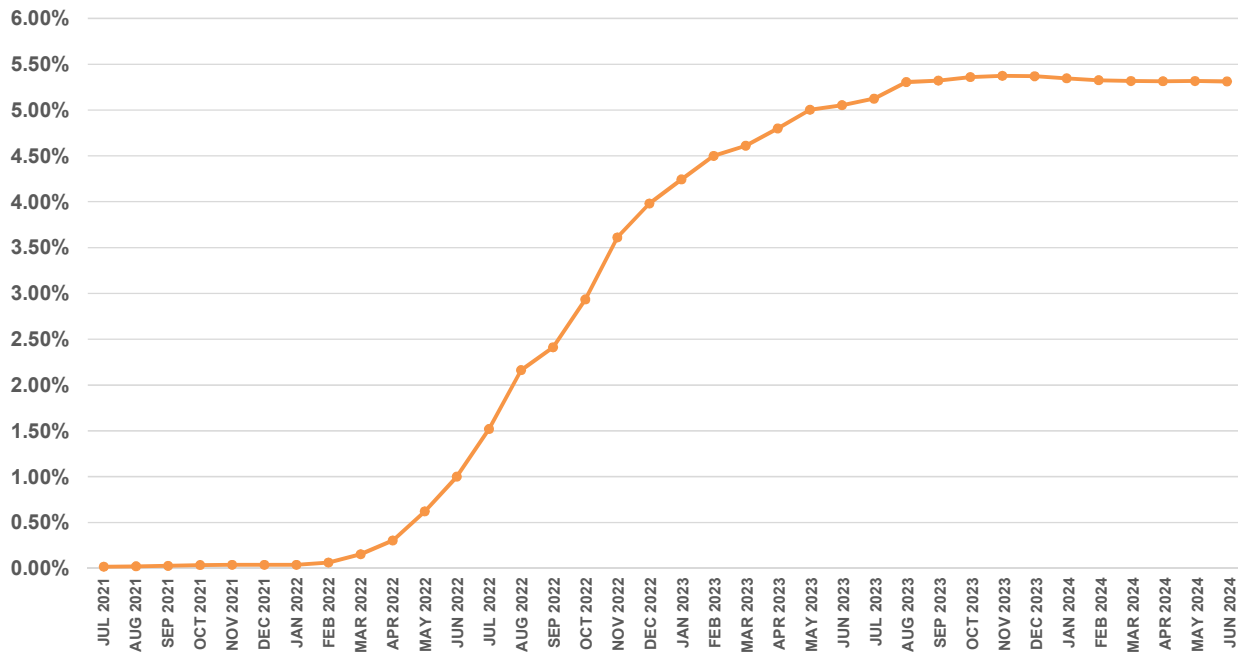
### THREE YEAR COMPARISON INTEREST EARNED



### THREE YEAR COMPARISON AVERAGE INTEREST RATES



### THREE YEARS TEXPOOL INTEREST RATES



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ANNUAL REPORT OF INVESTMENTS  
FOR THE PERIOD FROM JULY 1, 2023 THRU JUNE 30, 2024

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
<b>TEXPOOL</b>											
GENERAL FUND	\$ 14,488,507.41	339	235,093,324.86	56	228,772,193.17	610,152.69	21,419,791.79	68.44%	\$ 21,419,791.79	\$ 21,419,791.79	\$ -
SCHOOL NUTRITION FUND	939,695.53	1	8,465,213.90	0	-	203,957.92	9,608,867.35	30.70%	9,608,867.35	9,608,867.35	-
DEBT SERVICE FUND	-	0	-	0	-	-	-	0.00%	-	-	-
MEDICAL TRUST FUND	-	0	-	0	-	-	-	0.00%	-	-	-
WORKER'S COMP FUND	-	0	-	0	-	-	-	0.00%	-	-	-
SPECIAL FUNDS	254,843.57	6	8,540.63	5	7,862.67	13,997.32	269,518.85	0.86%	269,518.85	269,518.85	-
<b>TEXPOOL</b>	<b>\$ 15,683,046.51</b>	<b>346</b>	<b>243,567,079.39</b>	<b>61</b>	<b>228,780,055.84</b>	<b>828,107.93</b>	<b>\$ 31,298,177.99</b>	<b>100.00%</b>	<b>\$ 31,298,177.99</b>	<b>\$ 31,298,177.99</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	12.21%						7.57%				
<b>TEXPOOL PRIME</b>											
GENERAL FUND	\$ 8,233,886.66	65	144,708,018.08	16	135,283,630.47	1,463,541.08	19,121,815.35	5.58%	\$ 19,121,815.35	\$ 19,121,815.35	\$ -
DEBT SERVICE FUND	16,789,042.12	15	46,266,142.97	7	46,524,449.39	675,265.97	17,206,001.67	5.02%	17,206,001.67	17,206,001.67	-
CAPITAL PROJECTS 2024A	-	1	196,230,000.00	0	-	792,489.99	197,022,489.99	57.53%	197,022,489.99	197,022,489.99	-
CAPITAL PROJECTS 2024B	-	1	100,000,000.00	1	4,875,267.30	87,751.38	95,212,484.08	27.80%	95,212,484.08	95,212,484.08	-
MEDICAL TRUST FUND	8,391,362.92	13	21,467,491.64	61	23,665,000.00	325,458.14	6,529,312.70	1.91%	6,529,312.70	6,529,312.70	-
WORKER'S COMP FUND	6,969,519.01	1	1,033,805.02	1	1,047,750.78	397,626.89	7,353,200.14	2.15%	7,353,200.14	7,353,200.14	-
<b>TEXPOOL PRIME</b>	<b>\$ 40,383,810.71</b>	<b>96</b>	<b>509,705,457.71</b>	<b>86</b>	<b>211,386,097.94</b>	<b>3,742,133.45</b>	<b>\$ 342,445,303.93</b>	<b>100.00%</b>	<b>\$ 342,445,303.93</b>	<b>\$ 342,445,303.93</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	31.45%						82.85%				
<b>LONE STAR</b>											
GENERAL FUND	\$ 241,159.37	0	-	0	-	13,380.18	254,539.55	26.31%	\$ 254,539.55	\$ 254,539.55	\$ -
WORKER'S COMP FUND	676,103.71	0	-	0	-	36,851.55	712,955.26	73.69%	712,955.26	712,955.26	-
<b>LONE STAR</b>	<b>\$ 917,263.08</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>50,231.73</b>	<b>\$ 967,494.81</b>	<b>100.00%</b>	<b>\$ 967,494.81</b>	<b>\$ 967,494.81</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	0.71%						0.23%				
<b>NEXBANK MONEY MARKET SAVINGS</b>											
GENERAL FUND	\$ 10,448,786.57	0	-	0	-	597,811.15	11,046,597.72	0.00%	\$ 11,046,597.72	\$ 11,046,597.72	\$ -
<b>MONEY MARKET</b>	<b>\$ 10,448,786.57</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>597,811.15</b>	<b>\$ 11,046,597.72</b>	<b>100.00%</b>	<b>\$ 11,046,597.72</b>	<b>\$ 11,046,597.72</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	8.14%						2.67%				
<b>TEXSTAR</b>											
GENERAL FUND	\$ 8,394,314.86	0	-	0	-	456,813.77	8,851,128.63	44.91%	\$ 8,851,128.63	\$ 8,851,128.63	\$ -
INSURANCE RECOVERY	5,196,685.41	0	5,115,786.26	0	-	543,278.76	10,855,750.43	55.09%	10,855,750.43	10,855,750.43	-
<b>TEXSTAR</b>	<b>\$ 13,591,000.27</b>	<b>0</b>	<b>5,115,786.26</b>	<b>0</b>	<b>0.00</b>	<b>1,000,092.53</b>	<b>\$ 19,706,879.06</b>	<b>100.00%</b>	<b>\$ 19,706,879.06</b>	<b>\$ 19,706,879.06</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	10.58%						4.77%				
<b>TCG DIRECTED INVESTMENTS</b>											
GENERAL FUND	\$ 2,927,923.05	0	2,429,011.85	7	5,419,882.69	62,947.79	-	0.00%	\$ -	\$ -	\$ -
<b>TCG DIRECTED INVESTMENTS</b>	<b>\$ 2,927,923.05</b>	<b>0</b>	<b>2,429,011.85</b>	<b>7</b>	<b>5,419,882.69</b>	<b>62,947.79</b>	<b>\$ 0.00</b>	<b>0.00%</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	2.28%										
<b>TEXAS CLASS</b>											
GENERAL FUND	\$ 43,198,522.92	14	26,975,000.00	6	65,100,000.00	1,437,888.84	6,511,411.76	83.03%	\$ 6,511,411.76	\$ 6,511,411.76	\$ -
CHAPTER 313	1,260,063.47	0	-	-	-	71,124.86	1,331,208.33	16.97%	1,331,208.33	1,331,208.33	-
<b>TEXAS CLASS</b>	<b>\$ 44,458,606.39</b>	<b>14</b>	<b>26,975,000.00</b>	<b>6</b>	<b>65,100,000.00</b>	<b>1,509,013.70</b>	<b>\$ 7,842,620.09</b>	<b>100.00%</b>	<b>\$ 7,842,620.09</b>	<b>\$ 7,842,620.09</b>	<b>\$ 0.00</b>
% OF GRAND TOTAL	34.62%						1.90%				
<b>TOTAL ALL INVESTMENTS</b>	<b>\$ 128,410,436.58</b>	<b>456</b>	<b>787,792,335.21</b>	<b>160</b>	<b>510,686,036.47</b>	<b>7,790,338.28</b>	<b>\$ 413,307,073.60</b>	<b>100.00%</b>	<b>\$ 413,307,073.60</b>	<b>\$ 413,307,073.60</b>	<b>\$ 0.00</b>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
ANNUAL REPORT OF INVESTMENTS  
FOR THE PERIOD FROM JULY 1, 2023 THRU JUNE 30, 2024

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
<b>RECAP</b>											
<b>ALL FUNDS</b>											
GENERAL FUND	\$ 87,933,100.84	418	409,205,354.79	85	434,575,706.33	4,642,535.50	67,205,284.80	16.26%	\$ 67,205,284.80	\$ -	-
SCHOOL NUTRITION FUND	939,695.53	1	8,465,213.90	0	-	203,957.92	9,608,867.35	2.32%	9,608,867.35	-	-
DEBT SERVICE FUND	16,789,042.12	15	46,266,142.97	7	46,524,449.39	675,265.97	17,206,001.67	4.16%	17,206,001.67	-	-
CAPITAL PROJECTS	-	1	296,230,000.00	1	4,875,287.30	880,241.37	292,234,974.07	70.71%	292,234,974.07	#	-
MEDICAL TRUST FUND	8,391,362.92	13	21,467,491.64	61	23,655,000.00	325,458.14	6,529,312.70	1.58%	6,529,312.70	-	-
WORKER'S COMP FUND	7,645,622.72	1	1,033,805.02	1	1,047,750.78	434,478.44	8,066,155.40	1.95%	8,066,155.40	-	-
SPECIAL FUNDS	254,843.57	6	8,540.63	5	7,862.67	13,997.32	269,518.85	0.07%	269,518.85	-	-
INSURANCE RECOVERY	5,196,685.41	0	5,115,786.26	0	-	543,278.76	10,855,750.43	2.63%	10,855,750.43	-	-
CHAPTER 313	1,260,083.47	0	-	0	-	71,124.86	1,331,208.33	0.32%	1,331,208.33	-	-
<b>TOTAL</b>	<b>\$ 128,410,436.58</b>	<b>455</b>	<b>787,792,335.21</b>	<b>160</b>	<b>510,686,036.47</b>	<b>7,790,338.28</b>	<b>\$ 413,307,073.60</b>	<b>100.00%</b>	<b>\$ 413,307,073.60</b>	<b>\$ 413,307,073.60</b>	<b>0.00</b>
<b>ALL INVESTMENTS</b>											
TEXPOOL	\$ 15,683,046.51	346	243,567,079.39	61	228,780,055.84	828,107.93	31,298,177.99	7.57%	\$ 31,298,177.99	\$ -	-
TEXPOOL PRIME	40,383,810.71	96	509,705,457.71	86	211,386,097.94	3,742,133.45	342,445,303.93	82.85%	342,445,303.93	-	-
LONE STAR	917,263.08	0	-	0	-	50,231.73	967,494.81	0.23%	967,494.81	-	-
NEXBANK MONEY MARKET SAVINGS	10,448,786.57	0	-	0	-	597,811.15	11,046,597.72	2.67%	11,046,597.72	-	-
TEXSTAR	13,591,000.27	0	5,115,786.26	0	-	1,000,092.53	19,706,879.06	4.77%	19,706,879.06	-	-
TCG DIRECTED INVESTMENTS	2,927,923.05	0	2,429,011.85	7	5,419,882.69	62,947.79	-	0.00%	-	-	-
TEXAS CLASS	44,458,606.39	14	26,975,000.00	6	65,100,000.00	1,509,013.70	7,842,620.09	1.90%	7,842,620.09	-	-
<b>TOTAL</b>	<b>\$ 128,410,436.58</b>	<b>456</b>	<b>787,792,335.21</b>	<b>160</b>	<b>510,686,036.47</b>	<b>7,790,338.28</b>	<b>\$ 413,307,073.60</b>	<b>100.00%</b>	<b>\$ 413,307,073.60</b>	<b>\$ 413,307,073.60</b>	<b>0.00</b>

**NOTES:**

\* Includes recorded gain of \$40,251.65

Weighted Average Maturity for ECISD is 1 day for all bank accounts and pooled investments.

GASB Statement No. 31 requires all investments to be reported at fair market value(FMV) except for money market investments, investments with maturities less than 12 months at time of purchase and nonparticipating contracts (CD's).

This annual report is in compliance with the investment strategy as established for the pooled investment fund and the Public Funds Investment Act, Texas Government Code (Chapter 2256).

**Ector County Independent  
School District**

**INVESTMENT POLICY**

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

**INVESTMENTS - APPROVAL OF INVESTMENT POLICY**

Texas Government Code, Sec. 2256.005(e)

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

\*\*\*\*\*

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

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

**Definitions**

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

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Hedging

“Hedging” means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

*Eligible Entity*

“Eligible entity” means a political subdivision that has:

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

*Eligible Project*

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

*Gov’t Code 2256.0207(a)*

Corporate Bond

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

**Written Policies**

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

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;

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3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov't Code 2256.005(a), (b)*

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment  
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

*Gov't Code 2256.005(d)*

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Investment Officer	<p>A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. <i>Gov't Code 2256.005(f)</i></p> <p>A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. <i>Gov't Code 2256.003(c)</i></p>
Investment Training	<p>Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. <i>Gov't Code 2256.008(c)</i></p>
<i>Initial</i>	<p>Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least 10 hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. <i>Gov't Code 2256.008(a)</i></p>
<i>Ongoing</i>	<p>The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated</p>

investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

*Gov't Code 2256.008(g)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas

Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
  - a. Beginning market value for the reporting period;
  - b. Ending market value for the period; and
  - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

*Gov't Code 2256.025*

**Bond Proceeds**

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

*Gov't Code 2256.0208(b)*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

**Investment Management Firm**

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution.

A district that contracts with an investment management firm may authorize the firm to invest the district's public funds or other funds

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under the district's control in repurchase agreements as provided by Government Code 2256.011 using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of a district must ensure that:

1. Accounting and control procedures are implemented to document the district's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

*Gov't Code 2256.003(b), .011(f), (g)*

Obligations of  
Governmental  
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;

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7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
  - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
  - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
  - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
  - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized  
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

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4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

Certificates of  
Deposit and Share  
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Com-

mission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase  
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district either directly or through a joint account approved by the district, held in the district's name either directly or through a joint account approved by the district, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011(a), (c), (d), (e)*

Securities Lending  
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;

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2. A loan allows for termination at any time;
3. A loan is secured by:
  - a. Pledged securities described at Obligations of Governmental Entities, above;
  - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
  - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

Banker's  
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or

an equivalent rating by at least on nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
  - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
  - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed  
Investment  
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

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4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

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A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

*Gov't Code 2256.0204*

Hedging  
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

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2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited  
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

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**Note:** As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

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Loss of Required  
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of  
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
  - a. Is dependent on an analysis of the makeup of the district's entire portfolio;

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- b. Requires an interpretation of subjective investment standards; or
- c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov't Code 2256.005(k)-(l)*

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business  
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds  
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

**Objectives**

The investment policy of the District shall be to:

1. Assure the safety of the invested funds of the District;
2. Maintain sufficient liquidity to provide adequate and timely working funds;
3. Attain the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board;
4. Diversify investments as to maturity, instruments, and financial institutions where permitted under state law; and
5. Ensure the quality and capability of investment officers through ongoing training.

**Investment Authority**

The chief financial officer and other persons designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011. A master repurchase agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions shall be on a delivery versus payment basis.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.

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6. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
8. Public funds investment pools as permitted by Government Code 2256.016.

**Safekeeping Agreement**

The District shall contract with a bank or banks for the safekeeping of securities either owned by the District as part of its investment portfolio or held as collateral to secure demand or time deposits.

**Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral shall be held by a third party custodian designated by the District, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateral for certificates of deposits in banks shall be registered in the District's name in the bank's trust department or, alternatively, in a Federal Reserve Bank account in the District's name, or a third party bank in the District's name, at the District's discretion.

The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Pooling of Funds**

Except for cash in certain restricted and special funds, the District may consolidate cash balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The portfolio shall

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have a weighted average maturity of one year or less. This dollar weighted average maturity shall be calculated using the stated final maturity dates of each security.

**Liquidity and Maturity**

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market Prices**

Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. The chief financial officer shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. All prudent measures shall be taken to liquidate an investment that is downgraded to less than the required minimum rating.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Maximum Allowable Stated Maturity**

The maximum allowable stated maturity of any individual investment owned by the entity shall be as follows:

	<b>Maximum Allowable Maturity</b>
1. U.S. Treasuries and securities with U.S. government guarantee	5 years
2. U.S. government agencies and instrumentalities	5 years
3. Fully insured or collateralized CDs	365 days
4. Banker's acceptance	270 days
5. Commercial paper	270 days
6. Repurchase agreements	365 days
7. Money market funds	90 days
8. Local government investment pool	365 days
9. Mutual funds	365 days

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

- Operating Funds Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
- Custodial Funds Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
- Debt Service Funds Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
- Capital Project Funds Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
- Food Service Funds Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
- Internal Service Funds Investment strategies for workers' compensation insurance and medical trust funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted average maturity limits and diversification.

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping;
4. Clear delegation of authority;
5. Written confirmation of telephone transactions;
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale; and
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

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COLLATERALIZATION

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the District to require full collateralization of all District investments and funds on deposit with a depository bank, other than investments which are obligations of the U. S. Government and its agencies and instrumentalities. As required by Government Code 2257.022, the collateralization level shall be 110 percent of market value of principal and accrued interest on the deposits or investments, less an amount insured by the FDIC or FSLIC. Securities pledged as collateral shall be held by an independent third party with which the District has a current custodial agreement. The Executive Director of Finance is responsible for entering into collateralization agreements with third-party custodians in compliance with this policy. The agreements are to specify the acceptable investment securities for collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. Collateral shall be reviewed at least weekly to assure that the market value of the pledged securities is adequate.

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**INVESTMENT OFFICERS/COMMITTEE**

## INVESTMENTS - APPROVAL OF INVESTMENT OFFICERS/COMMITTEE

Texas Government Code, Sec. 2256.005(f)

- (f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity or the termination of the person's employment by the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer or manage in any other manner the funds of the investing entity.

It is recommended that the following individuals be approved as investment officers for the District. As approved officers, these individuals will also act as the Investment Committee for the District:

Deborah Ottmers	Chief Financial Officer
Albessa Chavez	Executive Director of Finance
Morgan Eaton	Assistant Director of Finance

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**INVESTMENT SOURCES**

**INVESTMENTS - SELECTION OF AUTHORIZED BROKERS**

Texas Government Code, Sec. 2256.025

The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

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It is recommended that the following be approved as authorized sources of investments:

TexPool	Investment Pool
TexPool – Prime	Investment Pool
LoneStar	Investment Pool
TexStar	Investment Pool
Texas CLASS	Investment Pool
Schwab/TD Ameritrade	Securities
NexBank	Money Market Savings

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**INVESTMENT TRAINING SOURCES**

## INVESTMENTS - APPROVAL OF INDEPENDENT SOURCES OF INSTRUCTION

Texas Government Code, Sec. 2256.008 Investment Training; Local Governments:

- (a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:
  - (1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and
  - (2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.
- (a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

It is recommended that the following be approved sources of independent instruction:

Texas Association of School Boards (TASB)  
Texas Association of School Business Officials (TASBO)  
The State of Texas and its Agencies  
Any CPA Firm  
Any Service Center  
Any Accredited College or University

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## GLOSSARY OF TERMS

**A1/P1 Rating:** "A1" is the highest short-term rating category assigned by Standard & Poor's, while "P1" is the highest short-term rating category for Moody's Investor Service. Securities that have been assigned both an A1 and a P1 rating are considered to be of high credit quality. Standard and Poor's designates certain securities within the A1 category with a plus sign (+) indicating that the issuer of the security has an extremely strong capacity to meet its financial obligations.

**Accrual (or Accrual Basis):** The most common form of accounting, which reports income when earned and expenses when incurred. Accrual accounting may be contrasted to accounting on a cash basis, in which income is reported when received and expenses are reported when paid.

**Accrued Interest:** The accumulated interest due on a security as of the last interest payment made. A security is always sold with the accrued interest included. Investors who buy securities in the secondary market will be required to purchase any interest on the securities that has accrued prior to settlement. This is because the previous owner of a security earned the income, but will not receive future coupon payments.

**Agency:** In securities trading, the term Agency refers to a federal government agency that issues securities, other than the U.S. Treasury, i.e. the Federal Home Loan Mortgage Corporation (FHLM).

**Agency Discount Note:** A note that has been issued by a U.S. governmental-related agency other than the U.S. Treasury.

**Amortization:** The accounting practice that gradually reduces the cost or book value of an asset through periodic charges to income, such as: (1) the portion of the cost of a limited-life or intangible asset charged as an expense during a particular period, or (2) the reduction of debt by regular payments of principal and interest to retire the debt by maturity. The purpose of amortization is to reflect an asset's resale or redemption value.

**Automated Clearing House (ACH) System:** A domestic electronic funds transfer system.

**Banker's Acceptance (BA):** (1) Short-term, non-interest-bearing notes sold at a discount and redeemed by the accepting banks at maturity for face value. BA's are generally created based on a letter of credit issued in a foreign trade transaction. (2) A money market instrument that is used to finance import or export transactions. BA's are essentially checks. They represent a bank's promise and ability to pay the face or principal amount on the banker's acceptance on the stipulated maturity date. Maturities for BA's are generally less than three months. Any BA purchased by a public entity must have a stated maturity of 270 days or less, must be accepted by a bank organized and existing under federal law, and the short-term obligations of the bank must be rated not less than A1/P1. Similarly to a treasury bill, a BA typically does not have a coupon, is issued at a discount, and matures at par (face value).

**Basis Point (BP):** The smallest unit of measurement used in quoting yields on bonds and notes. One basis point is .01%, or one one-hundredth (1/100) of a percent of yield (.01% or .0001). One hundred basis points equals 1%.

**Benchmark:** The performance of a predetermined group of securities, individual security, or an index used to compare risk and performance to a managed portfolio. A good benchmark should be verifiable, easy to understand, and appropriate to the investment portfolio to which it is being compared. Typical benchmarks used in the public sector include three-month, six-month, and one-year Treasury bill averages over the same measurement period. The benchmark selected should have a similar maturity to the investment portfolio under examination.

**Book Entry:** The name given to securities whose ownership and transfer occurs on a computer system rather than the physical delivery of a security. This system eliminates the need to physically transfer bearer-form paper, or to register securities by using a central depository facility/bank.

**Book Value:** The value at which the security is carried in the financial records of an investor. A security's book value reflects the price at which the security was originally bought, plus the net amortization/accretion up to that point in time. In the case of assets subject to reduction by valuation allowances, book value refers to cost or stated value less the appropriate allowance. Sometimes a distinction is made between gross book value (the value before deduction of related allowances) and net book value (which designates the value after the deduction). In the absence of any modifiers, however, book value is understood to be synonymous with net book value.

**Broker:** An individual who brings security buyers and sellers together in return for a commission or fee. The broker takes no position in a securities trade, and does not act as a principal or own securities. A broker will assist an investor in buying and selling treasuries, agencies, commercial paper and other authorized investments.

**Commercial Paper:** Defined as unsecured short-term obligations with maturities ranging from one to 270 days issued by banks, corporations, and other borrowers to investors with large temporary cash positions. This type of investment is usually issued at a discount and carries a zero coupon. The accounting process for commercial paper is identical to the accounting process for a treasury bill.

**Committee on Uniform Securities Identification Procedures (CUSIP):** Assigns codes to securities for the purpose of identification. These codes are often referred to as a security's CUSIP number (a nine-digit, alpha/numeric identification number).

**Compensating Balance:** The amount of money that a bank requires a customer to maintain in a non-interest bearing account, in order to waive bank fees.

**Credit Risk:** A type of investment risk. The risk that the issuer of a security will default or fail, or that the issuer's credit rating will be lowered. If one of these events occurs, part or all of the invested principal in the security could be lost. Credit risk exposure can be affected by a concentration of deposits or investments in any ONE type of investment.

**Current Yield:** The annual interest rate divided by the current market price. Current yield is what a bond is actually yielding today as opposed to the yield to maturity or coupon rate.

**Custodial Agreement:** A written contract establishing the responsibilities of a custodian who holds collateral for deposits with financial institutions, investment securities or securities underlying repurchase agreements.

**Delivery vs. Payment (DVP):** This occurs when securities are delivered with an exchange of money or payment for the security.

**Discount:** (1) The difference between the purchase price (cost) of a security and its par (face) value. This discount represent the income to be earned on the security, and will be accreted over the life of the security. (2) A security selling below the original offering price shortly after the sale is also considered to be a discount. (3) In the context of bonds payable and investments, the amount by which par value exceeds the price paid for a security.

**Discount Securities:** Non-interest bearing money market securities that are issued at a discount and redeemed at maturity for the full face value.

**Face Value:** (1) The par value or maturity value of a security. (2) The redemption value printed on the face of the certificate. (3) The amount of the issuer's liability stated in the security document.

**Fair Market Value:** The price a willing buyer would purchase the security from a willing seller in a bona fide arm's length transaction.

**Federal Funds Rate:** The rate of interest at which banks with excess reserves charge other banks lacking these reserves for overnight loans in order for the bank in need to meet their reserve requirements. This important overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve "raises rates", the target federal funds rate is increased and other short-term security yields will follow. Since investment pools and money market funds invest heavily in short-term securities, their interest rates often approximate the federal funds rate at any given time.

**Federal Home Loan Bank (FHLB):** A banking institution that regulates and lends money to savings and loan associations, cooperative banks and other mortgage lenders in a manner that is similar to the Federal Reserve's relationship with commercial banks. The FHLB system is made up of 12 regional banks. The FHLB system raises money by issuing notes and bonds. It lends money to savings and loans and other mortgage lenders, based on the amount of collateral the borrowing institution can provide. The FHLB issues both callable and noncallable agency securities as well as discount notes.

**Federal Home Loan Mortgage Corporation (FHLMC):** The FHLMC, otherwise known as "Freddie Mac" is a publicly chartered agency that buys qualifying residential mortgages from lenders. It repackages these pooled mortgages into new securities that are backed by the pooled mortgages, provides certain guarantees, and then resells them in the open market. They issue both callable and noncallable agency securities as well as discount notes.

**Federal Housing Administration (FHA):** The federally sponsored agency that insures lenders against loss on residential mortgages.

**Federal National Mortgage Association (FNMA):** The FNMA, otherwise known as "Fannie Mae", is a federal corporation that operates under the auspices of the United States Department of Housing and Urban Development (HUD). This corporation is the largest single provider of residential mortgage funds in the U.S. FNMA is a private stockholder-owned corporation that purchases a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. It purchases conventional and insured mortgages from governmental

agencies such as the FHA and VA. Its securities are highly liquid and widely accepted. FNMA issues both callable and noncallable agency securities as well as discount notes.

**Federal Reserve Bank (or the Fed):** Any one of 12 federally chartered banks established to maintain reserves, issue bank notes, and lend money to member banks.

**Government Accounting Standards Board (GASB):** Established in 1984 as an arm of the Financial Accounting Foundation, it is responsible for developing standards of financial accounting and reporting with respect to the activities of state and local governments.

**Government National Mortgage Association (GNMA):** The GNMA, otherwise known as “Ginny Mae” buys VA and FHA mortgages, then issues bonds that are secured by pools of these mortgages. An investor in this type of bond receives monthly payments of principal and interest that represent monthly mortgage payments by homeowners.

**Investment Pool (or Local Government Investment Pool):** A professionally managed pool of funds composed of cash deposits from a large group of cities, counties, school districts and local governments. In Texas, the ability to pool assets was created under the Local Government Cooperation Act. The pool manager purchases a portfolio of securities with the deposits and each pool participant owns a pro rata share in the portfolio.

**Investment Portfolio (or Portfolio):** The holdings of stocks, bonds, cash equivalents, or other assets by an individual, corporation, or institution.

**Investment Risk:** The total of all risks associated with an investment security.

**Market Value:** (1) The price at which a security is trading and could presumably be purchased or sold. (2) The current value of a security, which is determined by multiplying its par (face) value by the current market price. The unrealized gain or loss on a security can be calculated by subtracting the book value from the market value.

**Master Repurchase Agreement:** To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

**Maturity (or Maturity Date):** This refers to the date when the principal amount of a security or debt becomes due and payable.

**Money Market Account:** A savings account that generally earns interest at a higher rate than a regular savings account. Money Market accounts have a required minimum balance and other restrictions.

**Money Market Fund:** (1) A mutual fund that is invested in short-term investments. (2) An open end investment company (mutual fund) that invests in money market instruments. It is a highly liquid investment that pays money market rates of interest.

**Net Asset Value Funds (NAV):** A mutual fund whose share values fluctuate with changes in market prices. A net asset value fund seeks to offer a higher yield than a constant dollar fund (money market fund) by purchasing longer maturing securities. These net asset value funds experience market fluctuations due to the risk of the longer securities. These fluctuations will subject the investor to a higher level of market price and volatility risk than a constant dollar fund.

**Public Funds Investment Act (PFIA):** This act is Chapter 2256 of the Texas Government Code and details the state law governing the investment of public funds.

**Ratings:** Ratings are (1) designations used by investors or by services to give relative indications of credit quality. (2) In the context of bonds, a rating is normally an evaluation of credit-worthiness performed by an independent rating service.

**Repurchase Agreement (REPO):** An investment agreement involving the purchase of a security with a simultaneous agreement to repurchase that security at a specified price and date. REPO's may be used to earn income on idle cash at or near the federal funds market rate. A holder of securities sells them to an investor with a repurchase agreement. The buyer is in effect lending the seller money for the period of the agreement. The term of the repurchase agreement is structured to compensate the buyer. Dealers often use repurchase agreements to finance their positions. The exception occurs when the Fed is said to be doing repurchase agreements, in this instance it is lending money; i.e., increasing bank reserves. Repurchase agreements should always be governed by an executed PSA Master Repurchase Agreement between the investor and the dealer to reduce both these types of collateral risk.

**Settlement Date:** The purchase or sale date during which money actually changes hands.

**Treasury (or Treasuries):** A general term referring to U.S. Treasury securities.

**Treasury Bill (T-Bill):** A marketable, short-term, noninterest bearing, security that is issued by the U.S. Treasury at a discount to finance the national debt. They are issued to mature in three months (90 days), six months (180 days), or one year (365 days).

**Treasury Bond (T-Bond):** A marketable, long-term, fixed interest bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of more than 10 years.

**Treasury Note (T-Note):** A marketable, medium-term, coupon bearing, security that is issued by the U.S. Treasury as a direct debt obligation of the government with a maturity of 2 to 10 years.

**Weighted Average Maturity (WAM):** The common term, usually expressed in number of days, which represents a weighted average of the remaining term to maturity of all of the assets in an investment pool or securities portfolio. A longer WAM is generally indicative of more market risk. The maximum WAM for AAA-rated money market pools in Texas is 60 days. An SEC money market fund may have a 90-day WAM.

**Yield:** Yield is the return, expressed as a percentage, a security will earn as a result of both the coupon rate and any discount or premium paid. A yield will exceed the coupon if purchased at a discount (and vice-versa).



# ECISD Certified T-TESS Appraisers 2024-2025

Last Name	First Name	Role	Certification Status	Certification Year
acosta	margarita	Observer	Certified	2024 - 2025
Agdipa	Sara Jane	Observer	Certified	2024 - 2025
Aguilar	Priscilla	Assistant School Administrator	Certified	2024 - 2025
Anderson	Heath	District Administrator	Certified	2024 - 2025
Anderson	Amy	Observer	Certified	2024 - 2025
Andrews	Connie	School Administrator	Certified	2024 - 2025
Aranda	Maribel	School Administrator	Certified	2024 - 2025
Avila	Melissa	Assistant School Administrator	Certified	2024 - 2025
Avila	Abel	Observer	Certified	2024 - 2025
Barrientes	Rene	Assistant School Administrator	Certified	2024 - 2025
Barton	Brandi	Assistant School Administrator	Certified	2024 - 2025
berridge	jessica	Assistant School Administrator	Certified	2024 - 2025
bizzell	jennifer	School Administrator	Certified	2024 - 2025
Boen	Kira	Assistant School Administrator	Certified	2024 - 2025
Brazil smith	Angela	Assistant School Administrator	Certified	2024 - 2025
brewster	aundrea	School Administrator	Certified	2024 - 2025
brooks	lola	Assistant School Administrator	Certified	2024 - 2025
Bynum	Debbie	District Administrator	Certified	2024 - 2025
Byrd	Debra	Assistant School Administrator	Certified	2024 - 2025
carlos	frances	Observer	Certified	2024 - 2025
castillo	dan	School Administrator	Certified	2024 - 2025
Crier	Zenovia	School Administrator	Certified	2024 - 2025
Crissinger	Mark	Assistant School Administrator	Certified	2024 - 2025
Cuellar	Christine	Assistant School Administrator	Certified	2024 - 2025
Dannheim	Paula	School Administrator	Certified	2024 - 2025
De Loera	Denise	School Administrator	Certified	2024 - 2025
Dobbins	Alexandria	Observer	Certified	2024 - 2025
Dominguez	Angela	District Administrator	Certified	2024 - 2025
elizondo	monica	School Administrator	Certified	2024 - 2025
Ferrini	Michelle	School Administrator	Certified	2024 - 2025
Fitzgerald	Natalie	School Administrator	Certified	2024 - 2025
Flores	Dora	School Administrator	Certified	2024 - 2025
fulton	mary	Observer	Certified	2024 - 2025
galindo	tanya	School Administrator	Certified	2024 - 2025
Galindo	Adonica	School Administrator	Certified	2024 - 2025
Garcia	Sydney	Observer	Certified	2024 - 2025
Garcia	Alejandra	Assistant School Administrator	In Progress	2024 - 2025
Gerig	Mitch	School Administrator	Certified	2024 - 2025
gonzalez	nora	School Administrator	Certified	2024 - 2025
Gorman	Mary	Observer	Certified	2024 - 2025
Green	Jacob	School Administrator	Certified	2024 - 2025
Hawkins	Sarah L	School Administrator	Certified	2024 - 2025
Head	Carla	Observer	Certified	2024 - 2025
Helferich	Heidi	Observer	Certified	2024 - 2025
Hernandez	David	Observer	Certified	2024 - 2025
Hilton	Angelina	School Administrator	Certified	2024 - 2025
hiner	misty	Observer	Certified	2024 - 2025
Holguin	Alisha	Assistant School Administrator	Certified	2024 - 2025
Hughes	Tony Curtis	Assistant School Administrator	Certified	2024 - 2025

Last Name	First Name	Role	Certification Status	Certification Year
Jeffery	Ardayda	Assistant School Administrator	Certified	2024 - 2025
jimenez	mirna	Assistant School Administrator	Certified	2024 - 2025
Keast	Michelle	Assistant School Administrator	Certified	2024 - 2025
king	Ialonnie	Assistant School Administrator	Certified	2024 - 2025
lara	susana	Assistant School Administrator	Certified	2024 - 2025
Lee	Regina	School Administrator	Certified	2024 - 2025
Lewallen	Michelle	Assistant School Administrator	Certified	2024 - 2025
lightfoot	randy	Observer	Certified	2024 - 2025
Llanez	Gregory	Assistant School Administrator	Certified	2024 - 2025
Lopez	Claudia	School Administrator	Certified	2024 - 2025
Mahaffey	Sheryl	Assistant School Administrator	Certified	2024 - 2025
marshall	julie	School Administrator	Certified	2024 - 2025
Martin Velicias	Sonia	Observer	Certified	2024 - 2025
Martinez	Sam	School Administrator	Certified	2024 - 2025
mclane	fallon	School Administrator	Certified	2024 - 2025
Mercedes Shirley	MS	Assistant School Administrator	Certified	2024 - 2025
Merritt	Ryan	School Administrator	Certified	2024 - 2025
Miller	Karl	School Administrator	Certified	2024 - 2025
mock	jennifer	School Administrator	Certified	2024 - 2025
montalvo	trisha	Assistant School Administrator	Certified	2024 - 2025
Moreno	Efrain	Assistant School Administrator	Certified	2024 - 2025
Moreno	Jessica	Assistant School Administrator	Certified	2024 - 2025
morgan dowds	heather	School Administrator	Certified	2024 - 2025
Munoz	Jose	Assistant School Administrator	Certified	2024 - 2025
Musa	Rakia	District Administrator	Certified	2024 - 2025
nall	kyrsten	District Administrator	Certified	2024 - 2025
Natividad-Ramos	Samantha	Assistant School Administrator	Certified	2024 - 2025
norman	jana	Assistant School Administrator	Certified	2024 - 2025
Nunez	Stacey	School Administrator	Certified	2024 - 2025
ontiveroz	richard	Assistant School Administrator	Certified	2024 - 2025
Ortiz	Noe	School Administrator	Certified	2024 - 2025
ortiz	christopher	Assistant School Administrator	Certified	2024 - 2025
ortiz	dorothy	School Administrator	Certified	2024 - 2025
perry	lacee	Assistant School Administrator	Certified	2024 - 2025
pettigrew	micah	Observer	Certified	2024 - 2025
pina	angela	Assistant School Administrator	Certified	2024 - 2025
pugh	christan	School Administrator	Certified	2024 - 2025
ramirez	laura	Assistant School Administrator	Certified	2024 - 2025
ramirez	rebecca	Observer	Certified	2024 - 2025
Reddell	Erin	Assistant School Administrator	Certified	2024 - 2025
reece	terrance	Assistant School Administrator	Certified	2024 - 2025
Rey	Lizette	Assistant School Administrator	Certified	2024 - 2025
Reyna Olvera	Karla Elisa	School Administrator	Certified	2024 - 2025
Rivera	Valerie	School Administrator	Certified	2024 - 2025
rodriguez	raquel	School Administrator	Certified	2024 - 2025
Rodriguez	Angel	Assistant School Administrator	Certified	2024 - 2025
Rojo	Jaime	Assistant School Administrator	Certified	2024 - 2025
Romano	Angela	Observer	Certified	2024 - 2025
Russell	Amy	School Administrator	Certified	2024 - 2025
Salcido	Betsabe	District Administrator	Certified	2024 - 2025
saldibar	berta	District Administrator	Certified	2024 - 2025
salinas	christina	Assistant School Administrator	Certified	2024 - 2025

Last Name	First Name	Role	Certification Status	Certification Year
Sessions	Elisha	Assistant School Administrator	Certified	2024 - 2025
smith	jared	School Administrator	Certified	2024 - 2025
Smith	Sally	School Administrator	Certified	2024 - 2025
Smith	Kamye	School Administrator	In Progress	2024 - 2025
Snyder	Megan	Observer	Certified	2024 - 2025
Spivy	Matthew	District Administrator	Certified	2024 - 2025
stansell	kelly	Observer	Certified	2024 - 2025
stevens	william	Assistant School Administrator	Certified	2024 - 2025
Straw	Johna	Assistant School Administrator	Certified	2024 - 2025
Straw	Scot	Assistant School Administrator	Certified	2024 - 2025
Styles	Delesa	School Administrator	Certified	2024 - 2025
toliver	joann	Assistant School Administrator	Certified	2024 - 2025
valderaz	rose	Assistant School Administrator	Certified	2024 - 2025
Varela	Mark	School Administrator	Certified	2024 - 2025
Vasquez	Sandy	Observer	Certified	2024 - 2025
vesely	Kristen	Observer	Certified	2024 - 2025
Villarreal	Jean	Observer	Certified	2024 - 2025
waggoner	dianne	Assistant School Administrator	Certified	2024 - 2025
watson	jason	School Administrator	Certified	2024 - 2025
Watts	Megan	Assistant School Administrator	Certified	2024 - 2025
weekly	william	School Administrator	Certified	2024 - 2025
Weekly	Deann	Assistant School Administrator	Certified	2024 - 2025
Whatley	Robert	Assistant School Administrator	Certified	2024 - 2025
Williamson	Michael	Assistant School Administrator	Certified	2024 - 2025
Willison	Teresa	School Administrator	Certified	2024 - 2025
Wilson	Melissa	School Administrator	Certified	2024 - 2025
woody	lynsey	Assistant School Administrator	Certified	2024 - 2025
wright	stephanie	District Administrator	Certified	2024 - 2025



## **REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS APPRAISAL CALENDAR 2024-2025**

Each year, districts are required to develop the schedule for Teacher and Principal appraisals. The T-TESS and T-PESS Calendar set the dates for district evaluations and appraisals for ECISD Teacher and Principals.



**REQUEST FOR APPROVAL OF BOARD T-TESS AND T-PESS  
CALENDAR FOR 2024-2025**

Each year, districts are required to develop the schedule for Teacher and Principal appraisals. The T-TESS and T-PESS Calendar set the dates for district evaluations and appraisals for ECISD Teachers and Principals.



## T-TESS APPRAISAL CALENDAR 2024-2025

T-TESS Orientation & Refresher Window	August 1, 2024- August 23, 2024
First Day for Walkthroughs	August 26, 2024
First Day for Formal Observation	September 3, 2024
Goal Setting & Professional Development Plan Conferences Deadline *required for teachers in the first year of T-TESS appraisal or teachers new to the district	September 13, 2024 (due)
Late Hires – First Day for Formal Observation	2 weeks after orientation
Last Day for Formal Observations for all New Teachers and those on Probationary Contracts or Growth Plan	December 20, 2024
Last Day for Formal Observations for all teachers	March 7, 2025
Late Hires – Goal Setting & PD Plan Conference	Within 6 weeks from the date of Orientation
Goal Setting & PD Plan Part I	September 27, 2024 (due)
Goal Setting & PD Plan Part II and Domain IV Evidence	April 11, 2025 (due)
End of Year Summative Conference	April 25, 2025 (due)
End of Year Written Appraisal	May 8, 2025 (due)



## T-TESS Annual Appraisal Process Timeline

Current Year			Next Year
Weeks 1-6	Weeks 6 through End-of-Year Conferences	At Least 15 Days Prior to the Last Day of Instruction	Weeks 1-6
<p><b>Teacher Orientation</b> (No later than the first three weeks of school and at least two weeks before the first observation)</p> <p><b>Goal-Setting and Professional Development (GSPD) Plan</b></p> <ul style="list-style-type: none"> <li>- Submitted to the appraiser for approval within six weeks from the day of completion of the orientation.</li> <li>- A GSPD Conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district.</li> </ul>	<p><b>Teacher Orientation for Late Hires</b></p> <p><b>Goal-Setting and Professional Development Plan for Late Hires</b></p> <ul style="list-style-type: none"> <li>- Submitted to the appraiser within six weeks from the day of the completion of the orientation.</li> </ul> <p><b>Ongoing review of teacher and student data</b></p> <p><b>Ongoing review of the GSPD plan to formatively assess progress towards goals, professional development impact, and teacher and student performance</b></p> <p><b>Ongoing collection of evidence to support Domain IV</b></p> <ul style="list-style-type: none"> <li>- Teacher and appraiser</li> </ul>	<p><b>End-of-Year Conferences</b></p> <ul style="list-style-type: none"> <li>- Review summative scores for Domains I, II and III</li> <li>- Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions</li> <li>- Review results of the performance of the teachers' students</li> <li>- Review potential goals and professional development plans for the next school year</li> </ul> <p><small>Note: Domain 4 is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.</small></p>	<p><b>Teacher Orientation for teachers new to T-TESS, the district, and when district policy has changed from the last orientation.</b> <i>(No later than the first three weeks of school and at least two weeks before the first observation)</i></p> <p><b>Goal-Setting and Professional Development (GSPD) Plan</b></p> <ul style="list-style-type: none"> <li>- <i>Returning teachers review the goal(s) established at the EOY Conference to determine if changes are needed, and submit within first six weeks of instruction.</i></li> <li>- <i>New teachers are guided through the GSPD process to self-assess, develop goals, and establish a professional development plan, then submit within six weeks of the orientation.</i></li> </ul>
<p><b>Informal observations and walkthroughs with ongoing feedback to support and develop teacher practices</b></p>			
<p><b>Formal observation window established per local policy – Excludes/prohibits observations in the two weeks following the orientation</b></p>			

\*SOURCE: T-TESS Appraiser Handbook



## T-PESS APPRAISAL CALENDAR 2024-2025

School Site Visits/Informal Assessment	August 12, 2024 – May 22, 2025
T-PESS Orientation & Refresher Window	July 15, 2025 – August 1, 2023
T-PESS Orientation – Late Hires	September 16, 2024 – October 4, 2024
Self-Assessment/BOY Goal Setting Window <i>(Must be submitted prior to BOY Goal Setting Conference)</i>	August 12, 2024 – September 20, 2024
Self-Assessment/BOY Goal Setting Window - Late Hires	Within 3 weeks from the date of Orientation
BOY Goal Setting/Refinement Conference	September 27, 2024
BOY Goal Setting/Refinement Conference – Late Hires	Within 5 weeks from the date of Orientation
MOY Progress (Meeting Window)	December 1, 2024 – January 31, 2025
MOY Progress Toward Goal Attainment Form	January 31, 2025 (due)
Artifacts and Evidence Identification and Collection	April 25, 2025 (due)
EOY Performance Discussion Window	April 28, 2025 – May 16, 2025
Final Evaluation and Goal Setting Meeting	June 30, 2025 (due)



## **REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT BETWEEN ECTOR COUNTY ISD AND REGION 18 FOR READING ACADEMIES**

This Interlocal Agreement is for Region 18 to provide Ector County ISD Comprehensive Cohorts for Reading Academies – grades Kindergarten through Third Grade as required by HB3. The cost is \$3,000 per participant.

This agreement will be in effect from August 2024 through August 2025.

## INTERLOCAL AGREEMENT TEA HB 3 Reading Academies (2024-2025) Comprehensive Cohort(s)

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between Ector County ISD, a political subdivision of the State of Texas, a non-profit corporation and open-enrollment public charter school organized and existing under the laws of the State of Texas, (hereinafter referred to as “The District”) and Education Service Center Region 18, (hereinafter referred to as “Region 18 ESC”),

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, a goal of House Bill 3 (“HB 3”), an initiative which was passed in the 86<sup>th</sup> Legislative Session, was to increase teacher knowledge and implementation of evidenced based practices to positively impact student literacy achievement; and

WHEREAS, per HB 3 all Kindergarten through Third Grade teachers and principals must attend a HB 3 literacy achievement academy by the 2024-2025 school year; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving HB 3 Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Authorized Providers and Education Service Centers regarding their provision of HB 3 Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS, TEA states that school districts have the following two options relating to ensuring their teachers obtain HB 3 Reading Academies training:

### **1. Serve as an approved Authorized Provider**

District must have submitted an application and gained TEA approval. District, as an Authorized Provider, accepts full responsibility for administration and costs of HB 3 Reading Academies including providing staff, travel, operating expenses, and technology support.

**2. Implement HB 3 Reading Academies Locally OR implement with a TEA-approved Authorized Provider**

**A. Local**--District enters into an agreement with an Authorized Provider, and then employ staff to act as Cohort Leaders and provide Comprehensive training locally to teachers and principals. District pays a flat fee to the Authorized Provider (\$12,000 per Cohort Leader for Comprehensive).

**OR**

**B. TEA-approved Authorized Provider (AP)**--AP charges \$3000 per learner.

WHEREAS, Region 18 ESC, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this agreement with school districts that opt to provide Reading Academy training for their teachers through Option 2B above.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

**I. Designation by District of Reading Academies Services to be Provided by Region 18**

**ESC:**

The District opts to utilize Region 18 ESC as an Authorized Provider to provide the HB 3 Reading Academy training via the **Comprehensive Model** to teachers.

**II. Responsibilities of the Parties.**

a. For Region 18 ESC:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA.
- 2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
- 3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
- 5) Support online training as determined by the TEA.
- 6) Review submitted assignments and provide individual scoring and feedback.
- 7) Coordinate any additional logistics with the district.

- 8) Communicate monthly progress towards participant course completion.
  - 9) Provide registration assistance, logistical support and technical assistance to Cohort Leaders and the District.
- b. For the District:
- 1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
  - 2) Identify participants, including pathways for HB 3 Reading Academies.
  - 3) Support district participants in creation of TEALearn Account.
  - 4) Structure the district professional development calendar to support the implementation of Reading Academies.
  - 5) Communicate Reading Academies expectations to participants.
  - 6) Provide necessary resources or technology for participants to participate in digital learning mandated by TEA.
  - 7) Submit requested documentation as part of the program evaluation process or information requests from TEA.
  - 8) Support Region 18 ESC in tracking and supporting teacher completion of Reading Academy requirements.
  - 9) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time period.

### **III. TERM OF AGREEMENT**

This Agreement shall be effective from August 2024, and terminate, except as provided herein, in August 2025, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by Region 18 ESC of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

### **IV. FEES**

District will pay a \$3000 fee per participant, with a total of 39 participants for a total cost of \$117,000. District will make these payments from current revenues available to it.

### **V. ADDITIONAL TERMS AND CONDITIONS.**

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.
2. **Entire Agreement.** This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
3. **Independent Contractor Status.** Each party and its people are independent

contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

4. **Third Party Beneficiaries.** Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

5. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Midland County, Texas.

6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of Region 18 ESC, of the staff and employees of Region 18 ESC, or of the District.

7. **Dispute Resolution.** The Executive Director of Region 18 ESC or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

8. **Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Chapter 552 of the Texas Government Code as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of confidential information and will assert a lawful objection or privilege to keep such information confidential.

10. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

**The individuals signing below are authorized to do so by the respective Parties to this Agreement.**

**FOR AND ON BEHALF OF THE DISTRICT FOR AND ON BEHALF OF REGION 18 ESC**

By: \_\_\_\_\_ By: \_\_\_\_\_  
**Superintendent Signature** **Authorized Signature**

\_\_\_\_\_  
**Printed Name** **Printed Name and Title**

\_\_\_\_\_  
**Date** **Date**

\_\_\_\_\_  
**District Contact Person** **Region 18 ESC Contact Person**  
 Associate Director of Instruction and School Support

\_\_\_\_\_  
**Title of Contact** **Title of Contact**  
 2811 LaForce Blvd

\_\_\_\_\_  
**Street Address** **Street Address**  
 Midland, TX 79706

\_\_\_\_\_  
**City, State Zip** **City, State Zip**  
 432-561-4307

\_\_\_\_\_  
**Contact's Telephone Number** **Contact's Telephone Number**



## **REQUEST FOR APPROVAL OF EXTRACURRICULAR STATUS OF 4-H ORGANIZATION RESOLUTION AND ADJUNCT STAFF MEMBERS**

The State Board of Education passed an amendment that allows public school students to be considered “in attendance” when participating in approved off-campus activities with an adjunct staff member of the school district.

This amendment provides local school boards the opportunity to recognize County Extension Agents as adjunct staff members and to count students participating in 4-H/Extension educational activities in attendance for Foundation School Program purposes.

It is recommended that the board approve the request by the 4-H organization to be sanctioned as an extracurricular activity.

## **ECTOR COUNTY EXTENSION SERVICE**



Tuesday, July 23, 2024

Dr. Scott Muri  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas, 79761

Dear Dr. Muri:

On behalf of the 4-H members of Ector County, I hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Ector County Independent School District. I further request that questions regarding this RESOLUTION be directed to me in a timely manner so that I may prepare and present an appropriate response so as not to delay action on this request.

Finally, I request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me for my files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Paz", with a long horizontal line extending to the right.

Steve Paz

County Extension Agent  
4-H Coordinator

Attachment: Resolution for Extracurricular Status of 4-H Organization

Ector/Midland County Extension Office  
1010 E 8th | Odessa, Texas 79761  
<https://ector.agrilife.org/> | Tel. 432-498-4071

# RESOLUTION

## EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

\_\_\_\_\_  
Ector County Independent School District

meeting in public with a quorum present and certified,  
did adopt this resolution that recognizes the

\_\_\_\_\_  
Ector/Midland

County Texas 4-H Organization as approved for recognition and eligible  
for extracurricular status consideration under 19 Texas Administrative Code,  
Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject  
to all rules and regulations set forth under the 19 Texas Administrative Code  
as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension  
will request academic eligibility for all 4-H competitive activities,  
regardless if a school absence is or is not required, and  
for non-competitive purposes when an absence is required.

Approved this 20th day of August, 2024.

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent

## ECTOR COUNTY EXTENSION SERVICE



Tuesday, July 23, 2024

Dr. Scott Muri  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas, 79761

Dear Dr. Muri:

On behalf of the Ector/Midland County Extension Staff, I hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Ector Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

*(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:*

*(A) has a minimum of a bachelor's degree; and*

*(B) is eligible for participation in the Teacher Retirement System of Texas.*

Ector County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Ector Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,  
Steve Paz

A handwritten signature in blue ink, appearing to read "Steve Paz", with a long horizontal line extending to the right.

County Extension Agent  
4-H Coordinator

Attachment: Resolution for Extracurricular Status of 4-H Organization

Ector/Midland County Extension Office  
1010 E 8<sup>th</sup> Street | Odessa, Texas 79761  
<https://ector.agrilife.org/> | Tel. 432-498-4071

**THE STATE OF TEXAS  
COUNTY OF ECTOR**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Ector County Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Ector Independent School District.

Upon consideration and vote of \_\_\_\_\_ in favor, Ector County 4-H is hereby named as adjunct faculty member(s) of the Ector County Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 20th day of August, 2024 and remain in effect until the 22nd day of May, 2025.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Steven Paz	CEA – 4-H	B.S./M.S. Agriculture Economics	Texas Tech	1990/1991
Yureima Ramirez	CEA –Better Living for Texans	B.A. Multidisciplinary Studies	UTPB	2016
Krista Elkins-Chin	CEA – Family & Community Health	B.S. Biology – Athletic Training	UTPB	2013
Brady Evans	CEA – Agriculture & Natural Resources	B.S./M.S. Agriculture	Texas A&M University Kingsville	2014
Sara Moran-Duran	CEA – Horticulture	B.S./M.S. Horticulture	New Mexico State University	2015

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Ector County Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 6 or Rebel Royall County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman’s compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members’ activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct, or control the activities and/or participation of such County Extension Agent(s) who have been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Ector/Midland County Extension Agent(s), (See List) (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Ector County Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 20th day of August, 2024.

Ector County Independent School District

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



**REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT  
BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
AND TEXAS TECH UNIVERISTY HEALTH SCIENCES CENTER**

This agreement between Texas Tech University Health Sciences Center (TTUHSC) and ECISD will allow students to receive medical care virtually while in the campus nursing office. Via telemedicine, TTUHSC will assess the student, create a treatment plan, and prescribe medications, if needed. This partnership will be piloted at Cavazos Elementary School, Wilson and Young Middle School, and Odessa High School based on attendance needs and identified student needs. There is no charge to ECISD for this partnership.

**PROFESSIONAL SERVICES AGREEMENT  
HEALTH CARE (PATIENT) SERVICES PROVIDED BY UNIVERSITY (GOVERNMENT ENTITY)**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Texas Tech University Health Sciences Center, a public institution of higher education located in the State of Texas (“University”), on behalf of its School of Medicine, Permian Basin campus, and Ector County Independent School District. University and ISD may be referred to herein individually each as a “Party” or collectively as the “Parties.”

**Background**

- ISD desires to obtain certain professional health care services to be provided at each of its campuses listed on Exhibit “A”, which is attached hereto and incorporated by reference (each, a “Campus” and collectively, the “Campuses”).
- University represents that it employs health care professionals with the necessary qualifications and knowledge who will be assigned to perform the services.
- University has received funding through a grant issued by the Department of Health and Human Services titled Congressionally Directed Spending for Construction Projects to provide the Equipment for such Services (the “Grant”).

**Agreement**

Now therefore, for the consideration herein expressed, University and ISD hereby agree as follows.

**Article 1  
Responsibilities**

1.1 **University Responsibilities.** Between the hours of 8:00 a.m. and 4:30 p.m. on days when ISD is in session, University will (“Services”):

- 1.1.1 Provide physical assessment and treatment of acute illnesses, treatment plans and medication management for chronic diseases that are as stable and rapid intervention for acute illness before disease progresses via telemedicine on each Campus.
- 1.1.2 Prescribe medications and call such medications in to the pharmacy of parent’s choice.

1.2 **ISD Responsibilities.** ISD will:

- 1.2.1 Identify a point person from ISD to serve as ISD’s contact for communications related to this Agreement.
- 1.2.2 Through each Campus’ school official (nurse or teacher), identify a student needing medical services and contact the parent/guardian for the involvement and consent.
- 1.2.3 Through each Campus’ school official (nurse or teacher), schedule an appointment with University for the telemedicine visit on school campus.
- 1.2.4 Through each Campus’ school official (nurse or teacher), schedule a follow-up appointment with University for the telemedicine visit on school campus.
- 1.2.5 Provide or arrange for the safe, efficient, and proper clean-up and disposal of all medical waste and bio-hazardous materials created, produced, or otherwise found on the premises of each Campus.
- 1.2.6 Make available and maintain appropriate and necessary space, as well as equipment and supplies not provided for under the Grant which meet current standard of care, and support staff who hold current licenses or certification on each Campus.

**Article 2  
Equipment**

2.1 **University Responsibilities Related to the Equipment.** University will:

- 2.1.1 Deliver and install the telemedicine equipment (“Equipment”) listed on Exhibit B, which is attached hereto and incorporated by reference, for each Campus.
- 2.1.2 Authorize ISD to be linked to the University telemedicine network.
- 2.1.3 Be responsible for regular maintenance on the installed Equipment.
- 2.1.4 Provide required software updates and hardware maintenance to Equipment.
- 2.1.5 Retain title to the Equipment throughout the Term of this Agreement. Upon expiration of the Term of this Agreement, University may remove the Equipment at no cost to ISD.

2.2 **ISD Responsibilities Related to the Equipment.** ISD will:

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- 2.2.1 Provide a secure suitable clinic room location for the Equipment that meets the specifications shown on Exhibit C, which is attached hereto and incorporated herein by reference.
- 2.2.2 Provide University unconditional access to examine the Equipment during each Campus' normal business hours throughout the Term of this Agreement.
- 2.2.3 Comply with any technical specifications as may be required by University to allow for proper functioning with the University telemedicine network, system and equipment.
- 2.2.4 Be responsible for complying with any standards or specifications required by the telemedicine network that ISD, in its sole discretion, chooses.
- 2.2.5 Authorize and facilitate access for University's technical personnel to the Equipment at each Campus for purposes of installing /repairing/upgrading Equipment associated with this Agreement.
- 2.2.6 Ensure that the Equipment is kept in a secure manner and allow access for use only to authorized persons for maintenance and Services for ISD students.
- 2.2.7 Be responsible for security of transmissions and connectivity to any non-University links.
- 2.2.8 Participate in a minimum of 2 hours of onsite training with University staff.
- 2.2.9 Follow all applicable federal and state telemedicine rules in presenting patients.
- 2.2.10 Keep the Equipment free and clear of any liens or other encumbrances and not permit any act where University's title or rights may be negatively affected.
- 2.2.11 Return the Equipment to University upon request.

### Article 3 Compensation and Payment

- 3.1 **Fees for Services.** University will invoice each student's guarantor \$20 per appointment. ISD will not be responsible for payment to University for the Services.
- 3.2 **Fees for Equipment.** Both Parties expressly acknowledge that the Equipment is funded by the Grant and nothing in this Agreement shall be construed as establishing an obligation of payment to either Party by the other Party for the Equipment.
- 3.3 **Medical Judgment.** Each Party represents and warrants that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to the other Party.
- 3.4 **Stark and Anti-Kickback.** Both Parties intend that the terms and conditions of this Agreement, and the manner in which the Services are to be performed hereunder comply with applicable federal and state laws and regulations, including but not limited to, 42 CFR Part 411 (Stark) and 42 CFR 1001 et seq. (Anti-kickback).

### Article 4 Term and Termination

- 4.1 **Term; Automatic Renewal.** The term of this Agreement shall commence on August 20, 2024 and continue in full force and effect through August 20, 2025.

If notice of termination has not been given by either Party at the time of expiration of the current term of this Agreement, this Agreement shall be automatically renewed on a year to year basis.

- 4.2 **Right to Terminate.** Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice.
- 4.3 **Force Majeure.** "Event of Force Majeure" means an event beyond the control of ISD or University which prevents or makes a Party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably



practicable.

- 4.4 **Initial Twelve Months.** Notwithstanding anything else in this Agreement to the contrary, if either Party terminates this Agreement during the initial twelve (12) months of the Agreement for any reason, the Parties agree that they shall not enter into an agreement with each other for the same or substantially the same services during the initial twelve (12) months of this Agreement.
- 4.5 **Effect of Termination.** The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

## Article 5 Insurance

- 5.1 **Texas Tech University System Professional Liability Insurance.** The Texas Tech University System maintains a Medical Liability Self-Insurance Plan that provides medical malpractice liability insurance to its employed physicians in amounts of \$400,000 per claim/\$1.2 million annual aggregate, unless lower liability limits are set by law, in which case the lower liability limits set by law shall apply.
- 5.2 **State Employees.** University state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting in the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.
- 5.3 **Mutual Responsibility.** University is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by Texas law. ISD is responsible for its own negligence, gross negligence, willful misconduct, or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by Texas law.
- 5.4 The ISD's employees are entitled to immunity from personal liability granted under various provisions of State and Federal law, including, but not limited to: Education Code 22.0511, Civil Practice and Remedies Code 74.151, the Paul D. Coverdell Teacher Protection Act of 2001. The District's statutory immunity is in addition to and does not preempt the common law doctrine of official and governmental immunity. Except as to motor vehicles, Texas Tort Claims Act (Civil Practice and Remedies Code chapter 101) does not apply to the School District.

## Article 6 Licensure

- 6.1 University represents and warrants that University or its employees and agents providing Services: (i) hold and maintain unrestricted, independent, active licenses to practice in Texas, if applicable; (ii) hold and maintain unrestricted Medicare and Medicaid provider numbers, if applicable; (iii) are credentialed without restriction or limitation on the University medical staff in their applicable specialty; (iv) never have had any privileges or license to practice suspended, revoked or terminated; (v) never have been convicted of a felony, health care related crime, or of any other crime involving moral turpitude or immoral conduct or been sanctioned by any state or federal governmental authority for civil or criminal health care related misconduct; and (vi) have a current narcotics license and registration number issued by the appropriate governmental agency, if applicable. University shall notify ISD immediately if it becomes aware of any circumstances which will change the representations in this section.
- 6.2 University represents and warrants that its employees and agents shall provide Services hereunder in accordance with: (i) their license to provide professional services, as issued by the State of Texas; (ii) any applicable professional associations; (iii) the criteria and standards set by any applicable specialty boards; (iv) The Joint Commission; and (v) all currently accepted and approved methods of practice as established by other applicable societies, associations, or regulatory agencies.
- 6.3 University shall require that its employees and agents providing Services pursuant to this Agreement devote approximately the hours per week set forth in this Agreement to fulfill the obligations described in this Agreement. Otherwise, the University's employees and agents shall be free to dispose of such portion of their time, energy and skill as they are not obligated to devote under this Agreement in such manner as they see fit and to such persons, patients, institutions, firms or corporations as they deem advisable, provided such outside activities do not interfere with the performance of their duties under this Agreement.
- 6.4 University shall promptly prepare or cause to be prepared, and University shall require that University's employees and agents providing Services prepare or cause to be prepared, reports and records of all examinations, procedures and other services performed in accordance with generally accepted medical practices, regulatory and accrediting requirements and those policies and procedures established by University in order to properly document all Services provided, monitor the care of patients, and to bill and receive



payment for Services rendered. The ownership and right of control of all patient reports, records and supporting documents prepared hereunder in connection with the Services shall belong exclusively to University.

- 6.5 University shall require University personnel to have a completed Texas Department of Public Safety background check to the extent required by the Texas Education Code.

### Article 7 HIPAA and FERPA

- 7.1 **HIPAA.** It is the intent of the Parties to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and as it may be amended and all regulations promulgated thereunder (“HIPAA”), as these may change from time to time. University shall not, and shall require that its employees and agents, shall not, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing, any individually identifiable patient or medical record information regarding ISD students, and the University shall comply, and shall ensure that each of its employees and agents providing Services under this Agreement complies, with all federal and state laws and regulations, and all HIPAA rules, regulations and policies of University regarding the confidentiality of such information.
- 7.2 **FERPA.** If University is given access to personally identifiable information about any student during performance of this Agreement, University agrees to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in the Family Educational Rights and Privacy Act (“FERPA”) 34 CFR § 99.33.

### Article 8 Compliance

- 8.1 **Compliance with Applicable Laws and Policies.** The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the federal physician anti-referral law, the Medicare and Medicaid Anti-Fraud and Abuse law and the Texas Occupations Code patient non-solicitation law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse law or Texas Occupations Code patient non-solicitation law. The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.
- 8.2 **Exclusion, Suspension, Debarment.** ISD represents and warrants that neither ISD nor any employees or agents who provide items or Services under this Agreement are excluded, suspended, or debarred from participation in any federal or state health care program or federally funded contracts. University may conduct searches of ISD's name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the GSA Excluded Parties List System (EPLS) and the Texas HHSC Exclusion List. ISD agrees to immediately inform University as soon as it is aware that it or any of its employees, agents or contractors providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. This Agreement shall be subject to immediate termination by University in the event ISD, or any of its employees, agents, or contractors, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

### Article 9 Medical Records and Billing

- 9.1 **Medical Records.** University shall maintain a complete medical record of all patients to whom health care is, or has been, provided in whole or in part, by any University physician or other University health care provider.
- 9.2 **Billing.** Except as set forth in Section 3.1, neither Party will bill a third party.

### Article 10 Audit

- 10.1 **Access to Documents.** At any time during the term of this Agreement and for a period of four (4) years thereafter, the State of Texas, Texas Tech University System, University and/or other federal, state and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit ISD’s records and books that relate only to this Agreement. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at auditors’ expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.



**Article 11**  
**Access to Books and Records**

- 11.1 The Parties agree that until the expiration of four years after the furnishing of services under this Agreement, the Parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.
- 11.2 If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve month period with another individual or entity, the subcontract will also contain a clause requiring the individual or entity to make available, upon written request of the Secretary, the United States Comptroller General and its duly authorized representatives, the subcontract and books, documents, and records necessary to verify the nature and extent of the costs of the services provided under this Agreement. (42 USC 1395x(v)(1)(I) and 42 CFR 420.302.)

**Article 12**  
**General Provisions**

- 12.1 **Independent Contractor.** ISD agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. ISD is responsible for conduct of its business operation, including ISD’s employee salaries, travel, etc.
- 12.2 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

Ector County Independent School District  
Attention: Mrs. Reyes (Ali) Hernandez  
Title: Director, Health Services  
Address: 802 N. Sam Houston  
Address: Odessa, TX 79760  
reyes.hernandez@ectorcountyisd.org

Texas Tech University Health Sciences Center  
ATTN: Contracting Office  
3601 4th Street, STOP 6217  
Lubbock, Texas 79430  
contracting@ttuhsc.edu

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

- 12.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.
- 12.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 12.5 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, ISD certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.6 **Publicity and Marks.** ISD agrees that it will not use University’s name or protected marks without University’s prior written approval.
- 12.7 **Venue; Governing Law.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas. Pursuant to Section 109.005 of the Texas Education Code, the sole proper place of venue for any legal action or proceeding filed against University, or any officer, or employee of Officer is in the County in which University’s Chief Executive Officer is located.
- 12.8 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 12.9 **No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors




and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any students of ISD, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

- 12.10 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 12.11 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
- 12.12 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

**Texas Tech University Health Sciences Center:**

**Ector County Independent School District:**

  
\_\_\_\_\_  
Penny Harkey (Aug 9, 2024 08:30 CDT)  
Signature  
  
\_\_\_\_\_  
Penny Harkey  
Name  
  
\_\_\_\_\_  
Executive Vice President  
Title  
  
\_\_\_\_\_  
08/09/2024  
Date

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



---

**Exhibit A**

**Campuses**

1. Odessa High School  
1301 Dotsy  
Odessa, TX 79763  
(432) 456-0029
  
2. Wilson & Young Medal of Honor Middle School  
601 E 38<sup>th</sup> St.  
Odessa, TX 79762  
(432) 456-0459
  
3. Cavazos Elementary  
9301 W. 16<sup>th</sup> St.  
Odessa, TX 79763  
(432) 456-1309



**Exhibit B**

**Equipment**

1. Destination: Odessa High School

**Medwand Equipment**

<b>Asset Description</b>	<b>Serial Number</b>	<b>Asset Tag #</b>
Android OS Tablet	351799520660848	H114915
Medwand Device - Basic Kit	00001794	N/A
MedWand Medical Bag PN - 445-0008	N/A	N/A
USB-A to USB-C cable	N/A	N/A
Samsung Wall/USB charger	R37X37J0FC7DKA	N/A
Earbuds - 3.5MM Jack PN - 445-00013	N/A	N/A
FORA P20 Blood Pressure Monitoring System	3132220280002080	N/A
FORA TN'G Scale 550 Weight Scale	2555423170006822	N/A
FORA Premium V10 BLE Blood Glucose Monitoring System	4124221220006680	N/A
SPIROLINK Spirometer Model: B1	B121120044	N/A



**AMD Equipment**

<b>Asset Description</b>	<b>Serial Number</b>	<b>Asset Tag #</b>
AMD-1710-Clinical Assist Cart II A	828024-4922	H114837
Multi-Scope Platform Sys AMD-2600 (Horus Scope) Item: 39-7420	000123280045	H114842
Lenovo ThinkCentre M70Q Gen 3 Computer	MJ0LHG37	H114846
LG Monitor Model: 24MB35V - W	On monitor: 303NTLE4V296 On container: 302NTJJ13012	N/A
JEDMED Ophthalmoscope Lens F/Horus Scope Item: 39-7428	100124030014	N/A
JEDMED Otoscope Lens w/ Insufflator F/Horus Items: 39-7422-1 & 39-7515	200323120082	N/A
JEDMED General Lens F/Horus Scope Item: 39-7426	400223150069	N/A
JEDMED Surface Lens F/Horus Scope Item:39-7424	300123280024	N/A
AMD-9992-HD Color Video Camera	1U31031716	N/A
AMD All-in-One Health Monitor Model: PC-303 REF: PC303HU	XCA00TI01569	N/A
Riester ri-sonic PCP-USB Stethoscope	0123104457	N/A
MIR MiniSpir Spirometer (w/2 sample disposable turbines)	A23-C.20551	N/A
MIR FlowMIR Disposable Turbine with Cardboard mouthpiece REF- 910004 (box of 60)	N/A	N/A
Riester Disposable Ear Specula, 1000 pcs. No. 10774-534	N/A	N/A
Koss R/80 Headphones	N/A	N/A
Howard Medical IMouseW4UW PN: 07MOU11-001P-00	M2204002236	N/A
Jabra Speaker w/ carrying case Model: PHS002W PN: 7510-209 Ver: F W08N	00285304392	N/A
Howard Medical Keyboard	N/A	N/A



2. Destination: Wilson & Young Medal of Honor Middle School

**Medwand Equipment**

<b>Asset Description</b>	<b>Serial Number</b>	<b>Asset Tag #</b>
Android OS Tablet	351799520664352	H114916
Medwand Device - Basic Kit	00001972	N/A
MedWand Medical Bag PN - 445-0008	N/A	N/A
USB-A to USB-C cable	N/A	N/A
Samsung Wall/USB charger	R37X37F0747DKA	N/A
Earbuds - 3.5MM Jack PN - 445-00013	N/A	N/A
FORA P20 Blood Pressure Monitoring System	3132220280002373	N/A
FORA TN'G Scale 550 Weight Scale	2555423170006811	N/A
FORA Premium V10 BLE Blood Glucose Monitoring System	4124221220006666	N/A
SPIROLINK Spirometer Model: B1	B121127303	N/A



**AMD Equipment**

<b>Asset Description</b>	<b>Serial Number</b>	<b>Asset Tag #</b>
AMD-1710-Clinical Assist Cart II A	819532-3422	H114838
Multi-Scope Platform Sys AMD-2600 (Horus Scope) Item: 39-7420	000123280010	H114843
Lenovo ThinkCentre M70Q Gen 3 Computer	MJ0LHG3B	H114847
LG Monitor Model: 24MB35V - W	On monitor: 302NTRX13442 On container: 009NTFA1S755	N/A
JEDMED Ophthalmoscope Lens F/Horus Scope Item: 39-7428	100124030016	N/A
JEDMED Otoscope Lens w/ Insufflator F/Horus Items: 39-7422-1 & 39-7515	200323120040	N/A
JEDMED General Lens F/Horus Scope Item: 39-7426	400223150070	N/A
JEDMED Surface Lens F/Horus Scope Item:39-7424	300123280019	N/A
AMD-9992-HD Color Video Camera	10U35YM22120228	N/A
AMD All-in-One Health Monitor Model: PC-303 REF: PC303HU	XCA00TI01539	N/A
Riester ri-sonic PCP-USB Stethoscope	0123105124	N/A
MIR MiniSpir Spirometer (w/2 sample disposable turbines)	A23-C.20550	N/A
MIR FlowMIR Disposable Turbine with Cardboard mouthpiece REF-910004 (box of 60)	N/A	N/A
Riester Disposable Ear Specula, 1000 pcs. No. 10774-534	N/A	N/A
Koss R/80 Headphones	N/A	N/A
Howard Medical IMouseW4UW PN: 07MOU11-001P-00	M2110001686	N/A
Jabra Speaker w/ carrying case Model: PHS002W PN: 7510-209 Ver: F W26M	00276288437	N/A
Howard Medical Keyboard	N/A	N/A



3. Destination: Cavazos Elementary

**Medwand Equipment**

<b>Asset Description</b>	<b>Serial Number</b>	<b>Asset Tag #</b>
Android OS Tablet	351799520668312	H114917
Medwand Device - Basic Kit	00001795	N/A
MedWand Medical Bag PN - 445-0008	N/A	N/A
USB-A to USB-C cable	N/A	N/A
Samsung Wall/USB charger	R37X2WB83V5SEA	N/A
Earbuds - 3.5MM Jack PN - 445-00013	N/A	N/A
FORA P20 Blood Pressure Monitoring System	3132220280002362	N/A
FORA TN'G Scale 550 Weight Scale	2555423170006833	N/A
FORA Premium V10 BLE Blood Glucose Monitoring System	4124221220006554	N/A
SPIROLINK Spirometer Model: B1	B121066304	N/A



**AMD Equipment**

<b>Asset Description</b>	<b>Serial Number</b>	<b>Asset Tag #</b>
AMD-1710-Clinical Assist Cart II A	767451-0721	H114836
Multi-Scope Platform Sys AMD-2600 (Horus Scope)	000123280019	H114841
Lenovo ThinkCentre M70Q Gen 3 Computer	MJ0LHG3G	H114845
LG Monitor Model: 24MB35V - W	On monitor: 009NTRXR1S322 On container: 301NTYTC2402	N/A
JEDMED Ophthalmoscope Lens F/Horus Scope	100124030017	N/A
JEDMED Otoscope Lens w/ Insufflator F/Horus Items: 39-7422-1 & 39-7515	200323120081	N/A
JEDMED General Lens F/Horus Scope Item: 39-7426	400223150082	N/A
JEDMED Surface Lens F/Horus Scope Item:39-7424	300123280050	N/A
AMD-9992-HD Color Video Camera	10U35YM22102417	N/A
AMD All-in-One Health Monitor Model: PC-303 REF: PC303HU	XCA00TI01620	
Riester ri-sonic PCP-USB Stethoscope	0123070427	N/A
MIR MiniSpir Spirometer (w/ sample disposable turbine, cardboard mouthpiece, & nose clip)	A23-C.19130	N/A
MIR FlowMIR Disposable Turbine with Cardboard mouthpiece REF-910004 (box of 60)	N/A	N/A
Riester Disposable Ear Specula, 1000 pcs. No. 10774-534	N/A	N/A
Koss R/80 Headphones	N/A	N/A
Seal Shield Washable Mouse Model: STWM042	0620700176	N/A
Jabra Speaker w/ carrying case Model: PHS002W PN: 7510-209 Ver: F W08N	00285250738	N/A
Howard Medical Keyboard	N/A	N/A



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**Exhibit C**

**Specifications**

ISD will allocate a telemedicine consultation clinic room to be used for consultations on the telemedicine network which will meet the following requirements:

1. Security.

ISD will ensure that Equipment is located in secure location.

2. Limited access.

ISD will ensure that access to the Equipment is limited to trained personnel to ensure no damage to equipment occurs.

3. Furniture.

ISD will equip consultation room with exam table and/or chair for use during consultation.

4. Relocating the equipment.

ISD will not move or relocate the Equipment except as may be authorized in writing in TTUHSC's sole discretion.

5. Connectivity.

ISD will provide and pay any charges associated with a DSL, Cable, or LAN connection direct to the internet with a Public Static IP address that can provide a minimum of 5 Mbps.





**REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT  
BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.**

ECISD Guidance and Counseling Department requests approval of the interlocal agreement between The Ector County Independent School District and Communities in Schools of the Permian Basin, Inc (CIS). CIS provides 18 full-time campus coordinators at six elementary campuses and nine secondary campuses. CIS will provide: Supportive Guidance, Health and Human Services, Parent and Family Engagement, Enrichment Activities, College and Career Readiness, and Academic Support to students identified as at-risk. Mental health supports have been added to Communities in Schools supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy. The cost of the CIS services is \$520,000 and is paid from State Compensatory Education Funds.

# **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

## **INTERLOCAL AGREEMENT BETWEEN THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.**

### **COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.**

**THIS INTERLOCAL AGREEMENT** hereinafter referred to as “the Agreement” is made by and between the Ector County Independent School District (hereinafter referred to by name or as “ECISD”), and Communities in Schools of the Permian Basin, Inc. (hereinafter referred to by name or as CISPB), pursuant to Chapter 791 of the Texas Government Code.

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. is a non-profit organization administered by the Texas Education Agency (TEA); and

**WHEREAS**, the Ector County Independent School District desires to contract with Communities In Schools of the Permian Basin, Inc. to render services to ECISD students participating in the CISPB model; and

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. desires to perform said services;

**NOW THEREFORE**, the parties enter into the following Agreement:

#### **ARTICLE 1 – CONTRACT TERM**

This Agreement for services is effective September 1, 2024, and shall continue through August 31, 2025.

#### **ARTICLE 2 – PURPOSE**

The purpose of the Agreement is to provide assistance to ECISD students who are at risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to the Texas Education Code 29.081 (d) 1 through 13 (g).

#### **ARTICLE 3 – SCOPE OF SERVICES**

CISPB will provide to ECISD during the term hereof, the following projects and services:

##### **CASE MANAGEMENT**

- (1) At least one full-time Campus Coordinator, per campus, to assist and case manage 90 ECISD students who are at-risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to Texas Education Code 29.081 (d) 1 through 13 (g). CISPB will case manage participating students and will coordinate referrals to and from its partnering agencies. Services provided will fall within the scope of the six (6) components of the CIS model: Supportive Guidance; Health and Human Services; Parent and Family Engagement; Enrichment Activities; College and Career Readiness; and Academic Support. Campus

Coordinators will provide services addressing Academics, Attendance, Behavior and Social Services.

- (2) Prevention services will address drug and alcohol and tobacco issues via presentations and educational activities.
- (3) Program offerings that address academic or social development topics and are developed by CISPb and/or partner agencies may be implemented on individual campuses with the respective campus administrator's approval.
- (4) Each Campus Coordinator will be expected to meet the established goal of 90 students per campus by January 31, 2025.

#### **MENTAL HEALTH SUPPORTS**

- (1) Mental health supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy.
- (2) Consistently occurring counseling sessions and/or peer-support services for each student identified as requiring the service, according to student need.
- (3) Ongoing evaluation of students' mental health risk and progress through evidence-based assessment tools and practices.
- (4) Supervision and oversight of the mental health support team in accordance with CIS personnel policies and consistent with state law. Project staff members remain employees of CIS.
- (5) CIS-led mental health trainings will be offered to the district at reduced or no cost.

ECISD will provide to CISPb during the term hereof, the following projects and services:

- (1) A computer generated list of students meeting the TEA definition of "at-risk." This list will be supplied to CISPb as soon as possible following the last day of classes in the second semester. CISPb will focus on enrolling students from this list by contacting parents to promote the services available to their children.
- (2) Additional referrals of students meeting the TEA definition of "at-risk" throughout the academic year.
- (3) Ensure teachers and administrators at all participating campuses are familiar with the combined goals of ECISD and CISPb and that all ECISD campus staff work cooperatively with CISPb to ensure the goal of 90 students per campus is met by January 31, 2025.
- (4) Ensure CISPb has adequate access to student data records necessary to assess the eligibility of students for the CIS program, assess student needs, monitor student progress, and to evaluate the effectiveness of service delivery. Such data will include demographics, grades, attendance records, STAAR testing, transcripts, behavior referrals, graduation plans, and any other data required to case manage students as required in the TEA Campus Handbook.

- (5) Provide a single point of contact responsible for the facilitation and resolution of problems with the potential to create obstacles to CISPb in meeting expected outcomes.
- (6) Provide space for all campuses served by CIS to include: janitorial services, utilities, maintenance/repair, phones, office furniture, and computer.
- (7) Include CISPb staff in district trainings and seminars related to the combined goals of ECISD and CISPb of retention and graduation of "at-risk "students.

#### **ARTICLE 4 – CAMPUS AND DISTRICT IMPROVEMENT PLANS**

ECISD will ensure that CISPb is written into the campus and district improvement plans as a strategy for drop-out prevention.

#### **ARTICLE 5 – SUPERVISION**

CISPb as employer of record for the Campus Coordinators will provide day-to-day supervision of work product and behavior as required by CISPb Employee Handbook and the TEA mandated CIS Program Operations Requirements. ECISD, as campus host, will provide feedback to CISPb management on work product and behavior, both positive and negative. CISPb will communicate issues requiring significant disciplinary actions with ECISD when such action is warranted. CISPb remains the final authority on disciplinary measures related to Campus Coordinators when the problem is related to CIS policies and procedures. Campus administration will be provided monthly reports of each Campus Coordinator's activities. Should a Coordinator's job performance need improvement, CISPb will place the Coordinator on a Performance Improvement Plan designed to best serve the employee, the District, and the students. CISPb will immediately investigate and address any workplace conduct or behavior the District believes to be disruptive or counter-productive to the Campus educational process.

#### **ARTICLE 6 – EVALUATION COMPONENT**

CISPb will provide to ECISD a written report of the program's effectiveness by the November 2025 Board meeting covering the prior contract term. Surveys will be distributed to students, parents, as well as administrative and support staff by April 2025 for evaluation of the current year's services.

#### **ARTICLE 7 – PROGRAM PLACEMENT**

The following schools are included in this term's program contract. Number in parentheses, (#), indicates number of positions dedicated to that campus:

- Odessa Senior High School (3)
- Permian Senior High School (2)
- Alternative Education Center (1)
- Bonham Middle School (1)
- Bowie Middle School (1)
- Crockett Middle School (1)
- Nimitz Middle School (1)

Ector Middle School (1)  
Wilson & Young Medal of Honor Middle School (1)  
Murry Fly Elementary (1)  
Dowling Elementary (1)  
Goliad Elementary (1)  
Buddy West Elementary (1)  
Cavazos Elementary (1)  
Downing Elementary (1)

**This is a total of 18 staff positions on 15 campus sites.**

## **ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT**

For and in consideration of the services to be performed by CISPb pursuant to this Agreement, ECISD agrees to pay to CISPb **\$520,000.00**.

Within 30 days of receipt of invoice from CISPb, payment shall be paid in **quarterly installments of \$130,000.00 for services rendered for the total sum of \$520,000.00**.

## **ARTICLE 9 – USES OF ECISD INFORMATION AND STUDENT RECORDS BY CISPb**

Authorized representatives of CISPb may access and use information obtained from ECISD's student database systems for the sole purpose of enrolling and case managing ECISD students in the CIS program. CISPb will not release or disclose to the public or any third party such information or records without the prior written consent of the parent(s) of the minor child in question, except as required by the state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of CISPb for the permissible uses stated herein. Said information is considered confidential, and shall not be used by CISPb or any of its employees or agents for private purposes. CISPb acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. In cases as needed or requested, the Health Insurance Portability and Accountability Act (HIPAA) may be enacted to protect student personal health information. Accordingly, CISPb will educate and inform its staff regarding ECISD "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from ECISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.). CISPb further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by CISPb after the need for such information ceases to exist.

## **ARTICLE 10 – TERMINATION**

This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent in writing by both parties.
- B. By either party upon thirty (30) days written notice to the other party.
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

**ARTICLE 11 – AMENDMENTS**

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

**ARTICLE 12 – ASSIGNMENT**

Neither party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other party.

**ARTICLE 13 – LIABILITY AND INDEMNITY**

The parties hereto agree to the extent permitted by law, to forever release from liability, indemnify, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, CISPB agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless, ECISD for the acts and/or omissions of any CISPB employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, ECISD agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless CISPB for the acts and/or omissions of any ECISD employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

**ARTICLE 14 – NOTICES**

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For CISPB: Communities In Schools of the Permian Basin, Inc.  
Eliseo Elizondo, Executive Director  
PO Box 10532  
Midland, TX 79702

For ECISD: Ector County Independent School District  
Dr. Scott Muri, Superintendent  
802 N. Sam Houston Ave.  
Odessa, TX 79761

**ARTICLE 15 – APPROPRIATION OF FUNDS**


CISPB and ECISD agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. CISPB and ECISD acknowledge that this Agreement is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues available to the paying party, and any future payments are subject to appropriations.

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. and the Ector County Independent School District agree to the terms as set forth above, this Agreement shall be effective on the date described in Article 1 provided Agreement is fully executed by the proper authorities of each entity, after approval by the governing bodies of such entities.

AGREED TO BY:

COMMUNITIES IN SCHOOLS  
OF THE PERMIAN BASIN, INC.

ECTOR COUNTY INDEPENDENT  
SCHOOL DISTRICT

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

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

Eliseo Elizondo, Executive Director

Scott Muri, Superintendent

Date: 06-30-2024

Date: \_\_\_\_\_



**REQUEST FOR APPROVAL OF SERVICE AGREEMENT BETWEEN  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND RIGHT AT  
SCHOOL, LLC**

Right At School provides an after-school enrichment program that allows for homework completion as well as activities designed to support social and emotional skills through the integration of music, drama and art. ECISD is requesting the approval of the service agreement between the Ector County Independent School District and Right at School, LLC as a provider of after school care/enrichment. Right At School will provide their services on-site at eight (6) Ector County ISD elementary campuses and will serve all grade levels at those 6 campuses.

This is at no cost to the district.



## **REQUEST FOR APPROVAL OF UIL EXEMPTION LIST FOR THE 2024-2025 SCHOOL YEAR**

The Guidance and Counseling Department and Curriculum and Instruction/Advanced Academics Services Department request approval of the UIL Exemption List for the 2024- 2025 school year.

The UIL Exemption List is updated yearly and exempts students taking these courses from the No Pass No Play provisions as outlined in FM Local.

<b>MASTER SCHEDULE KEY</b>	
Core Course Code	Code that indicates the core subject. L=Language Arts M=Math X=Science S=Social Studies
Special Course Consideration	P=Advanced Placement D=College Dual Credit G=Gifted and Talented H=Honors Course I=International Baccalaureate Course K=International Honors J=Credit course before 9th grade
Service ID	TEA Service ID

<b>Course Name</b>	<b>SERVICE ID</b>	<b>Sp</b>	<b>Crs</b>	<b>Cns</b>	<b>Core cd</b>
ENVIRSYS D S2	03020000	D			X
ALG 2 D S2	03100600	D			M
CRSS D	03270100	D			
TACS2 D S2	03580300	D			
CONTEMP MATH D S2	03102500	D			M
PRE CALC D S1	03101100	D			M
PRE CALC D S2	03101100	D			M
CONTEMP MATH D S1	03102500	D			M
TACS2 D S1	03580300	D			
ECO-FE D	03310300	D			S
ENVIRSYS D S1	03020000	D			X
CREATIVE WR D S2	03221200	D			L
CREATIVE WR D	03221200	D			L
DISMAPS D S1	03102520	D			M
DISMAPS D S2	03102520	D			M
Chem II S1 D	03060310	D			X
WELD 1 D SEM 1	13032300	D			
WELD 1 D S2	13032300	D			
WELD 2 D S1	13032400	D			
WELD 2 D S2	13032400	D			
PRACWELD D SEM1	13033000	D			
PRACWELD D S2	13033000	D			
PRINLPCS D	13029200	D			
FIREFIGHT1 D S1	13029900	D			
FIREFIGHT 1 DS2	13029900	D			
FIREFIGHT2 D S1	13030000	D			
PRINBMF D S2	13011200	D			
BUS MGT D S2	13012100	D			
BUS LAW D S2	13011700	D			
BIM 1 D	13011400	D			
BIM 2 D S1	13011500	D			
BUSIM2 D S2	13011500	D			
INTRO COS 1 D	13025100	D			

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

INTROCOSMO D S2	13025100	D	
COSMO 1 D S1	13025200	D	
COSMO 1 D S2	13025200	D	
COSMO 2 D S1	13025310	D	
COSMO II D S2	13025300	D	
PRIN CRIMJUS D	13029200	D	
CRIMJUST 1 D S2	13029300	D	
CRIM JUST 2 D	13029400	D	
PRAC CJ D S2	13030100	D	
PRINLAWENF D	13029200	D	
LAW ENFORC 1 D	13029300	D	
LAW ENFORC 2 D	13029400	D	
PRAC CSI D S2	13030100	D	
CULARTS D S1	13022600	D	
ADVCULART D S1	13022650	D	
ADCULART D S2	13022650	D	
ADCULART D S2	13022650	D	
PRACULART D S1	13022700	D	
PRACUL D S2	13022700	D	
LVN HST D S1	13020410	D	
LVN 1 D S2	13020505	D	
LVN 2 D S1	13020515	D	
PRACLVN 2 D S2	13020515	D	
CHILD GUID D S1	13024800	D	
CHILDGUI D S2	13024800	D	
PRCHILDGUI D S1	12701300	D	
PRACERLYCHL DS2	12701300	D	
CRSS D	03270100	D	
INSTPRAC D S1	13014400	D	
INPRAC D S2	13014400	D	
PRACED TR1 D S1	13014505	D	
PRACEDT1 D S2	13014505	D	
PRACEDT2 D S1	13014510	D	
PRACEDT2 D S2	13014510	D	
BUSMGT D S2	13012100	D	
ACCT 1 D S2	13016600	D	
ACCT 1 D S2	13016600	D	
Biology II MD, S1	03060300	D	X
Biology II MD, Semester 2	13037210	D	X
Biology II NM D S1	03060300	D	X
Biology II NM D S 2	03060300	D	X
CALCULUS 1 D S1	03102501	D	M
CALCULUS 1 D S2	03102501	D	M
ACCNT 1 D ACGM	13016600	D	
ACCNT 1 D ACGM	13016600	D	
ACCNT 1 D WECM	13016600	D	
ACCNT 1 D WECM	13016600	D	
TACS1 D S1	03580200	D	
FINMATH D S2	13018000	D	M
ANAT PHYS D S1	13020600	D	X
ANAT PHYS D S2	13020600	D	X
HIS GEOLOGY D	03060310	D	X
PHY GEOLOGY D	03060310	D	X
ENG 3 D S1	03220300	D	L
ENG 3 D S2	03220300	D	L

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

ENG IV D S1	03220400	D	L
ENG IV D S2	03220400	D	L
COMP SCI I D S1	03580200	D	
COMPSCI 1 D S2	03580200	D	
Chem II S2 D	03060310	D	X
MUS1APL D	03152500	D	
MUS1APL D	03152500	D	
ACCNT 2 D ACGM	13016700	D	M
ACCNT 2 D ACGM	13016700	D	M
ACCNT 2 D WECM	13016700	D	M
ACCNT 2 D WECM	13016700	D	M
EMT D	N1303015	D	
AUTOTECH 1 D S1	13039600	D	
AUTO TEC 1 D S2	13039600	D	
AUTO TECH2 D S1	13039700	D	
AUTOTECH 2 D S2	13039700	D	
PRACAUTEC D S1	13040470	D	
PRCAUTOTEC D S2	13040470	D	
MUSSMA S1 D	03155700	D	
MUSSMA S2 D	03155700	D	
PRACBUSMGT D S2	13012200	D	
PRG LOG CNTL D	13037405	D	
SPTPCMPEN D S1	13037415	D	
SPTPCMPEN D S2	13037415	D	
EXTPRACCI D S1	13039710	D	
BUSG 2305 D	13011700	D	
ACCOUNTING 1 D	13016600	D	
ACCOUNTING 1 D	13016600	D	
ELEC APPL D S2	13036900	D	
WLDG 2406 D S1	13033005	D	
WLDG 2406 D S2	13033005	D	
PRACTDL 2 D	13040410	D	
BUSG 1301-16 D	13011200	D	
MICRO D S2	13020700	D	X
PRAPPENG D S2	13036200	D	
FINMATH D S2	13018000	D	M
INSTUMTH D	03102500	D	M
OSHT 1405 OSHA	N1303680	D	
LGLA 1307 D	13029200	D	
LGLA 1355 D	13029200	D	
LGLA 2313 D	13029550	D	
HOSPSRVS D S2	13022800	D	
PRACHOS 1D S2	13022900	D	
ADVFDPREP D S2	13022705	D	
BCIS 1305 D	13011400	D	
TECA 1311 D	13024800	D	
CDEC 1319 D	13024800	D	
BUSG 2300 D	13034400	D	
INTRO TO COMP D	13011400	D	
BMGT 1301 D	13012100	D	
HRPO 1311 D	13011900	D	
BMGT 1341 D	13011700	D	
BGMT 2309 D	13034400	D	
BMGT 2310 D	13016300	D	
BMGT 1327 D	13012000	D	

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

BMGT 1344 D	13012100	D	
BMGT 2388 D	13012215	D	
MRKG 1311 D	13034600	D	
CRIJ 1301 D	13029300	D	
CRIJ 1306 D	13029600	D	
CJCR 1304 D	13029700	D	
CRIJ 1313 D	13029400	D	
CJSA 1348 D	13030100	D	
CRIJ 1310 D	13029400	D	
CRIJ 2313 D	13029600	D	
CJLE 1327 D	13029700	D	
CRIJ 2314 D	13029550	D	
CJLE 1346 D	13029500	D	
HMSY 1337 D	13018800	D	
CRIJ 2328 D	13029300	D	
CJSA 1330 D	13018800	D	
CJLE 2386 D	13030100	D	
CHEF 1305 D	13022600	D	
CHEF 1301 D	13022600	D	
PSTR 1301 D	13022600	D	
IFWA 1318 D	13022600	D	
CHEF 1310 D	13022650	D	
RSTO 1321 D	13022650	D	
RSTO 1325 D	13022650	D	
CHEF 2301 D	13022650	D	
CHEF 1340 D	13022705	D	
RSTO 1313 D	13022705	D	
PSTR 2331 D	13022705	D	
CHEF 2331 D	13022705	D	
CHEF 1314 D	13022715	D	
RSTO 1304 D	13022715	D	
RSTO 2386-16 D	13022715	D	
CETT 1509-16 D	13036800	D	
ELPT 1355 D	13036900	D	
IEIR 1310 D	N1303900	D	
ELMT 2333 D	13037405	D	
ELPT 2319 D	N1303689	D	
ELMT 2339 D	N1303689	D	
PTAC 1332 D	N1303900	D	
INTC 1356 D	13037415	D	
PTAC 2336 D	N1303901	D	
CETT 1391 D	13037410	D	
INMT 1417 D	13037410	D	
OSHT 1301 D	N1303680	D	
OSHT1313 D	N1303682	D	
OSHT 1309 D	N1303680	D	
OSHT 1320 D	N1303681	D	
OSHT 1316 D	N1303681	D	
OSHT 2401 D	N1303682	D	
EPCT 2300 D	13033000	D	
EPCT 1349 D	13033000	D	
OSHT 2305 D	13033000	D	
OSHT 2309 D	13033000	D	
EPCT 1344 D	13033010	D	

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

EPCT 2333 D	13033010	D	
OSHT 2488-16 D	13033010	D	
WLDG 1421-16 D	13032300	D	
WLDG 1435-16 D	13033000	D	
WLDG 2413-16 D	13033000	D	
WLDG 2451-16 D	13033015	D	
ADV LAY FAB D	13033015	D	
ADV LAY FAB D	13033015	D	
WLDG 1337-16 D	13033015	D	
WLDG 2388-16 D	13033005	D	
MATH 1314 D	03101100	D	M
MATH 2412 D	03101100	D	M
TECH WR D	03221100	D	L
ENG 4 D A	03220400	D	L
ENG 4 D B	03220400	D	L
CONTEMP MTH D	3102500	D	M
MATH FOR BUS D	13016900	D	M
ENGL 3 A D	03220300	D	L
POFT 2312 D	13009900	D	
INSTUMTH D A	03102500	D	M
INSTUMTH D B	03102500	D	M
EEIR 1309 D	13036900	D	
ANAT PHYS D A	13020600	D	X
ANAT PHYS D B	13020600	D	X
BMGT 2311 D	13011800	D	
PRCAUTOTEC D S1	13040470	D	
BSC MACH SHOP D	13032700	D	
BSC MILL OP D	13032700	D	
PRIN IND HYG D	13033005	D	
AUMT 1301 D	13039550	D	
HOTELMGT D	13022300	D	
TRTORMGT D	13022500	D	
HOSPSRVS D S1	13022800	D	
PRACHOS I D S1	13022900	D	
AUMT 1407 D	13039550	D	
AUMT 1310 D	13039600	D	
AUMT 2437 D	13039600	D	
AUMT 1419 D	13039700	D	
AUMT 1416 D	13040450	D	
AUMT 1345 D	13039710	D	
AUMT 2317 D	13040450	D	
AUMT 2313 D	13040160	D	
AUMT 2334 D	13040450	D	
AUMT 2425-16 D	13040450	D	
AUMT 2443 D	13040450	D	
DIELECT CNTL D	13040150	D	
DEMR 2331 D	13039710	D	
DEMR 1330 D	13040150	D	
DEMR 1406 D	13040150	D	
DEMR 1416 D	13040160	D	
DEMR 2434 D	13040450	D	
MICRO D S1	13020700	D	X
PRAPPENG D S1	13036200	D	
FINMATH D S1	13018000	D	M

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

AUMT 2307 D	13040450	D	
AUMT 2425 D	13040450	D	
DEMIR 1416 D	13040160	D	
POFT 2312 D	13009900	D	
OSHT 1491	13032900	D	
CREATIVE WR D	03221200	D	L
WLDG 1420 D	13032400	D	
WLDG 1430 D	13032400	D	
WLDG 1434 D S1	13032400	D	
RBTC 1343 D	13037000	D	
PRINBMF D S1	13011200	D	
CRIMINALISTIC1D	13029600	D	
PROF COMM D	13009900	D	
HUMRESMGT D	13011900	D	
PRACBUSMGT D S1	13012200	D	
BMGT 1301 D WELD	13012100	D	
ACCTING 1D OCT	13016600	D	
ACCTING 1D OCT	13016600	D	
TEACHING I D	13014200	D	
BIM 1D	13011400	D	
CNBT 1318 D	13005100	D	
CNBT 1311 D	13005100	D	
CNBT 2442 D	13004900	D	
CNBT 1300 D	13005200	D	
CNBT 1342 D	13005000	D	
DFTG 1409 D	13004700	D	
DFTG 2328 D	13004700	D	
CNBT 1346 D	13005000	D	
CNBT 1359 D	13006200	D	
CNBT 2335 D	13006200	D	
CNBT 2480-16 D	13006205	D	
WLDG 1417-16 D	13032300	D	
WLDG 1430-16 D	13032400	D	
WLDG 1430-16 D	13032400	D	
CDEC 1358 D	N1300510	D	
CDEC 1359 D	13024700	D	
CDEC 1321 D	13024700	D	
TECA 1303 D	13024900	D	
TECA 1318 D	13024900	D	
CDEC 1356 D	13014200	D	
CDEC 2307 D	13014200	D	
CDEC 1354 D	13014300	D	
CDEC 2341 D	13014300	D	
CDEC 1323 D	13025000	D	
CDEC 2186 D	13025000	D	
CDEC 2287 D	13025000	D	
WLDG 2406-16 D	13032650	D	
WLDG 1325-16 D	13033005	D	
ACCOUNT1 ZD	13016600	D	
ACCOUNT1 ZD	13016600	D	
ACCOUNT2 ZD	13016700	D	M
ACCOUNT2 ZD	13016700	D	M
SOCI 2336-16 D	13029200	D	
ANAT PHYS D S1	13020600	D	X

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

MATH TEACH D	03102400	D	M
ANAT PHYS D A	13020600	D	X
ANAT PHYS D B	13020600	D	X
BCIS DR	13011400	D	
BIM 1 DR	13011500	D	
Advanced Science D S1	3060320	D	X
Advanced Science D S2	3060320	D	X
ENGL 3 B D	03220300	D	L
DISMAPS D	03100000	D	M
LEGRW D	N1303014	D	
BIO GH	03010200	GH	X
BIO H	03010200	H	X
BIO HD	03010200	H	X
CHEM GH	03040000	GH	X
CHEM GH	03040000	GH	X
CHEM H	03040000	H	X
CHEM H NC	03040000	H	X
CHEM IH	03040000	K	X
CHEM IH G	03040000	KG	X
PHYSICS GH	03050000	GH	X
PHYSICS H	03050000	H	X
PHYSICS H NC	03050000	H	X
SCI 7 GH	03060700	GH	X
SCI 7 H	03060700	H	X
SCI 8 GH	03060800	GH	X
SCI 8 H	03060800	H	X
PRECAL IH MTHMA	03100300	K	M
PRECAL IH MTHMA G	03100300	KG	M
ALG 1 HJ	03100500	HJ	M
ALG 1 GH J	03100500	GHJ	M
ALG 1 H	03100500	H	M
ALG 1 H NC	03100500	H	M
ALG 1 GH	03100600	GH	M
ALG 2 H	03100600	H	M
ALG 2 GH	03100600	GH	M
ALG 2 H	03100600	H	M
ALG 2 IH	03100600	K	M
ALG 2 IH G	03100600	KG	M
GEOM GH	03100700	GH	M
GEOM GH	03100700	GH	M
GEOM GHJ	03100700	GHJ	M
GEOM H	03100700	H	M
GEOM H NC	03100700	H	M
GEOM HJ	03100700	HJ	M
PRE CALC GH	03101100	GH	M
PRE CALC H	03101100	H	M
PRECAL IH MTH	03101100	K	M
PRECAL IH MTH G	03101100	KG	M
INSTMTH H	03102502	H	M
INSTMTH3 GH	03102502	GH	M
MATH 7 GH	03103000	GH	
MATH 7 H	03103000	H	
MATH8 GH	03103100	GH	
ELAR 7 GH	03200520	GH	X
ELAR 7 H	03200520	H	X

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

ENG 8 GH	03200530	GH	X
ENG 8 H	03200530	H	X
ENG 1 GH	03220100	GH	L
ENG 1 GH NC	03220100	GH	L
ENG 1 H	03220100	H	L
ENG 1 H NC	03220100	H	L
ENGL 1 GH	03220100	GH	L
ENGL 1 H	03220100	H	L
ENGL 2 GH	03220100	GH	L
ENG 2 H	03220200	H	L
ENG 2 H NC	03220200	H	L
ENG 2 GH	03220200	GH	L
ENG 2 IH	03220200	K	L
ENG 2 IH G	03220200	KG	L
ENGL 2 H	03220200	H	L
TECH WR IB EE	03221100	I	L
TECH WR IB EE G	03221100	I	L
HUMANIT GH	03221600	GH	L
HUMANIT H	03221600	H	L
IND ENG H	03221800	H	L
IND ENG GH	03221800	GH	L
IND ENG2 H	03221810	H	L
IND ENG3 GH	03221820	GH	L
IND ENG3 H	03221820	H	L
COMMAPP D	03241400	D	
W GEO GH	03320100	GH	S
W GEO H	03320100	H	S
W GEO IH	03320100	K	S
W GEO IH G	03320100	KG	S
US GOVT D	03330100	D	S
USGOVT W-IB	03330100	I	S
USGOVT W-IB G	03330100	I	S
US HIST D S1	03340100	D	S
W HIST H	03340400	H	S
W HIST H NC	03340400	H	S
W HIST GH	03340400	GH	S
W HIST H	03340400	H	S
W HIST H NC	03340400	H	S
W HIST IH	03340400	K	S
W HIST IH G	03340400	KG	S
SS 7 GH	03343000	GH	S
SS 7 H	03343000	H	S
SS 8 GH	03343100	GH	S
SS 8 H	03343100	H	S
US HIST D S2	03340100	D	S
PSYCH D	03350100	D	S
SOC D	03370100	D	S
TX GOVT D	03380002	D	S
FREN 2 H	03410200	H	Z
FREN 2 IH	03410200	K	Z
FREN 3	03410300	H	Z
FREN 3 H	03410300	H	Z
FREN 3 IH	03410300	K	Z
GERMAN 3	03420300	H	Z
GERMAN 3 IH	03420300	K	Z

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

GERMAN3 H	03420300	H	Z
LATIN2 H	03430200	H	Z
LATIN2 IH	03430200	K	Z
LATIN3 H	03430300	H	Z
LATIN3 IH	03430300	K	Z
Texas History D	03380021	D	S
SPAN II D S1	03440200	D	Z
SPAN 2 H	03440200	H	Z
SPAN 2 IH	03440200	K	Z
SPAN2 H	03440200	H	Z
SPAN 2 D S2	03440200	D	Z
SPAN2 H J	03440200	HJ	Z
SPAN 3	03440300	H	Z
SPAN 3 J	03440300	HJ	Z
SPAN III D S1	03440300	D	Z
SPAN 3 H	03440300	H	Z
SPAN 3 SL IH	03440300	K	Z
SPAN3	03440300	H	Z
SPAN3 D S2	03440300	D	Z
SPAN3 HJ	03440300	HJ	Z
SPAN3 H	03440300	H	Z
SPAN4 D S1	03440400	D	Z
SPAN4 D S2	03440400	D	Z
ART1APP D S1	03500110	D	
ARTAPP1 D S2	03500110	D	
ART II DRAW 1 S1	03500500	D	
ART2DRAW1 D S2	03500500	D	
ART3DRAW2 D S1	03501300	D	
ART3DRAW2 D S2	03501300	D	
ART4DRAW3 D S1	03502300	D	
ART4DRAW3 D S2	03502300	D	
MTR CNTRLS D	13037600	D	M
PSHAE D	13040504	D	
SPAN 4	3440400	H	Z
AP-BIO P	A3010200	P	X
AP-BIO GP	A3010200	GP	X
AP-ENVIR P	A3020000	P	X
AP-ENVIR GP	A3020000	GP	X
AP-CHEM GP	A3040000	GP	X
AP-CHEM P	A3040000	P	X
AP-PHYS1 NC	A3050003	P	X
AP-PHYS1 P	A3050003	P	X
AP-PHYS1 GP	A3050003	GP	X
AP-PHYS2 P	A3050004	P	X
AP-PHYS2 GP	A3050004	GP	X
AP-PHYS2 NC	A3050004	P	X
AP-PHYSCE GP	A3050005	GP	X
AP-PHYSCE P	A3050005	P	X
AP-PHYSCEM GP	A3050006	GP	X
AP-PHYSCEM P	A3050006	P	X
APCALCAB P	A3100101	P	M
APCALCAB P CT	A3100101	P	M
APCALCAB P SF	A3100101	P	M
APCALCAB GP	A3100101	GP	M
APCALCBC GP	A3100102	GP	M

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

APCALCBC P	A3100102	P	M
APSTATS P	A3100200	P	M
APSTATS GP	A3100200	GP	M
APENGLAN P	A3220100	P	L
APENGLAN GP	A3220100	GP	L
APENGLAN NC	A3220100	P	L
APENGLAN DP	A32201000	D	L
APENLGLIT GDP	A3220200	D	L
APENGLIT P	A3220200	P	L
APENGLIT NC	A3220200	P	L
APENGLIT DP	A3220200	D	L
APENGLIT GP	A3220200	GP	L
APMACECO P	A3310200	P	S
APMACECO DP	A3310200	D	S
APMACECO GDP	A3310200	D	S
APMACECO GP	A3310200	GP	S
APUSGOVT P	A3330100	P	S
APUSGOVT DP	A3330100	D	S
APUSGOVT GDP	A3330100	D	S
APUSGOVT GP	A3330100	GP	S
APUSHIST P	A3340100	P	S
APUSHIST DP	A3340100	D	S
APUSHIST GDP	A3340100	D	S
APUSHIST GP	A3340100	GP	S
APEUHIST P	A3340200	P	S
APEUHIST GP	A3340200	GP	S
APHUMGEOW	A3360100	P	S
APHUMGEOW G	A3360100	P	S
APWHIST GP	A3370100	GP	S
APWHIST P	A3370100	P	S
APFR-LAN P	A3410100	P	Z
APLATVG P	A3430100	P	Z
APSPALAN P	A3440100	P	Z
APSPALIT	A3440200	P	Z
APTACS1A P	A3580120	P	LOTE
APTACSAM G	A3580110	P	M
APTACSAM P	A3580110	P	M
APCOSC PRIN GP	A3580300	P	LOTE
IBTOK	I3000100	I	L
IBTOK G	I3000100	I	L
IB-BIO SL/HL-A	I3010201	I	X
IB-BIO SL/HL-A G	I3010201	I	X
IB-BIO HL-B	I3010202	I	X
IB-BIO HL-B G	I3010202	I	X
IB-CHEM1	I3040002	I	X
IB-CHEM1 G	I3040002	I	X
IB-PHYS1 I	I3050002	I	X
IB-PHYS1 I G	I3050002	I	X
IBMASTL YR2	I3100100	I	M
IBMASTL YR2 G	I3100100	I	M
IBMASL YR2	I3100200	I	M
IBMASL YR2 G	I3100200	I	M
IBENG 3	I3220300	I	L
IBENG 3 G	I3220300	I	L
IBENG 4	I3220400	I	L

2024-25 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

IBENG 4 G	I3220400	I	L
IBHISTAM 1	I3301300	I	S
IBHISTAM 1 G	I3301300	I	S
IBHISTAM 2	I3301300	I	S
IBHISTAM 2 G	I3301300	I	S
IBHSTEUR	I3301500	I	S
IBHSTEUR G	I3301500	I	S
IBFREN 4	I3410400	I	L
IBGERM SL	I3420400	I	L
IBLAT 4	I3430400	I	Z
IBSPAN 4	I3440400	I	Z
IBSPAN HL	I3440500	I	Z
IBTACS1	I3580200	I	Z
ALGREA D	03102540	D	M
HUMANIT 1 D	03221600	D	L
HUMANIT 2 D	03221610	D	L
COMP SCI 2 H	3580300	H	LOTE
COMP SCI 3 H	03580350	H	LOTE
IND SPCH D	03221610	D	
LIFEFIT D S1	PES00051	D	
LIFEFIT D S2	PES00051	D	
LIFEROP D	PES00053	D	



## **OPENING OF SCHOOLS UPDATE**

Dr. Scott Muri, Superintendent of Schools will provide an opening of school's update.



## **UPDATE ON STATE ACCOUNTABILITY SYSTEM**

An update on the 2023-2024 state accountability system will be presented to the Board of Trustees.



## **DISCUSSION OF PROCESS TO BEGIN SUPERINTENDENT SEARCH**

The Board of Trustees will discuss the process to begin a superintendent search.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

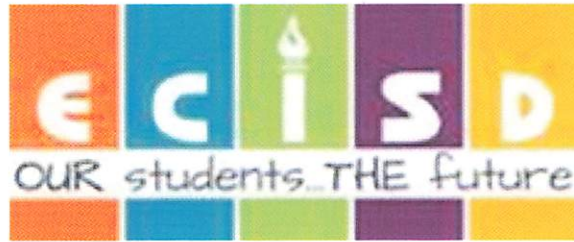
**FROM:** Dr. Scott Muri, Superintendent of Schools

**SUBJECT:** **DISCUSSION REGARDING MEMORIAL RESOLUTIONS FOR EMPLOYEES**

**DATE:** August 20, 2024

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Trustee Dawn Miller has requested this item to be added to the current agenda.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Keeley Boyer, Chief of Schools

**SUBJECT:** REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE AUSTIN ELEMENTARY SCHOOL PRINCIPAL

**DATE:** August 20, 2024

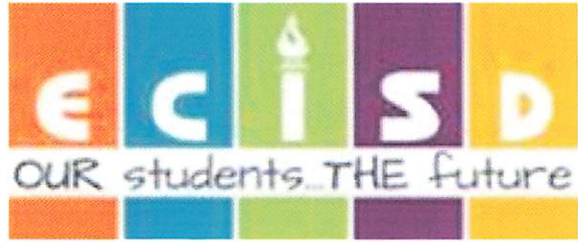
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Recommendation to Hire Principal at Austin Elementary School.

\*\*\*\*\*

Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to Hire Austin Elementary School Principal.



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

**FROM:** Dr. Keeley Boyer, Chief of Schools

**SUBJECT:** REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE MILAM ELEMENTARY SCHOOL PRINCIPAL

**DATE:** August 20, 2024

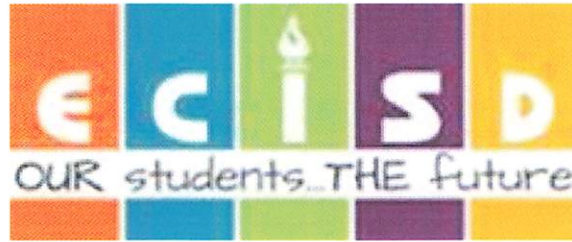
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Recommendation to Hire Principal at Milam Elementary School.

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Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to Hire Milam Elementary School Principal.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Keeley Boyer, Chief of Schools

**SUBJECT: REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL  
RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF  
LEADERSHIP**

**DATE:** August 20, 2024

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Recommendation to Hire Executive Director of Leadership.

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Administrative Recommendation:

Approval of Retroactive Personnel Recommendation to Hire Executive Director of Leadership.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT: REQUEST FOR APPROVAL OF RETROACTIVE PERSONNEL RECOMMENDATION TO HIRE EXECUTIVE DIRECTOR OF TALENT DEVELOPMENT**

**DATE:** August 20, 2024

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Recommendation to hire Executive Director of Talent Development.

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Administrative Recommendation:  
Approval of Personnel Recommendation to hire Executive Director of Talent Development.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT:** **POSSIBLE ACTION ON INTERIM SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

**DATE:** August 20, 2024

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Ector County ISD Board of Trustees may take action on Interim Superintendent's Employment Agreement.



## INFORMATION ITEMS

- Added and Reclassified Administrative Professional Stipend/Supplemental Pay Plan
- Financials
- Purchases Over \$50,000 Informational Report
- Quarterly Donations Informational Report
- Routine Personnel Report

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 August 2024  
 DATE: 8/20/2024

<b>ADDED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN</b>		
<b>POSITION/GROUP</b>	<b>DUTIES PERFORMED/DAYS</b>	<b>STIPEND/PAY GRADE</b>
Other - Stipend - Director	Director of Federal & State Programs Travel Allowance	\$4,400
Other - Stipend - SPED Lead	Lead Bilingual Diagnostician	\$3,500
Other - Supplemental Pay - Teacher	School Action Fund (SAF) Student Orientation	\$360/day; \$180 per 1/2 day; or \$22/hour

<b>RECLASSIFIED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN</b>		
<b>POSITION/GROUP</b>	<b>DUTIES PERFORMED/DAYS</b>	<b>STIPEND/PAY GRADE</b>
Human Capital - Summer School	OPT Apprentice	\$500 (per apprentice - Max of 2)
Human Capital - OPT Mentors	OPT Mentor Teachers	\$1,000 per year (per apprentice -Max of 2)

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



## **FINANCIALS**

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
 MONTHLY REPORT OF TAX COLLECTIONS  
 FOR THE PERIOD OF JULY 1, 2023 THRU JUNE 30, 2024

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	1,012,679.05	180,224,921.40	171,856,100.34	446,888.72	7,921,932.34	4.42%	4.40%
<b>DELINQUENT TAX</b>								
2022	6,846,545.92	(619,141.82)	6,227,404.10	2,396,022.69	(17,064.36)	3,848,445.77	56.21%	61.80%
2021	2,740,462.78	(283,768.47)	2,456,694.31	536,926.55	17,164.53	1,902,603.23	69.43%	77.45%
2020	1,978,234.15	45,622.67	2,023,856.82	486,135.89	21,442.15	1,516,278.78	76.65%	74.92%
2019	1,534,201.72	(33,181.23)	1,501,020.49	210,246.77	13,600.89	1,277,172.83	83.25%	85.09%
2018	1,095,116.83	(1,321.20)	1,093,795.63	123,401.12	8,010.64	962,383.87	87.88%	87.99%
2017	874,696.28	(173.48)	874,522.80	69,192.56	5,508.41	799,821.83	91.44%	91.46%
2016	923,303.15	(38.28)	923,264.87	58,117.81	2,629.34	862,517.72	93.42%	93.42%
2015	809,976.13	(38.71)	809,937.42	30,622.65	2,007.18	777,307.59	95.97%	95.97%
2014	809,661.76	(322.21)	809,339.55	21,752.28	1,235.22	786,352.05	97.12%	97.16%
2013	550,296.95	(315.59)	549,981.36	14,950.06	886.82	534,144.48	97.06%	97.12%
2012	404,184.63	(35,966.40)	368,218.23	8,008.90	766.89	359,442.44	88.93%	97.62%
2011	377,883.54	(2,597.64)	375,285.90	4,843.26	520.83	369,921.81	97.89%	98.57%
2010+	2,189,559.75	(17,526.46)	2,172,033.29	14,739.58	1,632.11	2,155,661.60	98.45%	99.25%
			0.00					
TOTAL DELINQUENT TAX	21,134,123.59	(948,768.82)	20,185,354.77	3,974,960.12	58,340.65	16,152,054.00	11.34	11.58
CED # 24 SII TAXES	46,682.69	0.00	46,682.69	133.92	0.00	46,548.77	99.71%	99.71%
TOTAL ALL TAXES	200,393,048.63	63,910.23	200,456,958.86	175,831,194.38	505,229.37	24,120,535.11		
<b>PENALTY / INTEREST / DISCOUNT</b>						<b>YEAR TO DATE</b>		
				CURRENT P & I	0.00	0.00	0.00	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	2,328,625.13	178,675.49	2,507,300.62	
TOTAL PENALTY / INTEREST / DISCOUNT					2,328,625.13	178,675.49	2,507,300.62	
<b>OTHER COLLECTIONS</b>								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	1,757.77	66.70	1,824.47	
				LATE RENDITION FEES	433,494.55	3,131.58	436,626.13	
				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					435,257.41	3,198.28	438,455.69	
TOTAL SCHOOL					178,595,076.92	687,103.14	179,282,180.06	

TOTAL	GENERAL FUND		DEBT SERVICE		TOTAL
	TAXES PAID	P + I + C	TAXES PAID	P + I + C	
	378,467.32	136,241.64	126,762.05	45,632.13	687,103.14



## **PURCHASES OVER \$50,000 INFORMATIONAL REPORT**

The purchases over \$50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

## ECISD New Purchase Orders Over \$50,000 Report for June 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	06/20/2024	24014468	ACE MART RESTAURANT SUPPLY CO	\$ 1,207,969	K-12 CUSTOM & STANDARD SERVING LINES CROCKETT, WILSON & YOUNG, AND NIMITZ	ECISD AWARDED RFP 24-22SN	240-35-6639-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
2	06/17/2024	24014462	A-Z BUS TEXAS LLC	\$ 559,760	BUSES 2 - BLUE BIRD T3RE 4006. 46 PSX PLUS 1 DRIVER	BUYBOARD 722-23	199-34-6631-01-986-99-	SABLE CORRALES	DISTRICT OPERATIONS
3	06/17/2024	24014463	A-Z BUS TEXAS LLC	\$ 332,770	BUSES 2 - BLUE BIRD BBCV 3303. 71 psx	BUYBOARD 722-23	199-34-6631-01-986-99-	SABLE CORRALES	DISTRICT OPERATIONS
4	06/03/2024	24014394	CDW-G	\$ 227,579	ECTOR LIBRARY FURNITURE MOORECO TABLE WHITEBOARD, CASTERS, CHAIRS, STOOL, ETC	SOURCEWELL 121923-ECTOR COUNTY ISD	199-12-6398-00-047-11- 199-12-6639-00-047-11- 199-12-6397-00-047-11-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
5	06/05/2024	24014428	FOLLETT CONTENT SOLUTIONS LLC	\$ 210,999	ECTOR LIBRARY BOOKS 10,881 - BOOKS	BUYBOARD 702-23	199-12-6669-00-047-11-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
6	06/12/2024	24014449	RODRIGUEZ DRYWALL & PAINT CO	\$ 160,000	MILAM SUMMER PAINTING	ECISD AWARDED VENDOR RFP 22-38	199-51-6246-00-955-99-	KENT CLARK	MAINTENANCE SERVICES
7	06/12/2024	24014448	RODRIGUEZ DRYWALL & PAINT CO	\$ 140,000	CAMERON SUMMER PAINTING	ECISD AWARDED VENDOR RFP 22-38	199-51-6246-00-955-99-	KENT CLARK	MAINTENANCE SERVICES

## ECISD New Purchase Orders Over \$50,000 Report for July 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	07/15/2024	25000484	AETNA LIFE INSURANCE COMPANY	\$ 19,600,000	AETNA WEEKLY CLAIMS - MEDICAL	DISTRICT HEALTH INS. CLAIMS/FEES	772-41-6499-00-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
2	07/09/2024	25000188	UMB BANK N.A.	\$ 16,829,047	DEBT SVC WIRE PMTS	BOARD APPROVED DEBT SERVICE	599-71-6521-16-992-99- 599-71-6511-16-992-99- 599-71-6511-21-992-99- 599-71-6521-21-992-99- 599-71-6521-24-992-99- 599-71-6521-23-992-99-	KIMBERLY BYERS	FINANCE
3	07/15/2024	25000486	PCARX LLC	\$ 7,500,000	PCA-RX WEEKLY CLAIMS	DISTRICT HEALTH INS. RX CLAIMS/FEES	772-41-6499-08-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
4	07/30/2024	25001452	GALLAGHER CONSTRUCTION COMPANY LP	\$ 5,000,000	GALLAGHER-OVERSIGHT OF MS & CTE HS	ECISD AWARDED 24-16	693-81-6629-00-048-99-50024 693-81-6629-00-016-99-10024	SABLE CORRALES	DISTRICT OPERATIONS
5	07/23/2024	25000958	CDW-G	\$ 4,891,322	BOND 2023 TECHNOLOGY SURVIELLANCE-RFP 24-28	SOURCEWELL 121923-ECTOR COUNTY ISD	693-52-6639-00-864-99-70324	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
6	07/09/2024	25000120	CALPINE CORPORATION	\$ 4,032,000	ELECTRICITY	ELECTRICAL UTILITY SERVICES	199-51-6257-00-962-99-	KIMBERLY BYERS	FINANCE
7	07/09/2024	25000184	UNIVERSITY OF TX-PERMIAN BASIN	\$ 3,514,000	STEM ACADEMY CHARTER	INTERLOCAL AGREEMENT ECISD AND UTPB	199-11-6229-99-009-99-	KIMBERLY BYERS	FINANCE
8	07/09/2024	25000158	ECTOR COUNTY APPRAISAL DIST	\$ 2,628,145	APPRAISAL SERVICE REAL ESTATE TAX APPRAISAL COLLECTION FEES	SOLE SOURCE TEXAS TAX CODE TITLE I SUBTITLE B CHAPTER 6 SUBCHAPTER A	199-99-6213-00-703-99- 199-41-6213-01-703-99-	KIMBERLY BYERS	FINANCE
9	07/09/2024	25000104	CITY OF ODESSA WATER DEPT	\$ 2,016,000	DISTRICT WATER CHARGES	SOLE SOURCE TEC 44.031 j-k	199-51-6255-00-962-99-	KIMBERLY BYERS	FINANCE
10	07/15/2024	25000452	FIRST FINANCIAL ADMINISTRATORS	\$ 1,596,000	METLIFE DENTAL (FIRST FINANCIAL) CLAIMS/FEES	INTERLOCAL AGREEMENT REGION 12 ESC	863-00-2153-28-000-00-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
11	07/15/2024	25000354	LABATT FOOD SERVICE	\$ 1,500,000	DIRECT DELIVERY OF COMMERCIAL AND COMMODITY FOOD ITEMS	WTX FOOD SERVICE COOP BID "FOOD" SY24-25	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
12	07/15/2024	25000489	CAREATC INC	\$ 1,361,000	ECISD WELLNESS CENTER (CARE/ATC) TRUST	INTERLOCAL AGREEMENT REGION 12 ESC	772-41-6299-01-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
13	07/15/2024	25000485	AETNA LIFE INSURANCE COMPANY	\$ 1,356,000	AETNA - MONTHLY ADMIN FEES - HEALTH INSURANCE	INTERLOCAL AGREEMENT REGION 12 ESC	772-41-6499-01-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
14	07/09/2024	25000141	ODESSA FAMILY YMCA	\$ 1,300,000	YMCA CHARTER	INTERLOCAL AGREEMENT ECISD AND YMCA	199-11-6229-99-134-99-	KIMBERLY BYERS	FINANCE
15	07/15/2024	25000348	G H DAIRY	\$ 1,200,000	LT-RW-BID# 23-14SN"MILK AND DAIRY DELIVERY ITEMS"	ECISD AWARDED VENDOR IFB #22-23SN	240-35-6341-07-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
16	07/09/2024	25000101	ATMOS ENERGY	\$ 756,000	ATMOS ENERGY PROVIDES NATURAL GAS SERVICE FOR ECISD BUILDINGS	NATURAL GAS SERVICES	199-51-6258-00-962-99-	KIMBERLY BYERS	FINANCE
17	07/30/2024	25001344	ODESSA COLLEGE	\$ 700,000	OHS - CTE STUDENTS DUAL CREDIT TUITION PHS - CTE STUDENTS DUAL CREDIT TUITION	INTERLOCAL AGREEMENT ECISD AND ODESSA COLLEGE	199-11-6223-00-003-22- 199-11-6223-00-002-22-	CHARLETTA WASHINGTON	CAREER & TECHNOLOGY
18	07/09/2024	25000187	GRANULAR INSURANCE COMPANY	\$ 634,674	GRANULAR - STOP LOSS	INTERLOCAL AGREEMENT UBC	772-41-6429-06-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
19	07/08/2024	25000080	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	\$ 500,000	FUEL, OIL, GREASE AND LUBRICANTS	TASB ENERGY COOP AWARDED VENDOR	199-34-6311-00-986-99-	DANA HENRY	TRANSPORTATION
20	07/24/2024	25001152	ODESSA COLLEGE	\$ 495,000	TUITION CTE TUITION FACILITY FEES OHS AND PHS DUAL CREDIT ACADEMIC FEES	OCTECHS MOU	199-11-6223-00-014-22- 199-11-6299-00-014-11- 199-51-6299-00-014-99- 199-11-6223-00-014-11-	KIMBERLY BYERS	FINANCE
21	07/30/2024	25001458	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	\$ 478,400	MAP GROWTH K-12 TESTING	BUYBOARD 653-21 & RFP 21-16	199-31-6339-00-852-99-	ELSA ENRIQUEZ	ASSMT, RESEARCH, PRGM REV
22	07/09/2024	25000121	GUNN & SCOGGINS INC	\$ 450,000	DISTRICT IPM COORDINATOR AND PEST CONTROL SERVICES	ECISD AWARDED 22-08SI	199-51-6246-01-955-99-	KENT CLARK	MAINTENANCE SERVICES

## ECISD New Purchase Orders Over \$50,000 Report for July 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
23	07/24/2024	25001153	ODESSA COLLEGE	\$ 440,000	TUITION CTE TUITION FACILITY FEES	OCA MOU	199-11-6223-00-015-22- 199-11-6223-00-015-11- 199-11-6299-00-015-11- 199-51-6299-00-015-99-	KIMBERLY BYERS	FINANCE
24	07/11/2024	25000286	TYLER TECHNOLOGIES INC	\$ 439,886	2023-24 MUNIS SOFTWARE MAINTENANCE/ SUPPORT	1GPA COOP 18-01PV-04	199-53-6248-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
25	07/09/2024	25000176	EPALLET INC	\$ 435,750	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
26	07/09/2024	25000183	TEXAS ASSOCIATION OF SCHOOL BOARDS	\$ 393,280	SCHOOL INSURANCE POLICIES - RISK MANAGEMENT FUND Automobile Liability/Automobile Physical Damage/ School Liability including Professional Legal, General, and Employee Benefits Liability/ Privacy & Information Security	INTERLOCAL AGREEMENT ECISD AND TASB	199-34-6425-00-970-99- 199-41-6425-00-970-99- 199-53-6425-00-970-99-	KIMBERLY BYERS	FINANCE
27	07/23/2024	25001034	CURRICULUM ASSOCIATES LLC	\$ 372,222	I-READY MATH PK-5	BUYBOARD 653-21	199-11-6248-00-851-24-	SHEILA PRUITT	CURRICULUM & INSTRUCTION
28	07/15/2024	25000465	NETSYNC NETWORK SOLUTIONS	\$ 361,362	2024-25 ECISD FIBER MAINTENANCE/OPERATIONS	TEXAS DIR DIR-TSO-4169	199-51-6259-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
29	07/23/2024	25001089	IMAGINE LEARNING LLC	\$ 344,575	Imagine Learning will be used for 6-8 math as a personalized platform for students in middle school. Edgenuity is used for high school students for credit recovery or credit accrual.	BUYBOARD 653-21	199-11-6248-00-851-24-	SHEILA PRUITT	CURRICULUM & INSTRUCTION
30	07/19/2024	25000901	GREENWOOD PUBLISHING GROUP LLC	\$ 343,249	SAXON PHONICS REFILLS-K-2	REGION 18 COOP R18-625-102-304	211-11-6396-00-851-30-21125	SHEILA PRUITT	CURRICULUM & INSTRUCTION
31	07/15/2024	25000451	FIRST FINANCIAL ADMINISTRATORS	\$ 336,000	SUPERIOR VISION BY METLIFE(FIRST FINANCIAL) CLAIMS/FEES	INTERLOCAL AGREEMENT REGION 12 ESC	863-00-2153-22-000-00-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
32	07/08/2024	25000062	SYSCO USA, INC	\$ 335,804	PAPER AND PLASTIC ITEMS	ECISD AWARDED 24-20SN	240-35-6342-02-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
33	07/09/2024	25000122	BRAUN BEEF & CO INC	\$ 331,577	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
34	07/09/2024	25000160	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	\$ 315,888	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
35	07/09/2024	25000165	SYSCO USA, INC	\$ 306,937	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
36	07/16/2024	25000650	ATKINS HOLLMAN JONES PEACOCK	\$ 300,000	Legal Services	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6211-01-702-99-	MARY FRANCO	BOARD OF TRUSTEES
37	07/18/2024	25000833	JNT RESOURCES PARTNERS, LP	\$ 295,041	ECISD 401 (A) EXECUTIVE PLAN SUPERINTENDENT	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6149-01-701-99-	KIMBERLY BYERS	FINANCE
38	07/18/2024	25000877	XEROX CORPORATION	\$ 270,000	DISTRICTWIDE XEROX COPIERS	OMNIA R191104	199-71-6512-00-999-99-	KIMBERLY BYERS	FINANCE
39	07/15/2024	25000487	PCARX LLC	\$ 264,000	PCA-RX ADMIN FEES - HEALTH INSURANCE	INTERLOCAL AGREEMENT REGION 12 ESC	772-41-6499-08-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
40	07/15/2024	25000391	WAWONA FROZEN FOOD I	\$ 250,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
41	07/15/2024	25000383	TYSON PREPARED FOOD, INC.	\$ 250,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
42	07/30/2024	25001402	AGE OF LEARNING, INC.	\$ 225,000	AGE OF LEARNING-MATH PK-2 - SITE LICENSE	TIPS 230105	199-11-6394-00-851-24-	SHEILA PRUITT	CURRICULUM & INSTRUCTION
43	07/22/2024	25000928	COLLEGE ENTRANCE EXAMINATION BOARD	\$ 219,884	AP EXAMS OHS, PHS, NTO MAY 2025	SOLE SOURCE	199-31-6339-50-881-38-	LAURA PEREZ	ADVANCED ACADEMIC SERVICES

## ECISD New Purchase Orders Over \$50,000 Report for July 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
44	07/24/2024	25001113	THE UNIVERSITY OF TEXAS AT AUSTIN	\$ 215,000	BL UTeach Classes - UTPD ECISD 2024-2025 Cohorts - Foundations of Blended Learning - Advanced Blended Learning - Blended Learning Coaching and Collaboration.	INTERLOCAL AGREEMENT	429-13-6411-BL-864-11-43925	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
45	07/15/2024	25000454	FIRST FINANCIAL ADMINISTRATORS	\$ 214,800	THE STANDARD LIFE (1ST FINAN) - VOL & DEP LIFE ADMINISTRATION FEES	INTERLOCAL AGREEMENT REGION 12 ESC	863-00-2153-13-000-00-863-00-2153-12-000-00-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
46	07/09/2024	25000179	ROBBINS SALES CO INC	\$ 212,080	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
47	07/16/2024	25000555	SCHOOLMINT INC	\$ 210,295	CLASSROOM OBSERVATION AND TEACHER FEEDBACK PLATFORM.	TIPS 230105	199-13-6394-00-850-99-	SARAH HARRISON	TALENT DEVELOPMENT
48	07/18/2024	25000850	LEASE SERVICING CENTER INC	\$ 210,000	DISTRICT COPIERS - SCHEDULE 2	SOURCEWELL 011620-NCL	199-71-6512-00-999-99-	KIMBERLY BYERS	FINANCE
49	07/10/2024	25000214	EDUPHORIA INCORPORATED	\$ 209,308	EDUPHORIA RENEWAL 24-25	TIPS 220105	199-53-6248-38-864-99-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
50	07/15/2024	25000450	FIRST FINANCIAL ADMINISTRATORS	\$ 198,000	METLIFE CRITICAL ILLNESS - FIRST FINANCIAL ADMINISTRATION FEES	INTERLOCAL AGREEMENT REGION 12 ESC	863-00-2153-29-000-00-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
51	07/23/2024	25001078	LONE STAR LEARNING	\$ 191,958	TEKSAS TARGET PRACTICE PLUS, ENGLISH & SPANISH, K-5	REGION 18 ESC R18-624-230-53	199-11-6394-00-851-24-	SHEILA PRUITT	CURRICULUM & INSTRUCTION
52	07/30/2024	25001423	REGION 18 EDUCATION SERVICE CENTER	\$ 174,642	RENEWAL-TEKS RESOURCE SYSTEM 2024-2025	REGION 18 ESC TL-05-TEKS RS	199-13-6239-00-851-99-	SHEILA PRUITT	CURRICULUM & INSTRUCTION
53	07/30/2024	25001411	COLLEGE ENTRANCE EXAMINATION BOARD	\$ 168,820	College Board 23-24 PSAT, SAT and NMSQT	SOLE SOURCE	199-31-6339-50-881-38-	LAURA SAMANIEGO	ADVANCED ACADEMIC SERVICES
54	07/15/2024	25000449	FIRST FINANCIAL ADMINISTRATORS	\$ 162,000	HOSPITAL INDEMNITY PLAN (AETNA)	DISTRICT GAP INS. ADMINISTRATION FEES	863-00-2153-02-000-00-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
55	07/09/2024	25000170	NATIONAL FOOD GROUP INC	\$ 156,600	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
56	07/09/2024	25000124	BIMBO BAKERIES USA	\$ 155,672	BREAD DELIVERY ITEMS	ECISD AWARDED 24-18SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
57	07/09/2024	25000100	AT&T	\$ 151,200	MAIN PHONE BILL	TEXAS DIR	199-51-6256-00-962-99-	KIMBERLY BYERS	FINANCE
58	07/15/2024	25000390	NARDONE BROS. BAKING CO. INC.	\$ 150,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
59	07/15/2024	25000435	NATIONAL FOOD GROUP INC	\$ 150,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
60	07/16/2024	25000513	ODESSA COLLEGE	\$ 150,000	2024-25 OC TUITIONS FALL/SPRING	INTERLOCAL AGREEMENT ECISD AND ODESSA COLLEGE	199-11-6223-00-011-11-	MICHELLE HERRERA	GEORGE HW BUSH NEW TECH ODESSA
61	07/15/2024	25000437	ALPHA FOODS CO.	\$ 150,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
62	07/15/2024	25000446	S.A. PIAZZA & ASSOC. INC	\$ 150,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
63	07/18/2024	25000744	CDW-G	\$ 146,219	SMARTNET PREM CALLING FLEX-24-25	SOURCEWELL 121923-ECTOR COUNTY ISD	199-53-6248-38-864-99-	MARTHA ALMAGUER	INFORMATION TECHNOLOGY
64	07/15/2024	25000488	WELLSPRING TELEHEALTH	\$ 145,600	RECURO MONTHLY SERVICE FEES	INTERLOCAL AGREEMENT REGION 12 ESC	772-41-6499-00-978-99-	MARIA MELENDEZ	BENEFITS/RISK MANAGEMENT
65	07/15/2024	25000483	UNIVERSAL FIDELITY LIFE INSURANCE COMPANY	\$ 131,656	STUDENT INSURANCE SERVICES 24/25	INTERLOCAL AGREEMENT REGION 12 ESC	199-36-6426-65-905-91-199-36-6426-60-905-91-	DORA CRUZ	ATHLETICS
66	07/18/2024	25000774	PETROPLEX OFFICE SUPPLY, INC.	\$ 130,000	DISTRICT COPIERS - SCHEDULE 2	TIPS 240103	199-71-6512-00-999-99-	KIMBERLY BYERS	FINANCE

## ECISD New Purchase Orders Over \$50,000 Report for July 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
67	07/19/2024	25000898	CURRICULUM ASSOCIATES LLC	\$ 125,400	I-READY READING PD	ECISD AWARDED 24-25	255-13-6299-00-851-24-25524	SHEILA PRUITT	CURRICULUM & INSTRUCTION
68	07/08/2024	25000084	WEST TEXAS FILTERS INC	\$ 125,000	BUILDING HVAC FILTERS	E&I CNR01464	199-51-6246-00-955-99-	RENNETTE FLORES	MAINTENANCE SERVICES
69	07/22/2024	25000944	SEVERIN INTERMEDIATE HOLDINGS, LLC	\$ 113,329	SCHOOLOGY	TIPS 210101	199-11-6394-38-864-11-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
70	07/09/2024	25000108	ECTOR COUNTY UTILITY DISTRICT	\$ 112,000	WATER FOR CAVAZOS, FLY & AG FM	SOLE SOURCE TEC 44.031 j-k	199-51-6255-00-962-99-	KIMBERLY BYERS	FINANCE
71	07/29/2024	25001273	CDW-G	\$ 105,381	24-25 LIGHTSPEED FILTERING	SOURCEWELL 121923-ECTOR COUNTY ISD	199-53-6248-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
72	07/09/2024	25000143	ARLINGTON VALLEY FARMS LLC	\$ 105,300	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
73	07/29/2024	25001276	N-TUNE MUSIC & SOUND INC	\$ 103,564	ECTOR MS BAND INSTRUMENTS	BUYBOARD 619-20, 644-21, & 655-21	693-11-6639-00-861-11-40224 693-11-6397-00-861-11-40224	THELMA CHAPA	FINE ARTS
74	07/15/2024	25000436	CALFED FINANCIAL CORPORATION	\$ 100,000	WTXCO-OP COMMODITY PROCESSING SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
75	07/16/2024	25000526	TEXAS TECH HEALTH SCIENCES CTR	\$ 100,000	TTU PRINCIPAL FELLOWS COHORT 4	ECISD AWARDED 22-03	255-13-6221-00-850-24-25924	SARAH HARRISON	TALENT DEVELOPMENT
76	07/16/2024	25000558	WHITLEY PENN LLP	\$ 100,000	AUDIT FINANCIAL STATEMENTS	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6212-00-970-99-	KIMBERLY BYERS	FINANCE
77	07/09/2024	25000172	PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	\$ 100,000	PROPERTY VALUE STUDY FEES	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6213-00-703-99-	KIMBERLY BYERS	FINANCE 319
78	07/18/2024	25000773	PETROPLEX OFFICE SUPPLY, INC.	\$ 97,000	PRINT SHOP COPIERS - SCHEDULE 1	SOURCEWELL 030321-XOX	199-71-6512-00-999-99-	KIMBERLY BYERS	FINANCE
79	07/08/2024	25000085	MULTI-HEALTH SYSTEMS INC	\$ 96,000	Naglieri General Ability Tests 23-24	BUYBOARD 573-18	199-31-6399-01-881-99-	LAURA SAMANIEGO	ADVANCED ACADEMIC SERVICES
80	07/08/2024	25000092	ANGEL ORTIZ	\$ 93,000	RS/SPED/CONTRACT ANGEL ORTIZ	ECISD AWARDED 24-29	199-31-6219-00-871-23-	ROMI SCOWN	SPECIAL EDUCATION
81	07/17/2024	25000733	CLASSLINK INC	\$ 89,075	CLASSLINK RENEWAL 24-25	TEXAS DIR DIR-CPO-4493	199-11-6394-38-864-11-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
82	07/10/2024	25000215	EDUPHORIA INCORPORATED	\$ 87,752	EDUPHORIA MASTER BANK RENEWAL FOR 24-25	TIPS 220105	199-53-6248-38-864-99-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
83	07/17/2024	25000731	TEXAS COUNCIL OF ADMINISTRATORS OF	\$ 86,679	RS/SPED/CONTRACT DISPROPORTIONATE DISCIPLINE	INTERLOCAL SHARED SERVICE AGREEMENT	199-11-6219-00-871-23-	ROMI SCOWN	SPECIAL EDUCATION
84	07/16/2024	25000496	ATKINS HOLLMAN JONES PEACOCK	\$ 85,000	Legal Services	NO BID PROFESSIONAL SERVICE SECTION 2254.204 GOVERNMENT CODE	199-41-6211-00-935-99-	CYNTHIA RAMIREZ	HUMAN RESOURCES
85	07/22/2024	25000945	SEVERIN INTERMEDIATE HOLDINGS, LLC	\$ 83,737	POWER SCHOOL SMARTFIND AND TALENT ED	TIPS 210101	199-41-6248-30-935-99-	CYNTHIA RAMIREZ	HUMAN RESOURCES
86	07/09/2024	25000138	ATLANTIC BEVERAGE COMPANY LLC	\$ 83,610	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
87	07/31/2024	25001488	FLINN SCIENTIFIC INC	\$ 82,802	SCHOOL EQUIPMENT, TEACHING AIDS, AND SUPPLIES	BUYBOARD 653-21	199-11-6397-99-047-11-	FERNANDA CASTANED	ECTOR MIDDLE SCHOOL
88	07/11/2024	25000287	SIEMENS INDUSTRY INC	\$ 82,359	INSTURSION ALARM MON/ JULY24 TO AUG25	SOURCEWELL CONTRACT 031517-SIE	199-51-6259-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
89	07/18/2024	25000896	FRONTLINE TECHNOLOGIES GROUP LLC	\$ 79,875	STUDENT ANALYTICS LAB SUBSCRIPTION 2024-2025	ALLIED STATES 24-7490	199-31-6248-00-852-99-	ELSA ENRIQUEZ	ASSMT, RESEARCH, PRGM REV

## ECISD New Purchase Orders Over \$50,000 Report for July 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
90	07/23/2024	25001076	CDW-G	\$ 79,200	SPLUNK 1YR RENEWAL 24-25	SOURCEWELL 121923-ECTOR COUNTY ISD	199-53-6299-38-864-99-	MARTHA ALMAGUER	INFORMATION TECHNOLOGY
91	07/19/2024	25000926	FRONTLINE TECHNOLOGIES GROUP LLC	\$ 73,251	24-25 GETHELP-TIPWEB RENEWAL	ALLIED STATES 24-7490	199-53-6248-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
92	07/10/2024	25000277	CYBERSOFT TECHNOLOGIES INC	\$ 71,650	FOOD SERVICE INVENTORY SOFTWARE SUBSCRIPTION	BUYBOARD 598-19	240-35-6394-00-974-99-	MARGARITA CORRAL	SCHOOL NUTRITION
93	07/09/2024	25000123	DAXWELL	\$ 71,620	PAPER AND PLASTIC ITEMS	ECISD AWARDED 24-20SN	240-35-6342-02-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
94	07/23/2024	25001065	SEESAW LEARNING	\$ 71,172	SEESAW LEARNING PLATFORM RENEWAL 24-25	TIPS 220802	199-11-6394-38-864-11-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
95	07/18/2024	25000849	LEASE SERVICING CENTER INC	\$ 71,000	PRINT SHOP COPIERS - SCHEDULE 1	SOURCEWELL 011620-NCL	199-71-6512-00-999-99-	KIMBERLY BYERS	FINANCE
96	07/09/2024	25000137	PADRINO FOODS	\$ 68,660	DRY, REFRIDGERATED & FROZEN ITEMS	ECISD AWARDED 24-17SN	240-35-6341-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
97	07/30/2024	25001397	CALAMP WIRELESS NETWORKS CORPORATION	\$ 65,520	RENTAL OF GPS/ROUTING EQUIPMENT & SOFTWARE FOR BUSES JULY 2024 - JUNE 2025	SOURCEWELL COOP 020221-CAW	199-71-6512-00-986-99-	KIMBERLY BYERS	TRANSPORTATION
98	07/16/2024	25000643	PATHWAYZ COMMUNICATIONS INC	\$ 64,800	PRI Services -2024-2025	TIPS 230105	199-51-6259-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
99	07/23/2024	25001036	GRANDE COMMUNICATIONS	\$ 60,000	24-25 DISTRICT INTERNET -8901-0802481/04239	TIPS 230105	199-51-6259-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
100	07/08/2024	25000067	BROADWAY MOTOR INC	\$ 60,000	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS	ALLIED STATES 21-7389	199-34-6319-04-986-99-	DANA HENRY	TRANSPORTATION
101	07/10/2024	25000234	COSTA THERAPY INSTITUTE LLC	\$ 60,000	RS/SPED/CONTRACT COSTA THERAPY	ECISD AWARDED 24-29	199-11-6219-00-871-23-	ROMI SCOWN	SPECIAL EDUCATION <b>320</b>
102	07/15/2024	25000344	CDW-G	\$ 59,400	2024-25 DIGITAL INSIGHT RENEWAL	SOURCEWELL 121923-ECTOR COUNTY ISD	199-53-6248-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
103	07/10/2024	25000229	IMPERIAL BAG & PAPER LLC	\$ 59,330	JANITORIAL SUPPLIES, GENERAL LINE	BUYBOARD 649-21	199-51-6315-00-960-99-	ROBERT PEUGH	CUSTODIAL OPERATIONS
104	07/10/2024	25000272	BIG BEND TELECOM LTD	\$ 57,492	DISASTER RECOVERY OFFSITE HOSTING PROJECT STORAGE RENTAL FACILITY	ECISD AWARDED 23-31	199-53-6299-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
105	07/16/2024	25000618	VERIZON WIRELESS SERVICES LLC	\$ 56,680	24-25 STUDENT MIFI SERV-ACCT#842356952	TEXAS DIR DIR-TEX-AN-NG-CTSA-010	199-53-6299-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
106	07/18/2024	25000750	EDUCATION ADVANCED INC.	\$ 56,678	TESTHOUND SUBSCRIPTION 2024-2025	BUYBOARD 661-22	199-31-6248-00-852-99-	ELSA ENRIQUEZ	ASSMT, RESEARCH, PRGM REV
107	07/11/2024	25000330	ALLIANCE ABROAD GROUP	\$ 55,000	TEACHER FULFILLMENT PROGRAM 2024-2025 LONGTERM PP	ECISD AWARDED 21-12	199-41-6499-10-935-99-	CYNTHIA RAMIREZ	HUMAN RESOURCES
108	07/16/2024	25000588	CITY OF ODESSA	\$ 54,520	Teen Court Services for 24-25	SOLE SOURCE TEC 44.031 j-k	199-32-6299-03-856-99-	LETICIA BERNAL	STUDENT ASSISTANCE SERVICES
109	07/22/2024	25000934	REGION 18 EDUCATION SERVICE CENTER	\$ 54,294	TEKS BANK RENEWAL 24-25	REGION 18 ESC TL-05-TEKS RS	199-11-6239-38-864-11-	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
110	07/10/2024	25000226	IMPERIAL BAG & PAPER LLC	\$ 53,892	JANITORIAL SUPPLIES, GENERAL LINE	BUYBOARD 649-21	199-51-6315-00-960-99-	ROBERT PEUGH	CUSTODIAL OPERATIONS
111	07/08/2024	25000057	POLLOCK INVESTMENTS INC	\$ 53,762	PAPER AND PLASTIC ITEMS	ECISD AWARDED 24-20SN	240-35-6342-02-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
112	07/23/2024	25001088	LEXIA LEARNING SYSTEMS LLC	\$ 51,987	POWERUP LITERACY-GR. 6-12	BUYBOARD 653-21	199-11-6248-00-851-24-	SHEILA PRUITT	CURRICULUM & INSTRUCTION
113	07/23/2024	25001000	806 TECHNOLOGIES INC.	\$ 51,150	24-25 TITLE 1 CRATE/PLAN 4 LEARNING RENEWAL	BUYBOARD 661-22	199-53-6248-38-864-99-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY

## ECISD New Purchase Orders Over \$50,000 Report for July 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
114	07/15/2024	25000434	VESTIS GROUP INC	\$ 50,000	FOOD SERVICE APPAREL-FACILITY RENTAL SERVICE FOR TOWEL, APPAREL, AMD COMMERCIAL FLOOR MATS	RENEWAL ECISD AWARDED 22-25SN	240-35-6299-00-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION
115	07/09/2024	25000154	ALL ABOARD AMERICA!	\$ 50,000	Charter Services	24-20SN	199-36-6412-00-905-91-	DORA CRUZ	ATHLETICS
116	07/15/2024	25000355	LABATT FOOD SERVICE	\$ 50,000	WTX FOOD SERVICE COOP BID "NON-FOOD" SY24-25	WEST TEXAS FOOD SERVICE COOP APPROVED VENDOR	240-35-6342-02-974-99-	RUTH BALTAZAR	SCHOOL NUTRITION



## **Quarterly Donations Informational Report**

Donations received in the previous quarter are noted on the following page(s).

As per Board Policy CDC (local), the Superintendent or designee has the authority to accept gifts under \$10,000 on behalf of the district. Any donations over \$10,000 is presented to the board monthly for approval.

**TO:** Board of Trustees  
Ector County ISD

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

**SUBJECT:** Acknowledgement of Donations  
April through June 2024

**DATE:** August 20, 2024



\$ 4,869,001.73

Donor	Donation Description	Campus/Dept Name		Org #	Value	Total
Karl's water store	water/ice for graduation	Odessa	High School	002	\$ 924.00	
Energy Fabrication	student council state trip	Odessa	High School	002	\$ 350.00	
Daphne Vulqescusa	teacher appreciation	Odessa	High School	002	\$ 150.00	
The Chill Zone	teacher appreciation	Odessa	High School	002	\$ 125.00	
Pepeden's Mariscos	teacher appreciation	Odessa	High School	002	\$ 125.00	
Prosperity Bank	student council state trip	Odessa	High School	002	\$ 100.00	
Odessa Bible Church	student council state trip	Odessa	High School	002	\$ 100.00	
Amando Lopez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Tacho Rodriguez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Armando Lopez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Armando Lopez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Armando Lopez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Faustino Hernandez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Tacho Rodriguez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Armando Lopez	Bronco Polo	Odessa	High School	002	\$ 50.00	
Jesse Duran	Cotton Candy-teacher appreciation	Odessa	High School	002	\$ 50.00	
Fever united Soccer Club	teacher appreciation	Odessa	High School	002	\$ 50.00	
Ledin Marquez	teacher appreciation	Odessa	High School	002	\$ 50.00	
My Maria Mexican Americ	Loteria	Odessa	High School	002	\$ 22.66	
		<b>Odessa</b>	<b>High School</b>	<b>002</b>		<b>\$ 2,446.66</b>
PHS Softball Boosters	storage unit	Permian	High School	003	\$ 4,000.00	
VFW	ROTC drill meet funding	Permian	High School	003	\$ 1,700.00	
Chick Fil a	Autism Rocks	Permian	High School	003	\$ 500.00	
Graves Union Steel	yearbook	Permian	High School	003	\$ 250.00	
American legion	ROTC drill meet funding	Permian	High School	003	\$ 250.00	
Jerry Lacy	year book	Permian	High School	003	\$ 200.00	
HEB	HEB plastic bag challenge	Permian	High School	003	\$ 150.00	
Waylon & Kayla Lacy	yearbook	Permian	High School	003	\$ 100.00	
Oilfield Trucking & Svcs	yearbook	Permian	High School	003	\$ 100.00	
Mambia	yearbook	Permian	High School	003	\$ 50.00	
La Burreria	yearbook	Permian	High School	003	\$ 50.00	
		<b>Permian</b>	<b>High School</b>	<b>003</b>		<b>\$ 7,350.00</b>
Cassandra Jimenez	project graduation	STEM	Academy	009	\$ 160.00	
Monica Elizondo	project graduation	STEM	Academy	009	\$ 150.00	
Jonathan Lemons	project graduation	STEM	Academy	009	\$ 150.00	
Mark Perkins	prom	STEM	Academy	009	\$ 50.00	
		<b>STEM</b>	<b>Academy</b>	<b>009</b>		<b>\$ 510.00</b>
Sewell Ford	Promo ACADEC	George HW Bush	New Tech Odessa	011	\$ 1,000.00	
Yuksel Kocak	donation	George HW Bush	New Tech Odessa	011	\$ 664.00	
Lions Club	Senior celebration	George HW Bush	New Tech Odessa	011	\$ 500.00	
Kona Ice	ice	George HW Bush	New Tech Odessa	011	\$ 68.00	
		<b>George HW Bush</b>	<b>New Tech Odessa</b>	<b>011</b>		<b>\$ 2,232.00</b>
Grow Odessa	land	CTE HS	New High School	015	\$ 2,843,000.00	
		<b>CTE HS</b>	<b>New High School</b>	<b>015</b>		<b>\$ 2,843,000.00</b>
Homemade wines	teacher appreciation	Alamo	Elementary School	101	\$ 200.00	
Cork & Pig	teacher appreciation	Alamo	Elementary School	101	\$ 100.00	
McJacks General Store	teacher appreciation	Alamo	Elementary School	101	\$ 60.00	
Kirby's Koset	teacher appreciation	Alamo	Elementary School	101	\$ 50.00	
		<b>Alamo</b>	<b>Elementary School</b>	<b>101</b>		<b>\$ 410.00</b>
Providence Home Lending	staff luncheon	Austin	Elementary School	102	\$ 564.89	
Snelson gas	teacher appreciation	Austin	Elementary School	102	\$ 216.28	
The Window Source	teacher appreciation	Austin	Elementary School	102	\$ 173.88	
Stephanie Campos	teacher appreciation	Austin	Elementary School	102	\$ 100.00	
Stephanie Campos	teacher appreciation	Austin	Elementary School	102	\$ 55.00	
		<b>Austin</b>	<b>Elementary School</b>	<b>102</b>		<b>\$ 1,110.05</b>
Walmart	staff appreciation	San Jacinto	Elementary School	121	\$ 100.00	
		<b>San Jacinto</b>	<b>Elementary School</b>	<b>121</b>		<b>\$ 100.00</b>

**TO:** Board of Trustees  
Ector County ISD

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

**SUBJECT:** Acknowledgement of Donations  
April through June 2024

**DATE:** August 20, 2024



\$ 4,869,001.73

Donor	Donation Description	Campus/Dept Name		Org #	Value	Total
JSA Architect	school improvement	Zavala	Elementary School	123	\$ 4,000.00	
PTA	laminator	Zavala	Elementary School	123	\$ 2,024.00	
First Basin	teacher appreciation	Zavala	Elementary School	123	\$ 1,800.00	
Sondra Eoff	teacher appreciation	Zavala	Elementary School	123	\$ 1,800.00	
JSA Architect	teacher appreciation	Zavala	Elementary School	123	\$ 1,600.00	
Glasheen Valles	teacher appreciation	Zavala	Elementary School	123	\$ 1,000.00	
PTA	teacher appreciation	Zavala	Elementary School	123	\$ 700.00	
		<b>Zavala</b>	<b>Elementary School</b>	<b>123</b>		\$ 12,924.00
Atmos Energy	graphic moral	Johnson	Elementary School	128	\$ 3,400.00	
Sams/Walmart	play area upgrades	Johnson	Elementary School	128	\$ 2,000.00	
		<b>Johnson</b>	<b>Elementary School</b>	<b>128</b>		\$ 5,400.00
Pepsi	field day drinks	Cavazos	Elementary School	130	\$ 1,926.02	
		<b>Cavazos</b>	<b>Elementary School</b>	<b>130</b>		\$ 1,926.02
H2 Services	bikes for perfect attendance	Downing	Elementary School	131	\$ 440.00	
PTO	bikes for perfect attendance	Downing	Elementary School	131	\$ 78.00	
		<b>Downing</b>	<b>Elementary School</b>	<b>131</b>		\$ 518.00
Junior Leage	TPRS students	Teen Parent	Department	690	\$ 2,500.00	
Education Foundation	Director of STEAM Initiatives 1/4 salary	Development	Department	705	\$ 27,775.00	
Education Foundation	Aide Inspiration Station 1/4 part time salary	Development	Department	705	\$ 4,000.00	
PB Workforce Development	Lakeshore kits	Daycare	Department	811	\$ 4,320.00	
PB Workforce Development	recognition award	Daycare	Department	811	\$ 500.00	
Conoco Phillips	Outdoor learning area	TLC	Department	871	\$ 15,000.00	
Peggy Mattherly	Awards banquet, bench	TLC	Department	871	\$ 600.00	
DiamondBack Energy	GT activities	Advanced Academics	Department	881	\$ 13,500.00	
Sewell Ford	GT activities	Advanced Academics	Department	881	\$ 5,000.00	
PSP	Holdsworth Leadership	Leadership	Department	889	\$ 1,700,557.00	
Education Partnership of t	Oil & Gas CTE equip	CTE	Department	891	\$ 75,000.00	
Education Foundation	Skyop program implementation	CTE	Department	891	\$ 100,000.00	
Jose Miranda	generic donation	Communications	Department	901	\$ 800.00	
PHS Football Boosters	turf field balance	Athletics	Department	905	\$ 41,523.00	
		<b>Total Departments</b>				\$ 1,991,075.00

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 JULY 2024

DATE: 7/31/2024

**Elementary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

**Secondary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
SEBASTIAN NUNEZ	BAND DIRECTOR	BOWIE MIDDLE SCHOOL	
FLOR LEYVA	ASST BAND DIRECTOR	ECTOR MIDDLE SCHOOL	7/8/2024
INDRA AGUIRE SANKAR	HEAD ORCHESTRA	ECTOR MIDDLE SCHOOL	7/18/2024
BENJAMIN GRIFFIN	ASST BAND DIRECTOR	ECTOR MIDDLE SCHOOL	7/8/2024
CALEB MARTIN	ASST BAND DIRECTOR	WILSON & YOUNG MIDLSE SCHOOL	7/8/2024
COREY FAIR	ASST BAND DIRECTOR	ODESSA HIGH SCHOOL	7/8/2024
ADELLE MALDONADO PEREZ	CURRICULUM & INSTRUCTION	CURRICULUM & INSTRUCTION	7/10/2024
CRAIG GRANSBERY	JROTC	ODESSA HIGH SCHOOL	7/8/2024

**Administrative Level Recommendations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MAGDALENA AGUILAR	EXECUTIVE DIRECTOR LEADERSHIP	SCHOOL LEADERSHIP	7/19/2024
MARICIA ALLEMAN	DIRECTOR, DIST DATA ANALYTICS	ASSMT, RESEARCH, PRGM REV	7/8/2024
CARMEN CASTRO-TORIANO	DIRECTOR, RDSPD	REGIONAL DEAF SCHOOL	7/8/2024
ERIK HARTMAN	COORDINATOR/HEAD FOOTBALL COAC	ODESSA HIGH SCHOOL	7/8/2024
HECTOR LIMON	PRINCIPAL, HS	ODESSA HIGH SCHOOL	7/8/2024
JASHON POGUE	SPCLST-COMMUNICATION	COMMUNICATIONS	7/15/2024
SHAWN ROUTH	DIRECTOR, GUIDANCE & COUNSELING	GUIDANCE & COUNSELING	7/8/2024
ROBERTO TREJO	EXECUTIVE DIRECTOR ACCOUNTABIL	ASSMT, RESEARCH, PRGM REV	7/8/2024
JOSIE MATA	ASSISTANT PRINCIPAL	ODESSA HIGH SCHOOL	7/8/2024

AMELIA SALAZAR	COUNSELOR	ECTOR MIDDLE SCHOOL	7/8/2024
WELTON BLAYLOCK	ASSISTANT PRINCIPAL	ODESSA HIGH SCHOOL	7/8/2024
KARL BOLAND	COUNSELOR	PERMAIN HIGH SCHOOL	7/8/2024
ARIANA FLORES	ATHLETIC TRAINER	PERMAIN HIGH SCHOOL	7/22/2024
STEVEN PARKER	ASSISTANT PRINCIPAL	ALTERNATIVE CENTER	7/25/2024
GREGORY LLANEZ	ADMIN INTERN	CROCKETT	7/22/2024
ELSA CABALLERO	COUNSELOR	AUSTIN ELEMENTARY SCHOO	7/29/2024
AMANDA SIERRA	PRINCIPAL INTERN	WEST ELEMENTARY SCHOOL	7/22/2024
HEATHER MORGAN DOWDS	ADMIN INTERN	WILSON & YOUNG MIDLSE SCHOOL	7/23/2024
VICTOR MELENDEZ	COUNSELOR	ECTOR MIDDLE SCHOOL	7/8/2024
ISELA VALENZUELA	COUNSELOR	WILSON & YOUNG MIDLSE SCHOOL	7/8/2024
ASHLEY WILLIAMS	ADMIN INTERN	NIMITZ MIDDLE SCHOOL	7/22/2024
CHRISTOPHER THOMAS	ASSISTANT PRINCIPAL	JOHNSON ELEM SCHOOL	7/25/2024
PERLA ALMARAZ-MARTINEZ	VIRTUAL SCHOOL PSYCHOLOGIST	SPECIAL EDUCATION	7/24/2024
DIANA ESCAMILLA	VIRTUAL SCHOOL PSYCHOLOGIST	SPECIAL EDUCATION	7/29/2024
SUSAN TREVINO	LSSP-INTERN	SPECIAL EDUCATION	7/24/2024
MARIA CACERES MARTINEZ	DIAGNOSTICIAN	SPECIAL EDUCATION	7/24/2024
MAKAYLA COOPER	DIAGNOSTICIAN	SPECIAL EDUCATION	7/24/2024
STACY MONTALVO	VIRTUAL DIAGNOSTICIAN	SPECIAL EDUCATION	7/30/2024
MILLARD HUMBLE	VIRTUAL SCHOOL PSYCHOLOGIST	SPECIAL EDUCATION	7/24/2024

### Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

### Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

### Administrative Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
AUDRIE LUJAN	RECRUITING SPECIALIST	HUMAN RESOURCES	7/15/2024
MELISSA SKINNER	EXECUTIVE DIRECTOR LEADERSHIP	SCHOOL LEADERSHIP	7/15/2024
MICHAEL SKINNER	PRINCIPAL, ELEM	AUSTIN ELEMENTARY SCHOO	7/31/2024