

Agenda of Regular Meeting

The Board of Trustees San Elizario ISD

A Regular Meeting of the Board of Trustees of San Elizario ISD will be held September 8, 2021, beginning at 5:30 PM SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference and teleconference. At least a quorum of the board will be participating by videoconference in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Public comments may be submitted to chcuevas@seisd.net at any time prior to the board meeting time.

A Board packet can be found at [San Elizario ISD Public View - BoardBook Premier](#)

Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Public comments may be submitted to chcuevas@seisd.net at any time prior to the board meeting time.

The open portions of this meeting will be recorded and made available to the public upon request.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **GENERAL FUNCTIONS**

Mrs. Sandra Licon, Board President

- A. Call Meeting to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. **San Elizario ISD Mission Statement**

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district.

Mrs. Sandra Licon, Board President

2. **OPEN FORUM** (five minute limit) 5

3. **DISTRICT RECOGNITIONS**

- A. Resolution from El Paso County celebrating the 85th year of Alarcon Elementary School 6

Ms. Leticia De Santos, Principal

4. **EXECUTIVE SESSION**

The Board will enter into a closed meeting to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

- A. Discussion regarding Superintendent's employment contract and evaluation instrument of Superintendent's evaluation
Board of Trustees and Dr. Jeannie Meza-Chavez, Superintendent
- B. Consult legal counsel regarding SEISD's property lease to La Organizacion Progresiva de San Elizario and discussion regarding terms and conditions under possible new lease agreement
Mrs. Priscilla de Mata, Legal Counsel

5. **THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION**

- A. Discussion and possible action to approve evaluation instrument for Superintendent's annual evaluation
Board of Trustees and Dr. Jeannie Meza-Chavez, Superintendent
- B. Consider and possible Board Action to renew SEISD's property lease to Organizacion Progresiva of San Elizario under new lease agreement.
Mrs. Priscilla de Mata, Legal Counsel

6. **NEW BUSINESS / BOARD ACTION ITEMS**

- A. Public Hearing on Proposed Tax Rate for Fiscal year 2021 - 2022 7
Mr. Norberto Rivas, Chief Financial Officer
- B. Consider and possible Board action on Adoption of Resolution Setting Tax Rate for the 2021 - 2022 School Year 16
Mr. Norberto Rivas, Chief Financial Officer
- C. Discussion and presentation update on the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding 18
Mr. Norberto Rivas, Chief Financial Officer
 - 1. Special Report - Classroom Supplies Allocations by School 27
Dr. Rogelio Segovia, Associate Superintendent
- D. Texas Open Meetings Act Further Guidance 35
Mrs. Priscilla de Mata, Legal Counsel and Mr. Horacio Hernandez, Technology Director

7. **PRESENTATION / REPORTS / INFORMATION**

- A. Summary of 2021 TELPAS Scores (Information) 39
Ms. Lisa Renegar, Research and Evaluation Administrator
- B. CTE Surplus Vehicles (Information) 43
Ms. Sandra Sanchez, CTE Coordinator
- C. Board Training (Information)
Dr. Jeannie Meza-Chavez, Superintendent
 - 1. MASBA Convention - September 9-12, 2021 in San Antonio, TX 44
 - 2. TASA / TASB Convention - September 24-26, 2021 in Dallas, TX 54
 - 3. Local District Orientation held on August 24, 2021, for new Board Trustees 61
 - 4. Orientation to the Texas Education Code and Evaluating and Improving Student Outcomes (EISO) for New Board Members September 18, 2021 162
 - 5. Crucial Conversations: Tools For Talking When Stakes Are High (Information)
 - a. Training October 16, 2021, beginning at 8:00 a.m. in the Board Room

| | | |
|----|--|-----|
| b. | Suggested Reading Timeline | 163 |
| D. | Letter of Support for Los Portales Museum (Information) Dr. Jeannie Meza-Chavez, Superintendent | 164 |
| E. | Purple Star Campus Designation Awardees SY 2021 - 2022 (Information) Dr. Jeannie Meza-Chavez, Superintendent | 165 |
| F. | Fresh Fruit and Vegetable Program Award Letter 2021 - 2022 (Information) Mr. Raul Jacques, Child Nutrition Services Director | 175 |
| G. | Curbside Meal Service Update (Information) Mr. Raul Jacques, Child Nutrition Services Director | 177 |
| 8. | CONSENT AGENDA - Consider and possible Board action on | |
| A. | Financial Reports Mr. Norberto Rivas, Chief Financial Officer | |
| 1. | Tax Report | 178 |
| 2. | Financial Statements | 180 |
| 3. | Investment Report | 186 |
| 4. | Budget Amendment | 198 |
| 5. | Purchase Orders exceeding \$25,000.00 | 201 |
| | PO# 42937 - Dell Marketing L.P. - \$209,685.00 | |
| | PO# 42938 - Apple Computer Inc - \$62,300.00 | |
| | PO# 42939 - ProComputing Corporation - \$26,855.28 | |
| | PO# 42955 - Shelby Distributions - \$47,495.00 | |
| | PO# 42956 - Shelby Distributions - \$33,925.00 | |
| | PO# 42957 - Shelby Distributions - \$54,280.00 | |
| | PO# 42958 - Shelby Distributions - \$67,850.00 | |
| | PO# 42979 - Dell Marketing L.P. - \$121,000.00 | |
| | PO# 42980 - Dell Marketing L.P. - \$259,700.00 | |
| B. | Acceptance of certified values as certified by the Chief Appraiser on July 23, 2021 Mr. Norberto Rivas, Chief Financial Officer | 223 |
| C. | Consider and possible Board action to approve request for competitive sealed proposals for risk management insurance provider (RFP#22-1093) and approval of purchase order # 42940 Mr. Norberto Rivas, Chief Financial Officer | |
| D. | Consider and possible Board action to approve Commitment to the Future-Ready Superintendent's Leadership Network for the 2021 - 2022 school year and Amendment of the General Fund Budget Dr. Jeannie Meza-Chavez, Superintendent | 229 |
| E. | Revisions to Student Outcome Goals 1 and 2 Ms. Lisa Renegar, Research and Evaluation Administrator | 276 |
| F. | Progress Monitoring - Overall Goal 2 Progress Monitoring Ms. Lisa Renegar, Research and Evaluation Administrator | 283 |
| G. | Miscellaneous Pay Rate Addition - Diagnostician Contracted Services Mrs. Blanca Cruz, Human Resources Director | 285 |
| H. | Resolution of the Board Regarding Extended Sick Leave During Epidemic Mrs. Blanca Cruz, Human Resources Director | 286 |
| I. | Establishment and Operation of El Paso County JJAEP - Chapter 37 of the Texas Education Code Dr. Rogelio Segovia, Associate Superintendent | 289 |

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|--|-----|
| J. San Elizario ISD and El Paso Community College Dual Credit Partnership Agreement Dr. Rogelio Segovia, Associate Superintendent | 304 |
| K. El Paso Electric - Aerial Easement Agreement Mr. Jesus Martinez, Support Services Director | 314 |
| L. Regional Day School Program for the Deaf Interlocal Multiple Representation Ms. Amanda Sanchez, Special Education Director | 318 |
| M. Virtual Homebound Services for Medically Fragile Students Ms. Amanda Sanchez, Special Education Director | 321 |
| N. Innovative Course - PLTW Engineering Essentials Ms. Sandra Sanchez, CTE Coordinator | 325 |
| O. Labster Software Services Agreement Ms. Sandra Sanchez, CTE Coordinator | 326 |
| P. Consider approval of minutes for the following: Board of Trustees | |
| 1. August 11, 2021 - Regular Board Meeting | 346 |
| Q. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to Administrative discretion and by any reasonable means. | |
| 1. Support Services Department Mr. Jesus Martinez, Support Services Director | 352 |
| 9. NEXT MEETING DATE: Special Board Meeting: September 15, 2021, at 5:30 p.m. Regular Board Meeting: October 13, 2021, at 5:30 p.m. | |
| 10. ADJOURNMENT | |

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hours, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

| | |
|---------|---|
| 551-071 | Private consultation with the board's attorney. |
| 551-072 | Discussing purchases, exchange, leases, or value of real property. |
| 551-073 | Discussing negotiated contracts for prospective gifts or donations. |
| 551-074 | Discussing personnel or to hear complaints against personnel |
| 551-076 | Deliberation regarding security devices |
| 551-082 | Considering discipline of a public school child, or complaint or charge against personnel |
| 551-083 | Considering the standards, guidelines, terms or conditions the board will follow, or will instruct its representative to follow, in consultation with representatives of employee groups. |
| 551-084 | Excluding witnesses from a hearing. |

Should any final action, decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

OPEN FORUM PROCEDURES

The following should be read by the Board President at the beginning of open forum, before any speakers take the podium:

At regular meetings, the Board of Trustees will allow Open Forum to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

1. Each participant will be limited to five minutes to make comments to the Board.
2. **The Board shall not allow negative comments in public session about individual employees or students.**
3. Speakers shall limit comments to issues that can be presented in a public forum. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels. **Employees or members of the public are reminded that they must follow and exhaust all administrative remedies prior to presenting complaints about a student matter or district personnel to the Board.** The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy.
4. The Board does not respond directly to comments nor answer questions asked by speakers. Texas law does not allow the Board to discuss or take action on any issue that has not been posted on the meeting agenda. Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any issue that is not included on the agenda posted with the notice of the meeting.



EL PASO COUNTY
STATE OF TEXAS



RESOLUTION

WHEREAS, Lorenzo G. Alarcon Elementary has been a part of the El Paso County history since 1936 when the first students enrolled in the first public school in the San Elizario Community; and,

WHEREAS, L.G. Alarcon Elementary opened on November 6, 1936, and continues to serve the children of San Elizario to this day. The construction of L.G. Alarcon's first of six buildings began in 1936 and signaled the beginning of San Elizario Independent School District's role as a major educational provider for the children of San Elizario; and,

WHEREAS, over the next eight decades L.G. Alarcon Elementary with the San Elizario Independent School District has upheld the motto of Lorenzo G. Alarcon, first teacher and Superintendent of San Elizario Independent School District for 44 years, that "Education is the most important and best inheritance I can leave you"; and,

WHEREAS, since its opening in 1936, L.G. Alarcon Elementary with the San Elizario Independent School District has served the needs of not only the children and their families but the El Paso County residents. Its collaboration with the San Elizario and El Paso community continues to be an invaluable resource for El Paso County; and,

WHEREAS, as L.G. Alarcon Elementary continues to provide highly qualified instructors and cutting-edge education to the children of San Elizario, the El Paso County wants to thank L.G. Alarcon's staff for their support and wishes the best of luck as it begins their 85th School Year.

***NOW, THEREFORE, BE IT RESOLVED,** that the El Paso County Judge and Commissioners Court do hereby declare and commemorate the 85th Anniversary of L.G. ALARCON ELEMENTARY on August 30, 2021, to be known as:*

"Lorenzo G. Alarcon Elementary 85th Anniversary Day"

SIGNED, this 30th day of August 2021

Commissioner Carlos Leon, Pct. 1

Commissioner David C. Stout, Pct. 2

Commissioner Iliana Holguin, Pct. 3

Commissioner Carl L. Robinson, Pct. 4

County Judge Ricardo A. Samaniego

Public Hearing on Proposed Tax Rate for Fiscal Year 2021-2022

September 8, 2021



Property Taxes

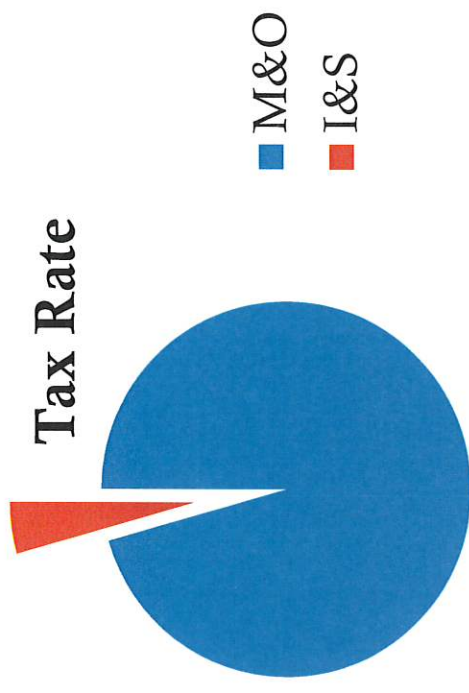
- What are property taxes?
- Property taxes are local taxes that pay for schools, streets, police, fire protection and many other services depending on the governmental entity levying the tax.

- What is the District's tax rate comprised of?

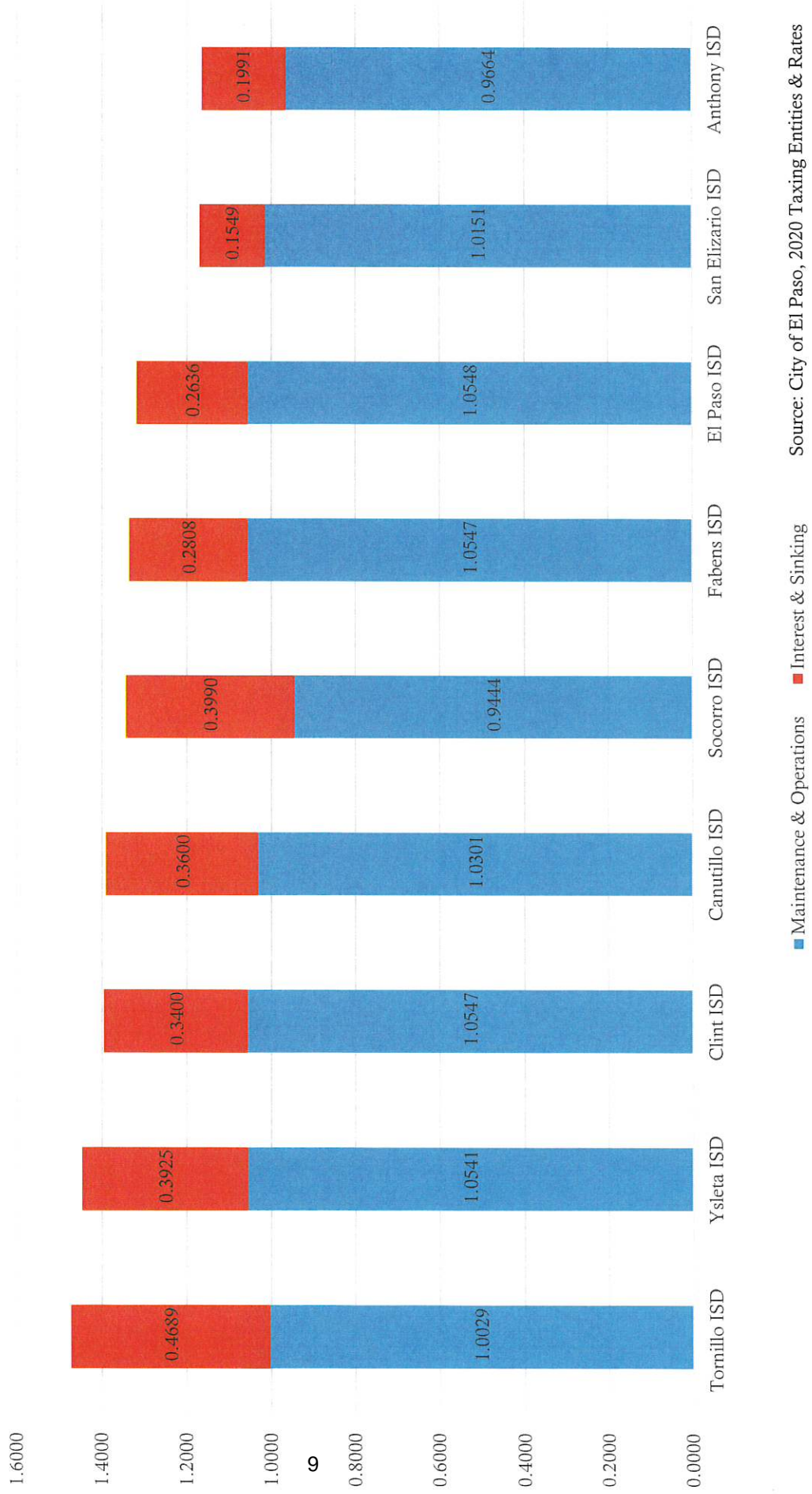
- Maintenance & Operations (M&O)
 - Teachers/Support Staff Salaries
 - Supplies, Materials, & Equipment
 - Transportation & Utilities

- Interest & Sinking (I&S)
 - Construction Projects
 - School Buildings

- Bond proposition approved on November 4, 2014

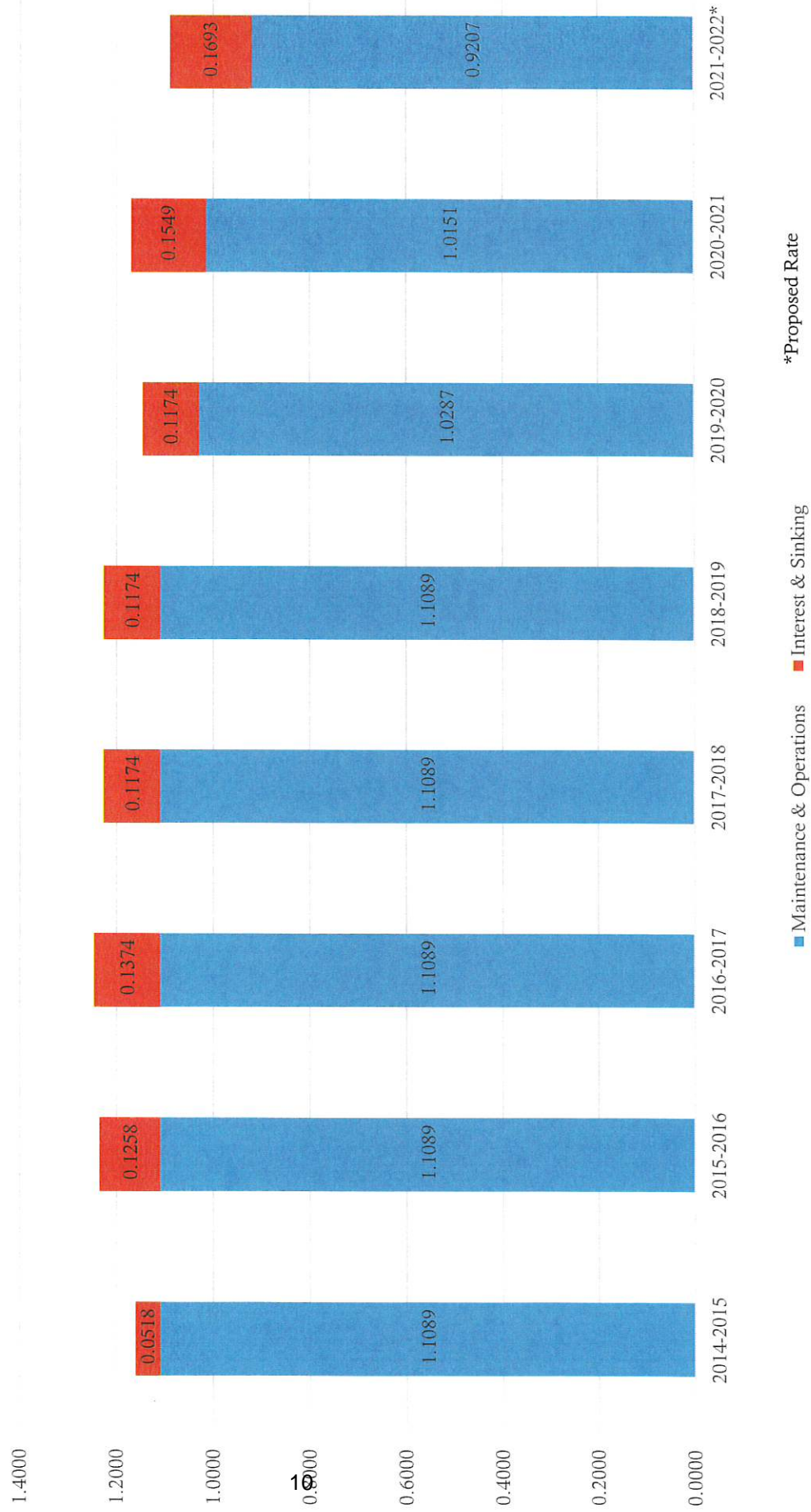


2020 Tax Rate Comparison



Source: City of El Paso, 2020 Taxing Entities & Rates

Tax Rate History



Legal Notice & Public Hearing

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The San Elizario Independent School District will hold a public meeting at 5:30 P.M. on Wednesday, June 23, 2021 in the SEISD Administrative Office, 1050 Chicken Ranch Rd., San Elizario, Texas. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed tax rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax \$0.920700/\$100 (Proposed rate for maintenance and operations)
School Debt Service Tax \$0.189300/\$100 (Proposed rate to pay bonded indebtedness)
Approved by Local Voters

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

| | | |
|-----------------------------------|--------|----------|
| Maintenance and Operations | 1.42% | Increase |
| Debt Service | 33.22% | Decrease |
| Total Expenditures | 0.72% | Decrease |

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

| | Preceding Tax Year | Current Tax Year |
|---|--------------------|------------------|
| Total appraised value* of all property | \$ 358,654,100 | \$ 447,799,875 |
| Total appraised value** of new property** | \$ 6,774,462 | \$ 5,652,219 |
| Total taxable value*** of all property | \$ 257,215,950 | \$ 313,937,751 |
| Total taxable value*** of new property** | \$ 6,728,351 | \$ 5,393,314 |

* "Appraised value" is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.01(2)(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$25,755,000
 * Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

| | Maintenance & Operations | Interest & Sinking Fund* | Total | Local Revenue Per Student | State Revenue Per Student |
|--|--------------------------|--------------------------|-------------|---------------------------|---------------------------|
| Last Year's Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service | \$ 1.015100 | \$ 0.154900* | \$ 1.170000 | \$ 968 | \$ 11,491 |
| Proposed Rate | \$ 1.549840 | \$ 0.225680* | \$ 1.775520 | \$ 1,794 | \$ 10,573 |
| *The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. | \$ 0.920700 | \$ 0.189300* | \$ 1.110000 | \$ 1,194 | \$ 10,621 |

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

| | Last Year | This Year |
|---|-------------|-------------|
| Average Market Value of Residences | \$ 80,725 | \$ 103,789 |
| Average Taxable Value of Residences | \$ 50,175 | \$ 63,418 |
| Last Year's Rate Versus Proposed Rate per \$100 Value | \$ 1.170000 | \$ 1.110000 |
| Taxes Due on Average Residence | \$ 587.05 | \$ 703.92 |
| Increase (Decrease) in Taxes | | \$ 116.87 |

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in the tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.110000. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.110000.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

| | |
|--|---------------|
| Maintenance and Operations Fund Balance(s) | \$ 10,863,774 |
| Interest & Sinking Fund Balance(s) | \$ 104,274 |

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Public Hearing on Proposed Budget and Proposed Tax Rate for 2021-2022 School Year, Special Board Meeting on 6-23-21

Notice Published in the West Texas County Courier, 6-10-21

Changes in Rates

| Description of Rate | 2020 Actual Tax Rate | 2021 Proposed Tax Rate |
|---------------------------------------|----------------------|------------------------|
| Maintenance & Operations (M&O) | \$1.0151 | \$0.9207 |
| Interest & Sinking (I&S) | \$0.1549 | \$0.1693 |
| Total Tax Rate | \$1.1700 | \$1.0900 |
| Increase (Decrease) in Total Tax Rate | | (\$.0800) |

The M&O rate is being decreased as a result of House Bill 3's tax rate compression.

The I&S rate is being increased to increase the funding allotted from the Existing Debt Allotment (EDA) program. Under the EDA program, each school district is guaranteed a specified amount per student in state funds for each cent of tax effort to pay the principal of and interest on eligible bonds. As student enrollment decreases and property values increase, the District becomes more property wealthy per student which in turn reduces state aid and requires an increase in local effort.

Types of Rates

The tax rate that would generate the same amount of revenue in the current tax year as was generated by a taxing unit's adopted tax rate in the preceding tax year from property that is in both the current tax year and the preceding tax year.

The tax rate that would generate the same amount of revenue for maintenance and operations in the current tax year as was generated by a taxing unit's maintenance and operations rate in the preceding tax year from property that is in both the current tax year and the preceding tax year.

The highest tax rate a taxing unit may adopt before requiring voter approval at an election.

| Description of Rate | Tax Rate |
|-------------------------|----------|
| No-New-Revenue Tax Rate | \$1.0072 |
| Voter-Approval Tax Rate | \$1.0900 |
| No-New-Revenue M&O Rate | \$0.8226 |
| Proposed Tax Rate | \$1.0900 |

The total proposed rate includes both the M&O and I&S rates

| Description of Rate | Tax Rate |
|--------------------------------|----------|
| Maintenance & Operations (M&O) | \$0.9207 |
| Interest & Sinking (I&S) | \$0.1693 |
| Total Proposed Tax Rate | \$1.0900 |

Impact of Tax Rate

| Impact of Tax Rate on Average Resident | Last Year | This Year |
|---|------------------|------------------|
| Average Taxable Value of Residences | \$50,173 | \$61,887 |
| Last Year's Rate Versus Proposed Rate per \$100 Value | \$1.17 | \$1.09 |
| Tax Due on Average Residence | \$587.02 | \$674.57 |
| ±Increase(Decrease) in Taxes | | \$87.54 |

Questions and Public Input





San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Consider and possible Board action on Adoption of Resolution Setting Tax Rate for the 2021-2022 School Year
Date: September 8, 2021

HISTORY: A history of the District’s tax rates is seen below:

| Fiscal Year | Maintenance & Operations | Interest & Sinking | Total |
|---------------------|--------------------------|--------------------|----------|
| 2018-2019 | \$1.1089 | \$0.1174 | \$1.2263 |
| 2019-2020 | \$1.0287 | \$0.1174 | \$1.1461 |
| 2020-2021 | \$1.0151 | \$0.1549 | \$1.1700 |
| 2021-2022(proposed) | \$0.9207 | \$0.1693 | \$1.0900 |

RATIONALE: The purpose of this agenda item is to adopt a tax rate in accordance with CCG(LEGAL). The various types of rates that need to be calculated are as follows:

- \$1.0900 - Proposed Rate
- \$0.9207 - Maintenance & Operations Rate
- \$0.1693 - Debt Rate
- \$1.0072 - No-New-Revenue Tax Rate
- \$1.0900 - Voter-Approval Tax Rate
- \$0.8226 - No-New-Revenue Maintenance & Operations Rate

BUDGET IMPACT: The District’s tax rate and collection of levy is used in the State’s funding formulas which ultimately impact the budget.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the enclosed resolution based on the proposed rate.

Please check one: For approval Report / Information only Recognition only
Even though the proposed rate is lower than last year’s adopted rate, the proposed rate is higher than the no-new-revenue tax rate and as a result CCG (LEGAL) is specifying this motion:

Motion: “I move that the property tax rate be increased by the adoption of a tax rate of \$1.09, which is effectively a 8.22% percent increase in the tax rate.”

San Elizario ISD’s mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

RESOLUTION ADOPTING TAX RATES FOR THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT FOR THE 2021-2022 SCHOOL YEAR

1. Recitals.

The School District has adopted a fiscal year commencing July 1 and ending June 30.

The School District has received the certified totals of taxable property value within the School District from the El Paso County Appraisal District.

The Board of Trustees has published the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate as required by Section 44.004, Texas Education Code, in the West Texas County Courier on June 10, 2021.

The Board of Trustees has conducted a public meeting to discuss budget and the proposed tax rate on June 23, 2021 and another public meeting on the proposed tax rate on September 8, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the San Elizario Independent School District as follows:

2. The Maintenance and Operations Tax Rate per \$100.00 of valuation of property in the School District for the school year 2021-2022 shall be \$0.9207.
3. The Interest and Sinking Tax Rate per \$100.00 of valuation of property in the School District for the school year 2021-2022 shall be \$0.1693.
4. The total tax rate per \$100.00 of valuation of property in the School District for the 2021-2022 school year shall be \$1.0900.

5. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

6. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.22% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$82.80

APPROVED AND ADOPTED on September 8, 2021.

BY:

ATTEST:

SANDRA LICON, PRESIDENT
BOARD OF TRUSTEES

MICHELLE GARCIA, SECRETARY
BOARD OF TRUSTEES

Updated Presentation for the
Coronavirus Response and Relief
Supplemental Appropriations (CRRSA) Act-
Elementary and Secondary School
Emergency Relief Fund (ESSER II)

SEPTEMBER 8, 2021



Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, ESSER II

- ▶ The intent and purpose of the CRRSA Act of 2021, ESSER II funding is to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health and academic needs of students.
 - ▶ SEISD Allocation: \$6,962,081*
 - ▶ *a portion of the allocation will be used by the State for ADA hold harmless purposes for the 2020-2021 school year
 - ▶ Grant application available on June 4, 2021
 - ▶ Grant application due date is ~~September 2, 2021~~ October 15, 2021 (revised by TEA)
 - ▶ Grant period
 - ▶ Pre-award (March 13, 2020 through application submission date)
 - ▶ Summer 2021
 - ▶ 2021-2022, including summer 2022
 - ▶ 2022-2023, including summer 2023 (carryover period)

Select FAQs from TEA Website

3

- ▶ The application contains an assurance about assuring the governing board makes no assumptions that the state will provide replacement funds for ESSER in future years. Does the board need to be made aware of this statement?
- ▶ Yes. Since the large influx of ESSER funding into LEAs can result in funding deficits when it ends, the LEA must plan for how to effectively and efficiently use the ESSER funds. It is recommended to use the ESSER grant funds for one-time or short-term types of expenditures to address the identified needs caused by the pandemic. Although long-term uses of the ESSER funds are also allowable, these types of uses may cause the LEA to not have funding to continue these activities after the ESSER period of availability ends, thus creating fiscal deficits. Also remember that federal regulations require the LEA to provide public notice of its intent to submit the application for the ESSER funds and how it will use these funds. Many LEAs provide this public notice at the local board meeting.

ESSER III & ESSER II Funding Summary

ORIGINALLY PRESENTED ON AUGUST 17TH

| # | Areas Identified | ESSER III Amount | % of Total | ESSER II Amount | % of Total |
|----|---|------------------|------------|-----------------|------------|
| 1 | Loss of learning | \$ 5,142,109 | 33% | \$ 351,750 | 5% |
| 2 | Technology integration | \$ 2,306,920 | 15% | \$ 647,250 | 9% |
| 3 | Professional development | \$ 481,525 | 3% | \$ 0 | 0% |
| 4 | Family/Community Engagement | \$ 610,731 | 4% | \$ 0 | 0% |
| 5 | Safe to return in person and continuity of services | \$ 1,365,000 | 9% | \$ 195,000 | 3% |
| 6 | Mental health and behavioral supports | \$ 809,851 | 5% | \$ 0 | 0% |
| 7 | Grant administration | \$ 3,769,711 | 24% | \$ 1,174,691 | 17% |
| 8 | Student Enrichment & Afterschool Programs | \$ 0 | 0% | \$ 284,630 | 4% |
| 9 | Resources to address needs of individual schools | \$ 175,875 | 1% | \$ 399,260 | 6% |
| 10 | Retention of employees | \$ 974,125 | 6% | \$ 3,909,500 | 56% |
| | Total | \$ 15,635,846 | 100% | \$ 6,962,081 | 100% |

Campus Funding Snapshot

5

BASED ON ORIGINAL PRESENTATION

| Allocations by Type | SEHS | GEMS | Alarcon | Borrego | Sambrano | Loya |
|---------------------------------------|---------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| <u>General Fund Allotments</u> | | | | | | |
| Basic Allotment | \$ 143,640 | \$ 58,420 | \$ 37,900 | \$ 50,000 | \$ 60,100 | \$ 19,200 |
| Special Education | 9,100 | 4,800 | 3,650 | 8,750 | 6,850 | 3,100 |
| Career & Technical Education | 170,275 | 8,480 | - | - | - | - |
| Bilingual Education | 48,675 | 42,570 | 36,630 | 47,190 | 61,380 | 20,955 |
| Gifted and Talented | 14,700 | 9,450 | 7,140 | 9,660 | 3,780 | - |
| State Compensatory Education | 226,500 | 117,500 | 90,000 | 112,750 | 134,500 | 22,250 |
| Early Education | - | - | 9,300 | 9,400 | 53,800 | 17,800 |
| Career, College, & Military Readiness | 20,000 | 5,000 | - | - | - | - |
| Total General Funds | \$ 632,890 | \$ 246,220 | \$ 184,620 | \$ 237,750 | \$ 320,410 | \$ 83,305 |
| <u>Federal Fund Allotments</u> | | | | | | |
| Title I | \$ 131,058 | \$ 19,648 | \$ 63,383 | \$ 101,304 | \$ 55,894 | \$ 7,972 |
| Title III | 15,368 | 13,804 | 12,025 | 15,206 | 13,534 | 6,956 |
| Title IV | 44,315 | 23,076 | 17,815 | 21,984 | 26,748 | 8,933 |
| Total Federal Funds | \$ 190,741 | \$ 56,528 | \$ 93,223 | \$ 138,494 | \$ 96,176 | \$ 23,861 |
| <u>ESSER Fund Allotments</u> | | | | | | |
| ESSER 3 - Group 1 | \$ 113,250 | \$ 58,750 | \$ 45,000 | \$ 56,375 | \$ 67,250 | \$ 11,125 |
| ESSER 3 - Group 3 | 11,325 | 5,875 | 4,500 | 5,638 | 6,725 | 1,113 |
| ESSER 3 - Group 4 | 11,325 | 5,875 | 4,500 | 5,638 | 6,725 | 1,113 |
| ESSER 3 - Group 6 | 28,313 | 14,688 | 11,250 | 14,094 | 16,813 | 2,781 |
| ESSER 3 - Group 9 | 56,625 | 29,375 | 22,500 | 28,188 | 33,625 | 5,563 |
| ESSER 2 - Group 1 | 56,625 | 29,375 | 22,500 | 28,188 | 33,625 | 5,563 |
| ESSER 2 - Group 8 | 35,910 | 14,605 | 9,475 | 12,500 | 15,025 | 4,800 |
| ESSER 2 - Group 9 | 71,820 | 29,210 | 18,950 | 25,000 | 30,050 | 9,600 |
| Total ESSER Funds | \$ 385,193 | \$ 187,753 | \$ 138,675 | \$ 175,619 | \$ 209,838 | \$ 41,656 |
| Total Campus Funding | \$ 1,208,824 | \$ 490,501 | \$ 416,518 | \$ 551,863 | \$ 626,424 | \$ 148,822 |
| | | | | | | \$ 3,442,951 |

Funding Mechanism

50% of GF SCE
10% of E3G1
10% of E3G1
25% of E3G1
50% of E3G1
25% of GF SCE
25% of GF BA
50% of GF BA

Grand Total

Retention Stipends

BASED ON ORIGINAL PRESENTATION

| Additional Information Regarding One-Time Stipends Being Paid in Region 19 | | | |
|--|-----------------|-------------|---|
| District | Stipend Amount* | NEW Update | Notes |
| Fabens ISD | \$ 1,000.00 | | \$500 for Part Time Employees/\$250 for Substitutes |
| Tornillo | \$ 1,000.00 | | |
| Socorro | \$ 1,000.00 | \$ 2,000.00 | The additional 2K will be funded with ESSER II/Forthcoming in the 2021-22 school year. Discussed during the July 2021 Meeting |
| El Paso | \$ 4,000.00 | | Two, \$2,000 stipends plus a \$500 paid during 2020/2021 |
| Clint | | \$ 2,000.00 | |
| Ysleta | \$ 2,000.00 | | Limited to Full Time Employees |
| *Previously approved/presented during the June 16, Budget Workshop | | | |

| SEISD | | |
|---------------------------|------|-----------|
| Fall | Year | Fund |
| \$ 2,000.00 | 2021 | ESSER II |
| \$ 2,000.00 | 2022 | ESSER II |
| \$ 2,000.00 | 2023 | ESSER III |
| ½ for Part Time Employees | | |

| SEISD | | |
|---------------------------|------|-----------------------------|
| Summer (New) | Year | Fund |
| \$ 2,000.00 | 2021 | ESSER II |
| \$ 1,000.00 | 2022 | ESSER II |
| \$ 0.00* | 2023 | *subject to remaining funds |
| ½ for Part Time Employees | | |

ESSER II Requested Revisions to Funding

7

- ▶ Decrease summer retention stipend by half, to \$1,000 (2021) and to \$500 (2022)
 - ▶ Estimated savings of \$837,750
- ▶ Create group 11, provide teachers with \$250 in supply funds for two years
 - ▶ Estimated cost of \$112,500 to cover two years
- ▶ Increase funding in the following groups
 - ▶ 1 – Loss of learning
 - ▶ Estimated cost of \$351,750 to double current group 1 campus budget for two years
 - ▶ 4 – Family/Community Engagement
 - ▶ Estimated cost of \$70,350 to fund campus budget group 4 at the same funding level of ESSER 3 group 4 for two years
 - ▶ 6 – Mental health and behavioral supports
 - ▶ Estimated cost of \$175,875 to fund campus budget group 6 at the same funding level of ESSER 3 group 6 for two years
 - ▶ 8 – Student enrichment and afterschool programs
 - ▶ Estimated cost of \$184,630 to double current group 8 campus budget for two years

ESSER II Funding Summary Original vs Revised Comparison

| # | Areas Identified | ESSER II Amount (original) | % of Total | ESSER II Amount (revised) | % of Total |
|----|---|----------------------------|------------|---------------------------|------------|
| 1 | Loss of learning | \$ 351,750 | 5% | \$ 703,500 | 10% |
| 2 | Technology integration | \$ 647,250 | 9% | \$ 647,250 | 9% |
| 3 | Professional development | \$0 | 0% | \$0 | 0% |
| 4 | Family/Community Engagement | \$0 | 0% | \$70,350 | 1% |
| 5 | Safe to return in person and continuity of services | \$ 195,000 | 3% | \$ 195,000 | 3% |
| 6 | Mental health and behavioral supports | \$ 0 | 0% | \$ 175,875 | 3% |
| 7 | Grant administration | \$ 1,174,691 | 17% | \$ 1,117,336 | 16% |
| 8 | Student Enrichment & Afterschool Programs | \$ 284,630 | 4% | \$ 469,260 | 7% |
| 9 | Resources to address needs of individual schools | \$ 399,260 | 6% | \$ 399,260 | 6% |
| 10 | Retention of employees | \$3,909,500 | 56% | \$3,071,750 | 44 |
| 11 | Teacher Supply Funds | \$0 | 0% | \$ 112,500 | 2% |
| | Total | \$6,962,081 | 100% | \$6,962,081 | 100% |

Updated Presentation for
the Coronavirus Response
and Relief Supplemental
Appropriations (CRRSA)
Act - Elementary and
Secondary School
Emergency Relief Fund
(ESSER II)

QUESTIONS AND FEEDBACK



SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

Memorandum

Date: September 8, 2021
To: San Elizario Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Dr. Rogelio Segovia, Associate Superintendent
Re: Special Report – Classroom Supplies Allocations by School

The following information answers the following questions for each campus regarding classroom supplies allocations:

- What is your total campus allocation for school supplies?
- How does the campus determine what supplies to purchase?
- How does the campus involve teachers in determining what supplies to purchase?

All campus principals have committed to allot \$200 per teacher so that they may buy any classroom supplies they may need. This is in addition to the purchase for supplies that teachers and departments have already been allotted.

The campus plans for each of the following schools will follow:

- Alarcon Elementary School
- Borrego Elementary School
- Sambrano Elementary School
- Loya Primary School
- Garcia-Enriquez Middle School
- San Elizario High School

PLANNING AND INSTRUCTION DEPARTMENT

P.O. BOX 920 San Elizario, TX 79849-0920 P: (915) 872-3900 F: (915) 872-3921 www.seisd.net

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

Alarcon Elementary

- **What is the Total Allocation for school Supplies?**

General Supplies-\$10, 087.00 remaining balance is \$4,827.97

G.T General Supplies-\$1,400 remaining balance is \$1,290.00

SPED General Supplies-\$1,500.00

Bilingual General Supplies-\$5,00.00 remaining balance is \$4459.93

P.E. General Supplies-\$1,200.00 remaining balance is \$1096.00

Music Program General Supplies-\$26,000.00 remaining balance is \$1740.00 (ESSER)

Title 1 General Supplies-\$5136.00 remaining balance is \$4590.00

Esser General Supplies-\$22,500.00

Esser III Group 1 General Supplies-\$11, 250 remaining balance is \$8, 390

Title III- \$699.60

- **How does the Campus determine what supplies to purchase?**

Leadership team meets with the different grade levels before the end of the school year and asks for input. The Instructional Specialist then follows up with an email asking teachers to email. Teachers are asked to email their wish list based by priority for the following school year.

At the beginning of the school year the teachers are asked again to submit a wish list.

Teachers also know that they can bring up needing additional resources, supplies during site-based meetings. If teachers request a specific item throughout the year, they send an email to the instructional specialist or administration.

- **How does the campus involve teachers in determining what supplies to purchase?**

Meeting with the teachers before the end of the school year to get their input. Meeting with the teachers at the beginning of the school year. Meeting with the site-based committee throughout the school year. During PLC meetings (looking at the specific needs of the students and classrooms)

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

Borrego Elementary

- **What is your total campus allocation for school supplies?**

| Account | Purpose | Balance as of 8/13/21 |
|-----------------------------------|--------------------|-----------------------|
| 199.11.6399.00.104.11 | Gen. Supplies | 2602 |
| 199.11.6399.00.104.21 (GT) | Gen Supplies | 4710 |
| 199.11.6399.00.104.23 (Sped) | Gen Supplies | 2460 |
| 199.11.6399.00.104.25 (Bilingual) | Gen Supplies | 33400 |
| 211.11.6399.00.104.30 | Gen Supplies | 79411 |
| 263.11.6399.00.104.25 | Gen Supplies | 1510 |
| 282.11.6399.01.104.30 | ESSER Gen Supplies | 2354 |
| 282.11.6399.09.104.11 | ESSER Gen Supplies | 28188 |

- **How does the campus determine what supplies to purchase?**

Our campus meets with teachers to see which resources are effective and are needed for student use. We also look at what updates the resource has put into place. An example would be Forde Ferrier Reading has now embedded writing and is no longer a stand-alone.

- **How does the campus involve teachers in determining what supplies to purchase?**

Teachers are asked which resources they would like to have, and they are ordered as funds are available. Conversations are held with members of the CIP committee and during PLC. Conversations surrounding the use of the ESSER funds were held during a meeting dated May 21st, 2021, where teachers were asked to have conversations with their grade level on needs and to submit their wish list. A follow up, Round 2, meeting was held on August 13, 2021, during our PLC meeting. Discussion included how things are going now that we are on day 10. Teachers were asked to have a conversation among their grade level and/or content team if they are departmentalized to see what additional resources are needed. They were informed that they would have \$200.00 to purchase additional resources of their choosing that target Loss of Learning. A form was given to each teacher where they will document the resource needed. I will follow up at our next PLC meeting.

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

Sambrano Elementary

- **What is your total campus allocation for school supplies?**

| Line Items | Adopted Budget | Current Balance |
|-----------------------|----------------|-----------------|
| 199.11.6399.00.103.11 | 13,050.00 | 2,049.38 |
| 199.11.6399.00.103.21 | 1680.00 | 1,680.00 |
| 199.11.6399.00.103.23 | 4,700.00 | 4,700.00 |
| 199.11.6399.00.103.25 | 16,880.00 | 16,381.00 |
| 199.11.6399.27.103.11 | 1,202.00 | 1,202.00 |
| 199.11.6399.38.103.11 | 1,200.00 | 1,200.00 |
| 211.11.6399.00.103.30 | 22,976.00 | 16,876.00 |
| 282.11.6399.01.103.30 | 16,813.00 | 13,499.00 |
| 282.11.6399.09.103.11 | 33,625.00 | 14,828.00 |
| 289.11.6399.00.103.30 | 4,000.00 | 4,000.00 |

- **How does the campus determine what supplies to purchase?**

July 28, 2021 – Faculty meeting held to let grade levels know to get together as a grade level and purchase supplies needed for instruction. These are basic supplies needed for students to support their learning in reference to the TEKS for alignment.

August 6, 2021 – Faculty meeting held to remind teachers to submit purchase order to Mrs. Mojarro, Campus Secretary, for purchase of basic supplies needed.

Week of August 9 – 13, 2021 – Mr. Seigel went to the different grade levels to remind them of submitting supplies list needed as a grade level.

August 12, 2021 – Email sent to teachers letting them know a \$200.00 allocation was being allocated to them for the purchase of any materials needed to enhance their classroom for the support of instruction.

- **How does the campus involve teachers in determining what supplies to purchase?**

July 28, 2021 – Administration instructed teachers to select a teacher representative for each grade level. The teacher representative for each grade level is to meet with the grade level and determine what basic student supplies are needed to support instruction to ensure alignment of the curriculum as evidenced through student products.

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

August 12, 2021 - Mr. Seigel sent an email letting teachers know the \$200.00 is for their own materials they may need in the classroom to support instruction. Administration instructed teachers they could use this money any way they wish ensuring materials purchased enhance their classroom environment for supporting instruction.

Every Wednesday - During PLC's, teachers are asked if they are in need of any materials they need to support instruction or initiative.

Loya Primary

- **What is your total campus allocation for school supplies?**

| Title | Account | Amount for general supplies |
|---------------------|---|-----------------------------|
| 102 Basic allotment | 199.11.6399.00.102.32 | \$8090.00 |
| Early Ed funds | 199.11.6399.00.102.36 | \$4000.00 |
| 803 SPED | 199.11.6399.00.102.33 | \$1050.00 |
| ESSER grant III | 282.11.6399.00.102.32(other than instructional resources) | \$5563.00 |
| | Total= | \$18,703.00 |

- **How does the campus determine what supplies to purchase?**

Supplies are purchased with the alignment with the CIP, district initiatives and the Pre-k guidelines to accommodate the lesson plan activities. Teachers request for materials as needed. Special requests are considered pending review under the Edgar approved vendor list.

- **How does the campus involve teachers in determining what supplies to purchase?**

Our instructional specialist, Mrs. Correa, meets with teachers frequently to determine what supplies are needed for them to implement the lesson activities for our students. During the last year, students' packets were prepared monthly for them that included their general supplies and other sensory resources.

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

Garcia-Enriquez MS

- **What is your total campus allocation for school supplies?**

| Type | Amount |
|--------------------------|-------------|
| General Fund | \$10,644.59 |
| SPED | \$775.00 |
| CATE | \$4,220.62 |
| Bilingual | \$12,815.00 |
| Title I | \$1000.00 |
| Total: | \$29,455.21 |
| Type | Amount |
| ESSER III Group 1 | \$14,688.00 |
| Total Regular and ESSER: | Amount |
| ESSER III Group 1 | \$44,143.21 |

- **How does the campus determine what supplies to purchase?**

Each teacher is able to request supplies of what is needed for students in class. They coordinate with their respective Instructional Specialist to comprise a list for each department so we can create one PO, depending on vendor. Grade level teachers determine supply list for students as well. The campus purchases items on the supply list as well to assist teachers and families.

- **How does the campus involve teachers in determining what supplies to purchase?**

In January, SBDM members asked their respective departments for wish list of supplies and resources for next year to be presented at the February SBDM. Teachers provide supply list and resources to SBDM representative. The SBDM representative creates PO with CIP information to present at SBDM

During February SBDM, PO's are presented to committee and committee reviews items presented

* ESSER process:

- Information was presented to SBDM 4/30/21 meeting to begin sharing information with respective team members
- Google Document shared on 5/17/21 with campus on wish list for
 1. Loss of instruction
 2. Technology integration
 3. Professional development
 4. Family/Community engagement
 5. Safe to return to school
 6. Mental health and behavioral supports
- Review of ESSER during Professional Learning week on 7/28/21
- Email sent out to teachers on 8/11/21 on \$200 allowance

PLANNING AND INSTRUCTION DEPARTMENT

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

San Elizario High School

- **What is your total campus allocation for school supplies?**

| Type | Amount |
|-------------------|--------------|
| General Fund | \$129,128.44 |
| SPED | \$9100.00 |
| CATE | \$162,328.27 |
| Bilingual | \$48675.00 |
| Gifted & Talented | \$14,700.00 |
| Title I | \$25000.00 |

| Type | Amount |
|-------------------|-------------|
| ESSER III Group 1 | \$28,313.00 |

| | |
|-------------------------|--------------|
| ESSER III Group 1 Total | \$164,213.00 |
|-------------------------|--------------|

- **How does the campus determine what supplies to purchase?**

The comprehensive needs assessment; re-writing of problem statements goes through the SBDM/SIT committee. Teachers are allowed to submit requests and wish lists.

- **How does the campus involve teachers in determining what supplies to purchase?**

Teachers were reminded on the procedures for purchasing –specifically on the procedures for using ESSER funds. All teachers may choose to go with the department chair OR to submit an individual request. A follow-up email was sent with the electronic forms. The timeline is fairly the same every year.

February 2021 Initiate the Allocation Process thru SBDM

May 2021 Announcement of ESSER Funds

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SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

July 2021 Return of Teachers Presentation
August 2021 Begin Processing Requests

When the ESSER funds were first announced –we had teachers assigned into focus groups.... They were given time to discuss in small groups. Then we met as a campus to report. This was the same procedure used with Leadership. We came back and turned it around on campus.

PLANNING AND INSTRUCTION DEPARTMENT

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San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: Texas Open Meetings Act Further Guidance
Date: September 8, 2021

HISTORY:

On June 30, 2021, Governor Abbott's office approved a request by the Office of the Attorney General to lift the suspensions of certain provisions of the Open Meetings Act. The suspensions were lifted at 12:01 a.m. on September 1, 2021. Thus, as of September 1, 2021, all provisions of the Open Meetings Act will be effective, and all Texas governmental bodies subject to the Open Meetings Act must conduct their meetings in full compliance with the Open Meetings Act as written in statute.

RATIONALE:

The Board of Trustees needs to decide whether board meetings should continue to be live-streamed and/or allow other Trustees and/or vendors/consultants to join future board meetings remotely using a two-way videoconferencing platform. Tex. Gov't Code § 551.001(8). The following scenarios are presented for the board's consideration:

Scenario 1: The Board of Trustees opts to return to pre-pandemic setup, which does not require live-stream nor allow Trustees and/or vendor/consultant to join via videoconferencing services during future board meetings. All Board of Trustees attend in person.

Scenario 2: The Board of Trustees allows videoconferencing for Board of Trustees and vendors/consultant attendance with the understanding that there must be four Board of Trustees present physically at the physical meeting location without live-streaming. Trustees attending virtually must do so with their video camera on and must be able to clearly speak in order to participate. The administration would need to have a minimum of a 72 hour in advance notice as it requires testing equipment and setup.

Scenario 3: If the Board of Trustees chooses to live-stream and allow videoconferencing services during future board meetings, the board room will require to be upgraded with the proper hardware and audio/video equipment to adapt to the current setup. This would require a budget amendment. In addition, the administration would need to have a minimum of a 72 hour in advance notice as it requires testing equipment and setup.

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



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Fax 915.872.3903

BUDGET:

The budget impact will depend on the chosen scenario:

Scenario 1: No budget impact

Scenario 2: No budget impact

Scenario 3: \$28,892.70 – This would require a budget amendment

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is for the Board of Trustees to guide by recommending a preferred scenario.

Please check one: For approval Report / Information only Recognition only

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Quote

*** Duplicate ***

Quote expires
August 11, 2022 12:00 am

Ticket #: 102621
Ticket date: 8/16/21
Station: 2



HB Pro Sound
6000 GATEWAY BLVD. E
EL PASO, TX 79905 USA

Sold to:

San Elizario ISD
1050 Chicken Ranch Rd
PO BOX 920
San Elizario, TX 79849-9999 USA
915-872-3935
MARIAN BLALACK

Ship to:

Customer #: 3970 Ship date: Ship-via code:
Sales Rep: 9 Location: MAIN Terms: DUE UPON RECEIPT

| Quantity | Item # | Description | Ship-from location | Price | Selling unit | Ext prc |
|----------|---------|--------------------------------------|--------------------|----------|--------------|----------|
| 2 | 99999 | DATA VIDEO PTC280W 4K CAMERA | | 1,899.00 | EACH | 3,798.00 |
| 1 | 99999 | DATA VIDEO KMX100 STUDIO | | 7,099.00 | EACH | 7,099.00 |
| 1 | 99999 | DATA VIDEO RMC180 | | 950.00 | EACH | 950.00 |
| 2 | 99999 | DATA VIDEO HBT 5 HD BASE T | | 230.00 | EACH | 460.00 |
| 2 | 99999 | DATA VIDIO HDT6 HD BASE T | | 280.00 | EACH | 560.00 |
| 1 | 99999 | DATA VIDEO HS3200 | | 7,749.00 | EACH | 7,749.00 |
| 3 | 99999 | LG 65" LED HDTV | | 850.00 | EACH | 2,550.00 |
| 2 | 99999 | CEILING MOUNT | | 249.00 | EACH | 498.00 |
| 1 | 99999 | TV WALL MOUNT | | 100.00 | EACH | 100.00 |
| 1 | 4083 | Atlona AT-UHD-CAT-8 HDBaseT HD | | 2,380.00 | EACH | 2,380.00 |
| 6 | 9871 | Atlona AT-UHD-EX-70C-RX HDMI R | | 260.00 | EACH | 1,560.00 |
| 1 | 99999 | CABLE KIT | | 600.00 | EACH | 600.00 |
| 1 | 99999 | HARDWARE KIT | | 400.00 | EACH | 400.00 |
| 1 | INSTALL | INSTALLATION | | 2,500.00 | EACH | 2,500.00 |
| 1 | 99999 | PROGRAMMING AND TRAINING | | 500.00 | EACH | 500.00 |
| 1 | 99999 | RAB Studio Work Station | | 399.00 | EACH | 399.00 |



Quote

*** Duplicate ***

Quote expires
August 11, 2022 12:00 am

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Ticket date: 8/16/21
Station: 2



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915-872-3935
MARIAN BLALACK

Ship to:

Customer #: 3970 Ship date: Ship-via code:
Sales Rep: 9 Location: MAIN Terms: DUE UPON RECEIPT

| Quantity | Item # | Description | Ship-from location | Price | Selling unit | Ext prc |
|----------|--------|-------------|--------------------|-------|--------------|---------|
|----------|--------|-------------|--------------------|-------|--------------|---------|

| | | | | | | |
|-------------------------|--|----------------------|--|----------------|--|-----------|
| Ticket Discount Percent | | | | | | -3,210.30 |
| User: 2 | | Total line items: 16 | | Sale subtotal: | | 28,892.70 |
| | | | | Tax: | | 0.00 |
| | | | | Total: | | 28,892.70 |

Total discount - You saved \$ 3,210.30

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San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar; Planning & Instruction
Subject: Summary of 2021 TELPAS Scores
Date: September 8, 2021

HISTORY:

TELPAS is a required state assessment that is administered to all EB (Emergent Bilingual) students on an annual basis. TELPAS consists of instruments that measure the domains of listening, speaking, reading, and writing. All EB students take 2 online tests in the spring semester which measure Reading and Listening/Speaking. They also produce a variety of written passages which create a writing portfolio that is rated by trained TELPAS raters. Collectively, the scores for listening, speaking, reading, and writing help us determine whether an EB student has grown from one year to another in their English language proficiency.

RATIONALE:

English language proficiency for EB students is rated as Beginner, Intermediate, Advanced, or Advanced High. The goal for an EB student is to reach Advanced High, which is the equivalent of being fluent in the English language. Once that occurs, the student may be exited from EB status and services, if services are being received.

EB students, if they are progressing as they should, will grow one level per year. For instance, we would want an Intermediate student in 2020 to become an Advanced student in 2021.

TELPAS testing and writing collections took place in the spring semester of 2021. The tables on the following page provide a summary of our 2021 TELPAS scores.

The percentages corresponding to “No Rating” indicate that those students did not come to campus to test in 2021 due to the pandemic.

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



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| Spring 2021 TELPAS--Overall Performance for All Students | |
|---|-------------|
| Total Students | 1691 |
| Lower/Same Level | 79% |
| 1 Level Higher | 20% |
| 2 Levels Higher | 1% |
| 3 Levels Higher | 0% |
| No Rating | 37% |
| Beginning | 8% |
| Intermediate | 24% |
| Advanced | 21% |
| Advanced High | 9% |

| Yearly Progress Indicator | Lower/Same Level | 1 Level Higher | 2 Levels Higher | 3 Levels Higher | No Rating |
|----------------------------------|-------------------------|-----------------------|------------------------|------------------------|------------------|
| Alarcon Elementary | 68% | 31% | 1% | 0% | 19% |
| Borrego Elementary | 65% | 33% | 2% | 0% | 9% |
| GEMS Middle | 82% | 18% | 0% | 0% | 54% |
| Sambrano Elementary | 73% | 24% | 2% | 0% | 1% |
| San Elizario High School | 99% | 1% | 0% | 0% | 97% |

| TELPAS Composite Rating | No Rating | Beginning | Intermediate | Advanced | Advanced High |
|--------------------------------|------------------|------------------|---------------------|-----------------|----------------------|
| Alarcon Elementary | 19% | 1% | 25% | 40% | 15% |
| Borrego Elementary | 9% | 1% | 30% | 39% | 20% |
| GEMS Middle | 54% | 1% | 7% | 24% | 14% |
| Sambrano Elementary | 1% | 33% | 54% | 11% | 1% |
| San Elizario High School | 97% | 0% | 1% | 2% | 1% |

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| Listening Proficiency Rating | Beginning | Intermediate | Advanced | Advanced High |
|------------------------------|-----------|--------------|----------|---------------|
| Alarcon Elementary | 17% | 24% | 36% | 23% |
| Borrego Elementary | 10% | 26% | 36% | 28% |
| GEMS Middle | 42% | 9% | 17% | 33% |
| Sambrano Elementary | 19% | 37% | 33% | 11% |
| San Elizario High School | 83% | 3% | 10% | 5% |

| Speaking Proficiency Rating | Beginning | Intermediate | Advanced | Advanced High |
|-----------------------------|-----------|--------------|----------|---------------|
| Alarcon Elementary | 19% | 39% | 40% | 3% |
| Borrego Elementary | 12% | 36% | 45% | 8% |
| GEMS Middle | 44% | 28% | 27% | 1% |
| Sambrano Elementary | 39% | 43% | 13% | 6% |
| San Elizario High School | 84% | 5% | 8% | 2% |

| Reading Proficiency Rating | Beginning | Intermediate | Advanced | Advanced High |
|----------------------------|-----------|--------------|----------|---------------|
| Alarcon Elementary | 29% | 28% | 20% | 23% |
| Borrego Elementary | 18% | 39% | 18% | 25% |
| GEMS Middle | 49% | 11% | 17% | 23% |
| Sambrano Elementary | 70% | 22% | 7% | 1% |
| San Elizario High School | 88% | 5% | 4% | 4% |

| Writing Proficiency Rating | Beginning | Intermediate | Advanced | Advanced High |
|----------------------------|-----------|--------------|----------|---------------|
| Alarcon Elementary | 11% | 25% | 29% | 34% |
| Borrego Elementary | 7% | 28% | 35% | 29% |
| GEMS Middle | 1% | 6% | 21% | 43% |
| Sambrano Elementary | 68% | 21% | 9% | 1% |
| San Elizario High School | 0% | 7% | 9% | 4% |

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BUDGET:

There is no identified budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the 2021 TELPAS scores as presented.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Members of the Board of Trustees
From: Sandra Sanchez, CTE Administrator
Subject: CTE Surplus Vehicles
Date: September 8, 2021

HISTORY: We reached out to Mr. Hopeton Staple, El Paso County Fleet Operations Director, on the possibility of having a surplus vehicle donated to our Law Enforcement Program. On July 29, 2021, we were asked to meet at the Auction Lot on 12501 Montana Ave. I attended with our Law Enforcement and Automotive teachers. The teachers selected 2 vehicles: 2001 Chevrolet Express Van and 2003 Ford Crown Victoria. The selection of vehicles was based on our student needs in the Law Enforcement Program and which vehicles needed the least automotive repairs. The transaction will be complete on August 30, 2021, County Court agenda.

RATIONALE: These vehicles would provide our students the real-life experiences that is needed in our Law Enforcement Program and Automotive Program. The students in Law Enforcement Program will be able to bring in real life experiences such as approaching a vehicle, conducting traffic stops, vehicle search, etc. The Automotive students will get the opportunity to work on these vehicles and see them used on their campus, building confidence in their abilities.

BUDGET: \$20.00

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board review the information as presented.

Please check one: For approval Report / Information only Recognition only

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From: Mexican American School Boards Association
<membership+masbatx.org@ccsend.com>
Sent: Wednesday, August 25, 2021 1:01 PM
To: Cuevas, Christine
Subject: MASBA 2021 Annual Conference Speaker Spotlight!

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



¡Hola, MASBA Amigos!

The MASBA 2021 Annual Conference is coming up soon! We are excited to announce our Conference Honorary Chair Dr. Richard A. Carranza.

The announcement features a photo of Dr. Richard A. Carranza, a man in a suit and tie, smiling. To the left is a celebratory logo with a mariachi guitar and the text "Celebramos Mariachi UII MASBA". The background is a mix of brown and yellow tones.

MASBA 2021
Honorary Conference Chair

Richard A. Carranza is the Chief of Strategy and Global Development for IXL Learning.

Join us at the Sheraton Gunter Hotel San Antonio near the Riverwalk on September 9-12, 2021! **Check out our conference agenda here!** Registration closes Friday, September 3, 2021. **Register now!** Trustees and Superintendents will receive credit hours for attending the MASBA Annual Conference.

Conference Schedule At-A-Glance

Thursday, September 9, 2021

Thursday, September 9

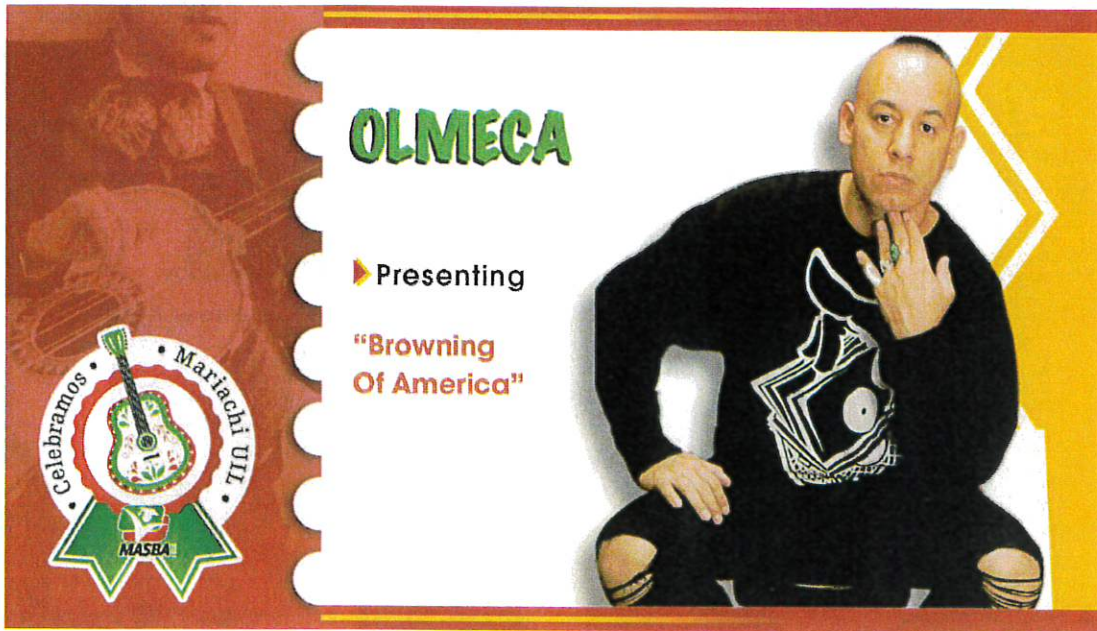
2021 TOUR OF BEST PRACTICES

Get to visit the following San Antonio School Districts:

- ← 1st stop Green Valley Elementary School, Schertz-Cibolo-Universal City ISD
- ← 2nd stop Wagner HS Culinary Arts Department, Judson ISD
- ← Final stop North East ISD



Friday, September 10, 2021



Olmecca is a Bilingual Hip-Hop artist, producer, activist and scholar who has been featured on Complex Magazine, Billboard, NPR, Huffington Post, Noisey, and Democracy Now. His work has been featured on various documentaries on PBS, BBC World, as well as, featured films. He has written music for tv shows including “Sons of Anarchy,” new series, “The Mayans” on FX and toured Latin America, U.S. and Europe.

He is faculty at the University of Nevada, Las Vegas in the Interdisciplinary Gender and Ethnic Studies Department teaching Latin American History, Latinx in the U.S. and a course entitled Hip-Hop & Social Justice, looking at the intersections of Hip-Hop culture, aesthetics and social impact.

Currently Olmecca is a Kennedy Center Artist Fellow and tours as a performing artist and scholar with a lecture entitled, “Latinx Identity & Power” and a performance entitled, “Hip-Hop Stories of A New America.”

TALAS SUPERINTENDENTS PANEL

Dr. Abelardo Saavedra

MASBA Interim Executive Director and Retired Superintendent



Dr. Javier De la Torre
YSLETA ISD



Dr. Veronica Vijil
FABENS ISD



Dr. Celina E. Thomas
HUTTO ISD



Dr. Michael Cardona
San Marcos CISD



Dr. Jeanette Ball
JUDSON ISD



José Angel Gutiérrez

Professor Emeritus of Political Science and founder of the Center for Mexican American Studies. University of Texas-Arlington.



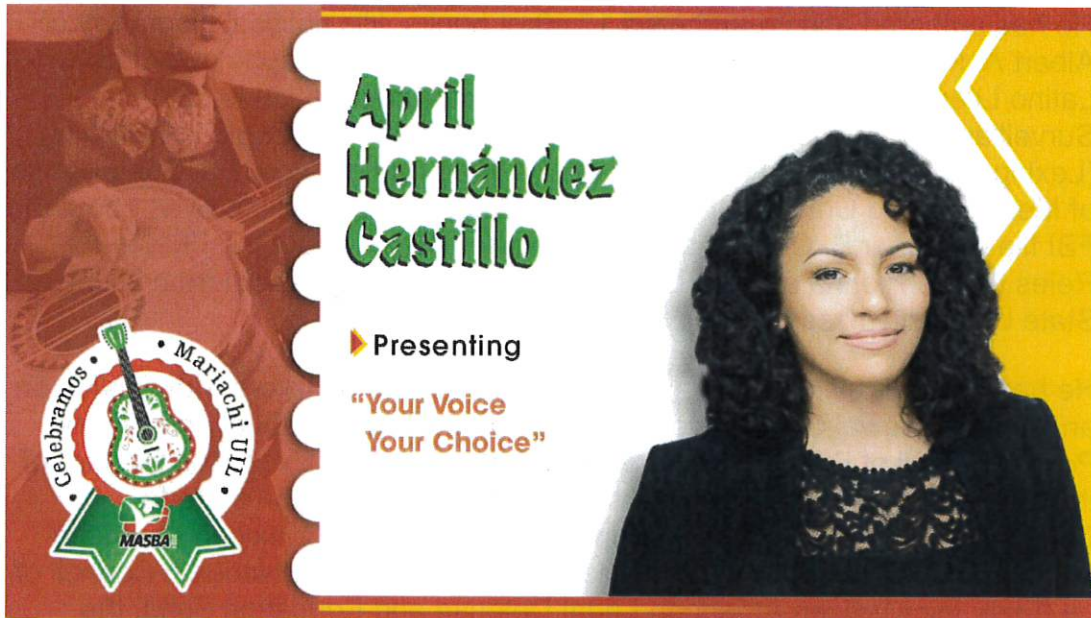
Jose Angel Gutierrez during the Chicano Movement was considered one of the Four Horsemen of that era. He is a Professor Emeritus of Political Science and founder of the Center for Mexican American Studies at the University of Texas-Arlington. In addition to his PhD, he holds a JD and is licensed to practice in various federal jurisdictions and the State of Texas.

He has authored and co-authored 17 other books. His political biography of Albert A. Peña, Jr. of San Antonio, Texas won Best Biography award from Latino Literacy Network in 2019. His most recent publication is *FBI Surveillance of Mexicans and Chicanos, 1940-1980: The Eagle is Watching*, (Lexington Press, 2021) which follows his three earlier ones, *FBI Surveillance of Mexicans and Chicanos, 1920-1980* (2020); *The Eagle Has Eyes* about the FBI file on Cesar E. Chavez and *Tracking King Tiger* about the FBI file on Reies Lopez Tijerina and the Land Recovery Movement, (both from Michigan State University Press, 2019).

He has been an elected and appointed public official in Texas with service on an Urban Renewal Commission, School Board, County Judge, and War on Poverty Board of Directors. In Oregon he served as the Executive Director of the Governor's Commission on Hispanic Affairs and Oregon's Trade Commission. He was a key figure in the founding of the Mexican American Youth Organization, Mexican American Unity Council, the National Council of La Raza, the Mexican American Legal Defense and Education Fund, the Midwest and Northwest Voter Registration and Education Projects, the Oregon Council for Hispanic Advancement, and La Raza Unida political party.

During the administration of Mexican President Luis Echevarria Alvarez, he founded the *Becas Para Aztlan* program and *Mexico Hoy* seminars with the Colegio de Mexico. He is featured in several video documentaries: *Willie Velasquez*, 2018, *Latino Americans*, (Segment 5), 2013, *CHICANO! A History of the Mexican American Civil Rights Movement*, 1996, and *SCHOOL: The Story of American Education*, Episode Three, 2000. He has received many professional honors including the 2019 National Hispanic Hero Award from the United States Hispanic Leadership Institute in Chicago, Illinois and 2016 Distinguished Alumni of the Year from Texas A & M University-Kingsville.

Saturday, September 11, 2021



Best known for her riveting performance as "Eva" in the hit movie, *Freedom Writers*, starring Hilary Swank, April Hernández Castillo was living the Hollywood dream. She starred on tv shows such as; *Person of Interest*, *Law & Order: SVU*, *Dexter*, and *New Amsterdam* to name a few. However, behind the glitz and glamor was a woman dealing secretly with a traumatic past.

April's inspirational story of resilience, overcoming adversity, and choosing to move forward no matter what happens in life is a message that resonates with audiences across the globe. In her keynote entitled, *Moving Forward*, April intimately describes how she was able to take all her tragedies and turn them into triumphs by choosing to never give up. From growing up in the tough streets of the Bronx during the Crack Epidemic Era, to being in an abusive relationship as a teenager, to almost taking her own life, April truly understands what it feels like when the odds are up against you. In order to move forward in life we must first make a choice to do so.

"My life dramatically changed when I made two critical decisions during my abuse. I made a choice to leave and I made a choice to live."

Understanding her platform as an actor and speaker has allowed April to grace an array of audiences all the way from Juvenile detention facilities to one of the most prestigious stages to date, TEDx.

Her message has reached thousands of students and conferences nationwide and internationally. April is also an author who is set to release her highly anticipated work, her memoir, *Embracing Me*.

Angela Valenzuela, Ph.D.

► Presenting

“Unmasking the Attack on Critical Race Theory as an Agenda to Deprive Our Access to the Inconvenient Truths of History”



Angela Valenzuela, Ph.D., is a Professor in the Department of Curriculum & Instruction and the Department of Educational Leadership and Policy at the University of Texas at Austin. She is Director of the Texas Center for Education Policy. Previously, she taught in the Department of Sociology at Rice University in Houston (1990-98), and she was a Visiting Scholar at the Center for Mexican American Studies at the University of Houston (1998-99). She completed her Ph.D. at Stanford University. She is the author of the award-winning book, **Subtractive Schooling: U.S.-Mexican Youth and the Politics of Caring** (1999), **Leaving Children Behind: How “Texas-style” Accountability Fails Latino Youth** (2005), and **Growing Critically Conscious Teachers: A Social Justice Curriculum for Educators of Latino/a Youth** (2016).

Dr. Valenzuela served as an expert witness on curriculum in *Arce, et. al. v. Douglas*, 793 F. 3rd 968 (2015) where Mexican American Studies plaintiffs prevailed and the dismantling of Tucson Unified School District’s MAS program was found unconstitutional both in enactment and enforcement by Judge A. Wallace Tashima. 269 F. Supp. 948 (D. Ariz. 2017), citing violations to the Equal Protection Clause of the Fourteenth Amendment and the First Amendment.

Currently, Dr. Valenzuela serves on the LULAC National Task Force on Higher Education and is the Executive Director of the National Latina/o Education Research and Policy Project (NLERAPP), a consortium of ten institutions that enhances teaching for high school youth in Texas, California, Wisconsin, Chicago, New York, Colorado, New Mexico, and Arizona. Her most recent accomplishment is getting inducted into the 2021 cohort of the **National Academy of Education**. She also founded and operates an education blog titled, **Educational Equity, Politics, and Policy in Texas**.

Stay tuned for Breakout session schedule and information!

To our Amazing Supporters, **today is the last day** to sign up and sponsor our Conference Program. Please **submit your commitment form** today to ensure you are part of all of our Conference materials and Program.

Please join us in thanking the many sponsors who support our mission & our scholarship program!

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DIAMANTE



ORO



PLATINO



PLATA



BRONCE



AMIGO

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MASBA continues to closely monitor the COVID-19 pandemic and will follow Health Authority guidelines and the recommendations. Any changes will be communicated to Conference participants in a timely manner.

ADVANCED PROTOCOLS FOR SAFE MEETINGS

YOUR WELL BEING IS OUR HIGHEST PRIORITY AND WE HAVE IMPLEMENTED ENHANCED CLEANING AND SANITATION PROTOCOLS DESIGNED TO KEEP YOU SAFE DURING YOUR TIME WITH US.

Training

Partnering with industry experts, such as Ecolab® to ensure we have training on hygiene and infection prevention expertise. Ecolab, a global leader in hygiene and chemical products, is a trusted industry partner.

Training hotel staff on cleaning and sanitizing procedures developed by AIMClean, our proprietary robust cleaning and sanitizing certificate program that includes best practices from in-house and outside experts, such as Ecolab.



Staff Wellness

Hotel associate use of PPE such as face coverings, temperature checks, and increased personal hygiene protocols including frequency of hand washing and wearing of gloves.



Cleaning & Sanitizing

Increasing the frequency of cleaning and special sanitizing using EPA-approved products throughout all public areas of the hotel, meeting spaces, guestrooms and work areas with a focus on high-touch areas and hard surfaces.



EPA-APPROVED PRODUCTS



INCREASED CLEANING FREQUENCY



FOCUS ON HIGH TOUCH AREAS

Allowing for Physical Distancing

Physical distancing throughout all areas of the hotel including in public areas, fitness centers, meeting spaces, lobby, and work areas. Training associates on physical distancing in interactions with guests and with each other. Encouraging guest use of touchless delivery of services from check-in, keyless room access, to ordering room service wherever available.



CREATIVELY PACKAGED BANQUET OFFERINGS

Food & Beverage

We adhere to public health department code regulations and CDC guidance on food safety practices, cleaning and sanitizing, and service delivery methods, throughout all public spaces and service/work areas to mitigate the spread of viruses. Our banquet offerings will be creatively packaged and presented, in a phased approach based on public health and safety standards.

Leveraging Technology for Broader Engagement

We can offer resources, innovative ideas and partnerships to create an experience that combines in-person and virtual components broaden your audience reach and engagement.



Safe Service in Food & Beverage

Food and beverage offerings in a grab and go format or touchless delivery to your door; rigorous food and beverage staff training, and adhering to local health department guidelines along with guidance from the CDC, such as the use of personal protective equipment and food safety.



HEALTH GUIDELINES



PPE EQUIPMENT



RIGOROUS STAFF TRAINING

Sheraton Gunter Hotel San Antonio
205 East Houston Street, San Antonio, TX 78205 210-227-3241



Cuevas, Christine

From: Meza-Chavez, Jeannie
Sent: Friday, August 27, 2021 1:15 PM
To: Cuevas, Christine
Subject: FW: Register for TASA | TASB by Sept 10

From: Texas Association of School Administrators <tasa+tasanet.org@ccsend.com>
Sent: Friday, August 27, 2021 10:11 AM
To: Meza-Chavez, Jeannie <jmeza-chavez@seisd.net>
Subject: Register for TASA | TASB by Sept 10

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



TASA | TASB Convention txEDCON21

Since 1961, school administrators and board members have come together at the TASA | TASB Convention for the training they need to fulfill their differing roles and to explore solutions to the challenges they face in their communities together. If you haven't already registered, please consider bringing your Team of Eight to Dallas September 24-26 for the 2021 [TASA | TASB Convention](#), txEDCON21!



SIX GREAT REASONS

to join us for txEDCON21!



#1

Uplifting Speakers & Sessions that YOU Chose

This spring, we invited school leaders to vote for the sessions that should be offered at txEDCON21. We counted all the votes and are excited to present a strong lineup of sessions. Attendees can earn more than 15 CEC hours. Plus, we will have some fantastic keynote speakers (see below). >>>



#2

Discovering New Products & Services

The txEDCON21 Exhibit Hall will feature hundreds of education-related displays showcasing products and services that could benefit your district. Board members can also earn CEC in the Learning Lounge and Extra Credit sessions. And don't miss the Exhibit of School Architecture! >>>



#3

Inspiring Student Performances & Awards Presentations

Get ready to experience the incredible talents of student performers, and be there when the 2021 Superintendent of the Year and Outstanding School Board are announced!



#4

Networking & Camaraderie Building

The TASA | TASB Convention offers many opportunities for school administrators and trustees to meet and share ideas with peers across the state. Plus, it's a great team-building experience. Celebrate your team's arrival to Dallas September 23 at the Opening Reception, 5-6:30 p.m., in Lobby F on Level 2 of the convention center. The high-energy band Party Machine will be in the house! They are a dance band that will keep you



#5

Reduced Registration Rate for Full Board-Superintendent Teams

Districts that send the superintendent and all board members can enjoy a discount of \$100 per person when they register on the same order. Select the Full Board and Superintendent option when registering.



#6

Valuable Optional Seminars and Workshops

New board members and board officers will find a selection of learning opportunities at txEDCON21. See below for more information on these optional events, which require preregistration.

moving with tunes from the 1950s
through today!

KEYNOTE SPEAKERS

General Sessions, September 24-26



Sylvia Baffour
professional speaker, trainer, and executive coach who helps organizations thrive and succeed with emotional intelligence strategies

4 p.m. Friday, Sept. 24



Shayla Rivera
aerospace engineer and former NASA rocket scientist; current director of the ENGR program and professor of practice for the College of Engineering at Texas A&M University

10:30 a.m. Saturday, Sept. 25



Jessica Rector
leading expert on burnout and mind wellness, authority on breaking through burnout, tackling your inner communication and turning it into outer success and positive action

10:30 a.m. Sunday, Sept. 26

[Learn more about the general sessions >>>](#)

OPTIONAL PRECONFERENCE SEMINARS

Thursday, September 23

\$50 fee is required, advance registration is necessary, and spots are limited.

Beyond the Buzz: Diversity, Equity, and Inclusion Fundamentals | 1–5 p.m.

Governance for Improved Student Success: EISO/SB 1566 Training (fulfills 3-hour biennial requirement) | 2–5 p.m.

Diversity, equity, inclusion, accessibility, justice, belonging, bias — all of these buzzwords are heard in the news and across social media. Let's dive deeper and learn through a four-hour experiential session about the fundamentals behind them. This session will equip you with practices that, when applied, will transform your relationships, your district, and ultimately student outcomes across the state. >>>

Board Officers' Academy (BOA): The "You Decide" Seminar | 2–5 p.m.

This seminar is specifically for board officers and is going to be designed with your help. If you preregister for this session, you will be asked via email to choose from the following topics: Important Tools for Meeting Preparation; Successfully Working with Challenging Individuals; Effectively Engaging Your Community; A Legal and Governance Perspective on Meetings; and A Board Officers Open Dialogue. >>>

Focused and engaged school boards make a difference on student learning. This research-informed session highlights practices and tools to help boards understand the current state of student learning, cast a compelling vision with meaningful goals, and oversee the improvement efforts in their districts. >>>

New School Board Member Launch | 2–5 p.m.

Welcome to school board service! Joining a board in progress requires new trustees to learn a lot in a short time. This extended session provides foundational information and perspective to help newly elected trustees get their bearings quickly. Registration for the session includes online access to bonus content including required trainings on the Texas Open Meetings Act and Sexual Abuse, Human Trafficking, and Other Maltreatment of Children. >>>

SMALL SCHOOL DISTRICT SEMINAR

Friday, September 24

*This seminar is included with the txEDCON registration, but **advance registration is necessary** as spots are limited.*

7:30–8 a.m.
Registration and Continental Breakfast

8–11:30 a.m.
Program (includes a 15-minute break)

This seminar, designed for schools with 750 or fewer students, focuses on the advantages small schools have to offer. By making the most of the relationships and close-knit feel of a small community, these districts are uniquely poised to try innovative thinking that has a big impact on student achievement.



Safety at txEDCON21

TASA | TASB is excited to welcome attendees, exhibitors, and staff back to the largest gathering of Texas public education decision makers in-person this year. Everyone's health and safety remain our top priority and we recommend that staff and attendees follow all local health authority recommendations and requirements in place at the time of the event. Attendees, exhibitors, staff, and service providers must comply with all safety protocols required by the Kay Bailey Hutchison Convention Center and host hotels. In addition, we strongly recommend that all attendees be fully vaccinated prior to attending. Vaccines not only help stop the spread; they

have also proved incredibly effective in virtually eliminating the most serious COVID health risks for most people. Other expectations for in-person attendance include mask wearing when around other people, physical distancing when possible, and frequent hand washing.

[Read more about COVID-19 protocols at txEDCON21.](#)

[Read the TASA | TASB cancellation policy.](#)

REGISTER ONLINE BY SEPTEMBER 10

Save \$100 Per Person

Online Preregistration Rates through September 10

- \$425 for TASA | TASB members, including Council of School Attorneys (CSA) members
- \$325 for Full Board-Superintendent Team*
- \$525 for Non-Members
- \$150 for Students**
- \$50 for [preconference sessions](#)

Late Registration (After September 10)

- \$525 for TASA | TASB members, including Council of School Attorneys (CSA) members
- \$425 for Full Board-Superintendent Team*
- \$625 for Non-Members
- \$150 for Students**
- \$50 for [preconference sessions](#)

[REGISTER ONLINE](#)

TASA/TASB Convention | tasa.tasb.org

If you do not wish to receive emails announcing TASA events but are a TASA member and would like to continue to receive TASA Daily and other similar TASA emails, please email that request to afrancisco@tasanet.org. Unsubscribing using the link below will prevent you from receiving all emails TASA sends via Constant Contact, including TASA Daily.

Texas Association of School Administrators | 406 East 11th Street, Austin, TX 78701

[Unsubscribe jmeza-chavez@seisd.net](mailto:jmeza-chavez@seisd.net)

[Constant Contact Data Notice](#)

Sent by tasa@tasanet.org powered by

Kay Bailey Hutchison
Convention Center
Dallas
September
24-26, 2021



TASA | TASB Convention

txEDCON

[\(/Home.aspx\)](#)

[Home \(/Home.aspx\)](#) > [Registration and Housing \(/registration.aspx\)](#) > COVID-19 Protocols

COVID-19 Protocols

TASA | TASB is excited to welcome attendees and exhibitors back to the largest gathering of Texas public education decision makers in-person this year. Everyone's health and safety is our top priority and we ask that attendees follow local health authority requirements and guidelines in place at the time of the event.

Here, you will find out what we're doing — and what you can do — to protect all attendees. We understand that guidelines are changing rapidly and will make every effort to keep this page updated as new information arises.

We strongly recommend that all attendees be fully vaccinated prior to attending. Vaccines not only help stop the spread; they have also proved incredibly effective in virtually eliminating the most serious COVID health risks for most people.

Attendees, exhibitors, and service providers must comply with any and all safety protocols required by the Kay Bailey Hutchison Convention Center (KBHCC) and host hotels. Additionally, TASA|TASB requests that everyone complies with [CDC guidelines \(https://www.cdc.gov/coronavirus/2019-nCoV/index.html\)](https://www.cdc.gov/coronavirus/2019-nCoV/index.html), including the following:

- Wear masks while in the presence of others.
- Maintain physical distance as recommended by CDC guidelines based on your risk level. Wash hands frequently and minimize touch-point contact.
- Avoid touching your eyes, nose, and mouth.

TASA | TASB will undertake the following safety measures:

- Public areas will be sanitized throughout the day.
- Hand sanitizer stations will be placed throughout the convention center.
- Personal-sized hand sanitizer will be available on-site.
- Sanitizing wipes will be available in meeting rooms.
- Plexiglass shields will be positioned at registration to create a barrier between staff members and attendees.
- Health and safety signage will be strategically placed on-site as friendly reminders.

If you are experiencing symptoms, have COVID-19 or think you may have been exposed, please stay home. We'll transfer your registration to txEDCON22 TASA|TASB Convention, September 23–25, 2022 in San Antonio, TX.

The facility

The city of Dallas and the Kay Bailey Hutchison Convention Center Dallas (KBHCCD) have gone to great measures to ensure a SAFE experience while in their city. Late last year, the convention center achieved the Global Biorisk Advisory Council® (GBAC) STAR™ accreditation. GBAC's STAR™ Facility Program, created by the International Sanitary Supply Association (ISSA), has specific criteria that consider cleaning, disinfecting, and infectious disease prevention plans when approving accreditations.

The accreditation means that the KBHCCD implemented a plan, and continues to do so, to control risks associated with infectious agents such as COVID-19, SARS-CoV-2, Influenza, MRSA, and TB.

Additional measures for both the facility and food & beverage outlets that have been put in place include:

Cleaning and air filtration

- A MERV 13 filtration system is used in all air handlers throughout the KBHCC.
- UV light air purification has been installed in all passenger elevators.
- UV light escalator handrails have been installed for all escalators in the convention center.
- Outside air intake has been increased in all meeting rooms, ballrooms, and exhibit halls to increase the air mixture while maintaining suitable temperatures within spaces.
- Frequent touch points such as escalator rails, door handles, and elevator buttons are disinfected with EPA or NEA registered disinfectants.
- Bathrooms, carpets, and equipment are cleaned regularly.
- Employees have received training in the proper procedures to utilize each piece of cleaning and disinfectant equipment, including electrostatic sprayers and power washers.

Food and beverage areas

- 3-Ply surgical masks & gloves for all staff
- New, targeted cleaning solutions
- Expanded sanitizer stations
- Increased cleaning schedule
- Elevated training for all team members
- Employee wellness screening upon arrival
- Contactless payment
- Point-of-sale barriers
- Wrapped silverware
- Pre-packaged condiments

Personal accountability

By attending txEDCON21 TASA | TASB Convention, you acknowledge there is an inherent risk of exposure to COVID-19 in any public space where people gather. We encourage all attendees to follow the Centers for Disease Control and Prevention (CDC) guidance and all posted instructions while attending txEDCON21 TASA | TASB Convention to ensure the health and safety of our attendees, exhibitors, staff and service providers. In-person attendees must agree to the TASA | TASB COVID-19 Compliance and Waiver when registering for the event.

If you think there are any other measures that TASA | TASB management ought to be considering, we encourage you to contact us at convention@tasb.org with your thoughtful suggestions.



LOCAL DISTRICT ORIENTATION
August 24, 2021
Board Room

- A. Introduction of our Legal Team – Dr. Jeannie Meza-Chavez
 - Board Member Overview – Ms. Priscilla Mata
- B. Overall School Leadership, Dr. Jeannie Meza-Chavez
- C. Accountability, Ms. Lisa Renegar
- D. Athletics, Ms. Christine Jaksch
- E. Child Nutrition Services, Mr. Raul Jacques
- F. Finance, Mr. Norberto Rivas
- G. Human Resources, Ms. Blanca Cruz
- H. PEIMS, Ms. Melissa Urenda
- I. Planning & Instruction, Dr. Rogelio Segovia
- J. Support Services, Mr. Jesus Martinez
- K. Technology, Mr. Horacio Hernandez
- Q & A Session

OFFICE OF THE SUPERINTENDENT

P.O. BOX 920


San Elizario, TX 79849-0920

(915) 872-3900


www.seisd.net

LOCAL ORIENTATION FOR SCHOOL TRUSTEES:
A PRIMER ON OPEN MEETINGS, PUBLIC INFORMATION, CODE OF ETHICS AND SOCIAL MEDIA GUIDELINES

BY PRISCILLA DE MATA, DISTRICT LEGAL COUNSEL



**BLANCO
ORDOÑEZ
MATA &
WECHSLER, P.C.**
Attorneys and Counselors At Law



San Elizario I.S.D.
SOARING TO EXCELLENCE
EST. 1919

August 24, 2021

1

OUR ROAD MAP

1. Role of School Board Members
2. SEISD Board Members' Code of Ethics
3. Open Meetings Laws
4. Sunshine/Public Information Laws
5. Social Media Guidelines
6. Questions & Discussion

2

TEXAS SCHOOL BOARD TRUSTEES

- School board members are unique elected officials.
- They do not serve as representatives of their “constituents” or a group of voters but rather serve in the best interest of the school district as a whole.
- Texas school board trustees serve without compensation.



3

TEXAS SCHOOL BOARD TRUSTEES, CONT'D

- The term “Trustee” is a legal term.
- Under Texas law, Trustee = trustee is any person who holds property, authority, or responsibility for the benefit of another, the beneficiary.
- In the case of a Texas school board member, their beneficiaries are school children.
- Trustees enjoy broad immunity for actions taken in their official capacity.
- Trustees should be aware of their fiduciary role, however.
- The fiduciary duties of trustees include **the duty of good faith, prudent investing, and compliance.**



4

TEXAS SCHOOL BOARD TRUSTEES, CONT'D

1. Duty of good faith = unwavering duty of good faith, fair dealing, loyalty and fidelity over the affairs of the district

- Forbids a trustee from placing him/herself in a situation where there is a conflict between trustee's self-interest and trustee's duty to beneficiaries (school children) and school district.

2. Prudent investing = a duty of prudent investing by exercising reasonable care, skill, and caution.

- Investments must conform with board policies .
- All financial decisions, especially substantial expenditures require prudent decision-making.



5

TEXAS SCHOOL BOARD TRUSTEES, CONT'D

3. Compliance = a trustee owes the beneficiary a duty of compliance with all applicable law and policy.

- Most laws that apply to Texas school boards come from federal and state law.



6

ROLE OF TRUSTEES v. SUPERINTENDENT - A FEW EXAMPLES (NOT EXHAUSTIVE LIST)

School Board – Governance & Oversight

- Goal setting and evaluation of the superintendent
- Provide oversight regarding student academic achievement and strategic leadership for maximizing student performance.
- Establish performance goals concerning the district's academic performance.
- Enter into contracts
- Adopt an annual budget for the district and tax rate each fiscal year.
- Monitor district finances, and ensure that district fiscal accounts are audited annually
- Make decisions relating to termination or nonrenewal of district employees

Superintendent - Management

- Exclusive management of the day-to-day operations of the district
- Must assume administrative responsibility and leadership for the organization of education programs, services, facilities, and staff appraisal
- Provide leadership for the attainment and improvement of student performance.
- Develop, evaluate, and revise annually a district improvement plan to guide staff in improvement of student achievement.
- Must initiate the termination or suspension of an employee or the non-renewal of an employee's contract

7

TEXAS SCHOOL BOARD TRUSTEES, CONT'D

Oversight of Management

- The legal structure or distinctions between trustees and superintendent are intended to allow the superintendent the necessary freedom to execute her duties. Trustees' appropriate role is to provide oversight of management, not micromanagement.
- Oversight of management includes: setting the district's vision and goals; establishing policy; and evaluating administrations efforts to meet those goals.



8

TEXAS SCHOOL BOARD TRUSTEES, CONT'D

Oversight of Management

- Micromanagement = the attempt by a board or one or more of its members to deal with administrative matters that are the administrative responsibility of the superintendent acting within overall policy set by the board or in conformance with state or federal law. Am. Ass'n of Sch. Administrators and Nat'l Sch. Bds., Roles and Relationships: Sch. Bds. and Superintendents (1994).
- Under Texas law, the commissioner of education may authorize a special accreditation investigation ("SAI") to be conducted in response to an allegation involving a conflict between board members or between the board and the district if it appears that the conflict involves a violation of a role or duty of the board members or the administration. Tex. Educ. Code § 39.057(a)(6).

9

TEXAS SCHOOL BOARD TRUSTEES, CONT'D

- SEISD Board Members are bound by SEISD's Code of Ethics which include being fair, just and impartial in all decisions and actions, respect, encouraging expressions of differing opinions, ensuring prudent and accountable use of district resources, and fulfilling the board's responsibilities of goal setting, policymaking, and evaluation.



10

BOARD MEMBERS ETHICS

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

Policy BBF (Local)



11

1. EQUITY IN ATTITUDE

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Policy BBF (Local)



12

2. TRUSTWORTHINESS IN STEWARDSHIP

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Policy BBF (Local)



13

3. HONOR IN CONDUCT

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

Policy BBF (Local)



14

4. INTEGRITY OF CHARACTER

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

Policy BBF (Local)



15

5. COMMITMENT TO SERVICE

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Policy BBF (Local)



16

6. STUDENT-CENTERED FOCUS

- I will be continuously guided by what is best for all students of the District.

Policy BBF (Local)



17

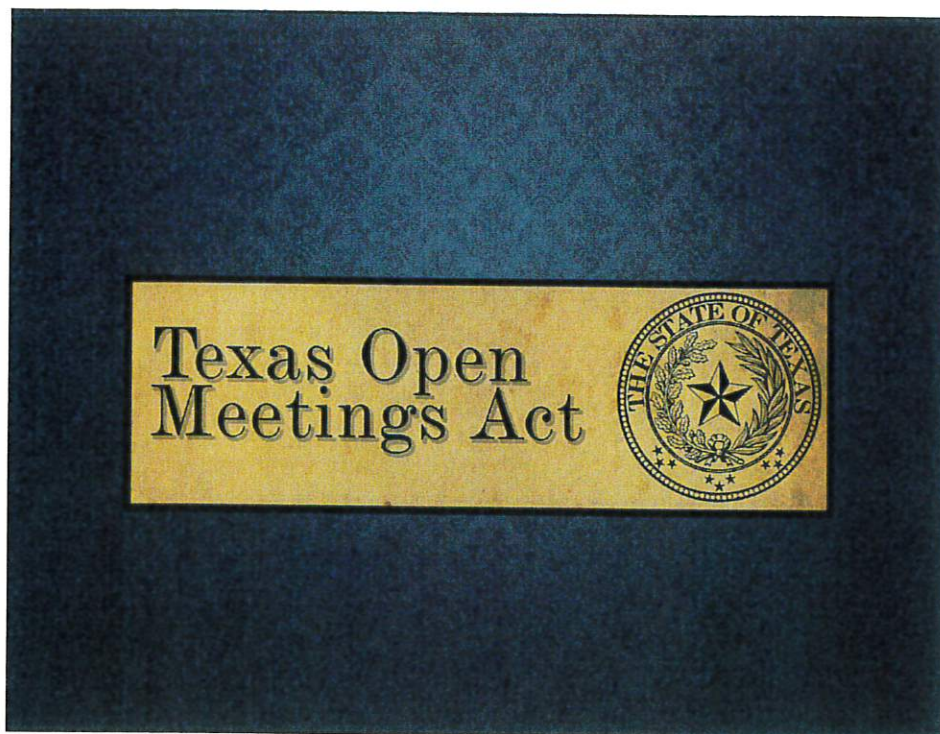
BOARD MEMBER ETHICS

The Code of Ethics can be found at SEISD Policy BBF (Local) ("Board Members' Ethics"), available online at:
[https://pol.tasb.org/Policy/Download/439?filename=BBF\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/439?filename=BBF(LOCAL).pdf)

Policy BBF (Local)



18



19

WHAT IS A MEETING?

What is a meeting? Under the Texas Open Meetings Act ("TOMA"), a meeting means:

- a. a deliberation:
 - i. between a **quorum** of a governmental body, or between a quorum of a governmental body and another person; and
 - ii. during which public business or public policy over which the governmental body has supervision or control is discussed or considered or
 - iii. during which the governmental body takes formal action.

Tex. Gov't Code § 551.001(4)(A).

20

WHAT IS A MEETING, CONT'D ...

A "meeting" can also mean ...

b. a gathering:

- i. that is conducted by the governmental body or for which the governmental body is responsible;
- ii. at which a quorum of members of the governmental body is present;
- iii. that has been called by the governmental body; **and**
- iv. at which the members receive information from, give information to, ask questions of, or receive questions from any third person, including an employee of the governmental body, about the public business or public policy over which the governmental body has supervision or control.

Tex. Gov't Code § 551.001(4)(B).

21

SOCIAL FUNCTIONS

- Purely social functions are not meetings. The term "meeting" does not include
 - the gathering of a quorum of a governmental body at a social function unrelated to
 - the public business conducted by the governmental body,
 - if no formal action is taken
 - and any discussion of public business is incidental to the social function.

Tex. Gov't Code § 551.001(4)(B).

22

TRAININGS / CONFERENCES

Regional training sessions are not meetings.

- The term "meeting" does **not** include the gathering of a quorum of a governmental body at regional, state, or national workshops or conventions, if
 - no formal action is taken and any
 - discussion of public business is incidental to the workshop or convention.

Tex. Gov't Code § 551.001(4)(B).

23

CONVENING A MEETING

A meeting may not be convened unless a quorum of a governmental body is present in the meeting room. Tex. Gov't Code § 551.001(2), (4).

Exceptions: rare emergency teleconference or highly-technical videoconferencing (or pursuant to Gov.'s suspension of certain TOMA provisions to allow for virtual school board meetings, scheduled to end effective Sept. 1).

24

VOTING IN OPEN SESSION

A final action, decision, or vote on a matter may only take place in an open session held in compliance with the Act. Tex. Gov't Code § 551.102.

25

AUDIO RECORDING REQUIRED

A board must make at least an audio recording of the meeting.

The recording must be made available to the public.

Tex. Gov't Code § 551.127(g)

26

PUBLIC RECORDS

The minutes and recordings of an open meeting are public records and must be made available for public inspection and copying on request.

Tex. Gov't Code § 551.022.

27

PUBLIC COMMENTS

The governmental body's response to public comments not otherwise on the agenda is limited to:

- (1) a statement of specific factual information, or
- (2) a recitation of existing policy in response to the inquiry.

Any deliberation shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Tex. Gov't Code § 551.042.

Note: Even if an issue addressed in the public comment portion of the meeting is on the agenda, however, the governmental body does not have to respond to the comments.

28

PUBLIC RECORDINGS & DISRUPTION

- The public has a right to record the open session of a meeting.
- The board, however, may adopt reasonable rules to maintain order during its meetings
 - Rules/Policy cannot prevent or unreasonably impair public's right to record

See SEISD Policy BED (Local)

29

PUBLIC RECORDINGS & DISRUPTION, CONT'D

It is a criminal offense for a person, with the intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the meeting by physical action or verbal utterance. Tex. Penal Code § 42.05

Therefore, **as a last resort**, the governmental body can request the assistance of the police to escort a disruptive individual from a meeting.

30

WHAT IS A QUORUM?

A quorum means a majority of a governmental body, except in the rare circumstances that another definition is provided by law. Tex. Gov't Code § 551.001(6).

This rule applies regardless of any vacancies in the governmental body. Op. Tex. Att'y Gen. No. JM-1 127 (1989).

Therefore, four members of a seven-member school board constitute a quorum, even if there are vacancies on the school board.

31

MERE PHYSICAL PRESENCE

The mere physical presence of a quorum does not constitute a meeting.

The presence of a quorum of a governmental body in the same room is not necessarily a "meeting."

Deliberation of public business or a gathering to receive information from or give information to a third person must occur.

32

PROHIBITED "WALKING QUORUMS"

"Walking quorums" are meetings of less than a quorum in an attempt to circumvent the Open Meetings Act.

A "walking quorum" occurs when ...

Members of a governmental body deliberately hold serial meetings of less than a quorum outside of a public meeting and then at a subsequent public meeting ratify the decisions made in private in an attempt to circumvent the Act.

Esperanza Peace & Justice Ctr. v. City of San Antonio, 316 F. Supp. 2d 433 (W.D. Tex. 2001).

33

EMAIL COMMUNICATIONS

Written communications, including text and email, between board members outside of a public meeting can constitute illegal "deliberation"

Avoid any written exchange among a quorum, regarding district business.

34

PENALTIES / CONSEQUENCES – VIOLATIONS OF THE TOMA

- Civil and criminal penalties (next slide)
- **Invalidation:** A court may invalidate a governmental body's action taken in violation of the Act, Tex. Gov't Code § 551.141. Invalidation of one action item does not affect the validity of other actions taken at the same meeting. *Point Isabel Indep. Sch. Dist. v. Hinojosa*, 797 S.W.2d 176 (Tex. App.—Corpus Christi 1990, writ denied).
- **Ratification:** the action at issue may be corrected and ratified at a subsequent meeting. *Lower Colo. River Auth. v. City of San Marcos*, 523 S.W.2d 641 (Tex. 1975).
- **Criminal Liability:** But actions in violation of the Act, even when subsequently ratified, may still subject a member of that governmental body to criminal penalties.

35

CLOSED SESSION

Policy BEC (Legal) – A board may conduct a closed meeting for the following purposes

- Attorney consultation
- Real property
- Prospective gift
- Individual personnel matters
- Employee complaints, DGBA Grievances
- PII of students
- Medical or psychiatric records
- Security
- Assessment instruments
- Emergency management
- Economic development negotiations

36

CLOSED SESSION RECORDINGS

Certified agenda or recording: Either a certified agenda or an official recording must be kept of the proceedings of each closed meeting, except for a board's private consultation with its attorney as permitted under Section 551.071, Tex. Gov't Code § 551.103(a).

Date and time: A certified agenda or official recording must record the board president's statement of the date and time at both the beginning and end of a closed meeting. Tex. Gov't Code § 551.103(c)(3), (d).

37

CLOSED SESSION RECORDINGS

Subject matter of deliberation: A certified agenda must include a statement of the subject matter of each item actually discussed in closed session, not just each item scheduled for discussion. Tex. Gov't Code § 551.103(c)(1); Op. Tex. Att'y Gen. No. JM-840 (1988).

Subsequent action: A certified agenda must include a record of any further action taken in open session on the closed session items. Tex. Gov't Code § 551.103(c)(2).

38

CLOSED SESSION RECORDINGS

Record retention: A certified agenda or recording must be maintained for at least two years after the date of the closed meeting. Tex. Gov't Code § 551.104(a).

Disclosure to the public: A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order. Tex. Gov't Code § 551.104(c). Forwarding the record of a Level III grievance to the commissioner of education on appeal, however, is not a violation of the Act. Tex. Edu. Code § 7.057(c).

39

CLOSED SESSION RECORDINGS

Disclosure to trustees: Current board members may review the recording or certified agenda of a closed meeting even if they did not attend the meeting. Former board members, however, may not review certified agendas or recordings of closed meetings. Op. Tex. Att'y Gen. No JC-120 (1999).

40

CRIMINAL PENALTIES

- Unauthorized closed meeting → \$100-\$500 fine, up to 6 months county jail, or both
- Circumventing the Act → Same
- Failure to record a meeting → Class C misdemeanor, up to \$500 fine
- Disclosing a certified agenda → Class B misdemeanor, up to \$2,000 fine, up to 180 days in jail, or both

41

SOCIAL MEDIA GUIDELINES FOR SCHOOL BOARD



42

SOCIAL MEDIA GUIDELINES FOR TRUSTEES

1. Be clear that you are communicating as an individual board member, and **not** as an official district spokesperson.

43

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

2. Do **NOT** deliberate school district business on social media, much less with a quorum of the board.

44

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

3. Direct complaints or concerns presented online to the Superintendent.

TASB guidance: "Reviewing evidence in support of a complaint in detail outside of a board proceeding, such as a grievance or personnel hearing, may cause a board member to have to recuse himself when the issue reaches the board because he/she has lost capacity to act as a neutral decision maker."

45

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

4. Do NOT post content that appears or indicates to the public that you have already formed an opinion on pending business/matters.

46

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

5. Be cautious about soliciting input from the community, and do NOT allow your social network to direct your decisions as a trustee.

47

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

6. Post only content that the district already released to the public.

48

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

7. If you plan to restate what happened at a previous board meeting, make it clear that your posting is NOT an official records of the meeting. Make sure that what you share/post is limited to information discussed during open session.

49

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

8. Comport yourself in a manner that reflects well on the district; do NOT post information that has not been verified or made public by the district; and do NOT post anonymously any information about district business.

50

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

9. Immediately report harassing or defamatory communications to the superintendent if they involve school officials, staff, students or district business.

51

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

10. Be aware that the district is required to retain certain electronic records. Please inquire with your district before you destroy a record—including an electronic record (posting, tweet, text, etc.).

Please refer to board policy CPC (“Office Management – Records Management”)

52

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

11. Immediately report to the district a potential security breach if you lose control or possession of your personal electronic device on which confidential district records could be accessed.

Please refer to board policy CQ ("Technology Resources")

53

SOCIAL MEDIA GUIDELINES FOR TRUSTEES, CONT'D.

12. Comply with the district's BBI policy--Acceptable use of district-issued devices or technology resources, including internet access on a personal device.

Refer to board policy BBI ("Technology Resources and Electronic Communications")

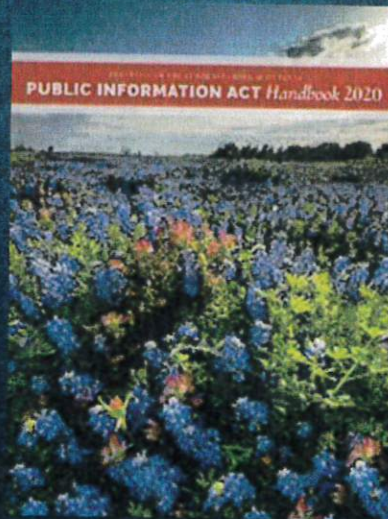
54

IN THE NEWS ...

1. **EPISD trustee says his house was vandalized, received Facebook threats,** <https://kfoxtv.com/news/local/episd-trustee-says-his-house-was-vandalized>
2. **Judge tosses San Francisco school board member's \$87M lawsuit filed after she lost position over tweets,** <https://ktla.com/news/california/judge-tosses-san-francisco-school-board-members-87m-lawsuit-filed-after-she-lost-position-over-tweets/>
3. **In this Texas school district, officials blame social media for rumors that have hurt their credibility,** <https://www.dallasnews.com/news/watchdog/2018/12/13/one-school-district-officials-blame-social-media-rumors-hurt-credibility>
4. **8 Social Media Accounts to Learn From,** <https://www.skyward.com/discover/blog/skyward-blogs/skyward-executive-blog/april-2017/8-top-school-district-social-media-accounts>

55

TEXAS PUBLIC INFORMATION ACT



56

SUNSHINE LAWS

- Open government laws, liberally construed to grant public information requests
- Government is the servant, not the master
- The *People* entitled to complete information **unless an exception applies**
- Public servants do not decide what is good for the people to know and not know

57

WHAT IS "PUBLIC" INFORMATION?

Written, produced, collected, assembled, or maintained under law or ordinance or official business

By a governmental body,

For a governmental body that owns the information, has right of access, or spends public money to write, produce, collect, assemble, or maintain the information, **or**

By an officer or employee in an official capacity and pertaining to official business (added 2013).

May come in **any form on which information is recorded.**

58

PERSONAL CELL OR COMPUTER

Word of caution:

The definition of *public information* applies to and includes any electronic communication created, transmitted, received, or maintained on any device **if the communication is in connection with the transaction of official business.**



59

EXCEPTIONS TO PUBLIC DISCLOSURE

- Confidential by law
- Some personnel information
- Settlement negotiations
- Bidding information
- Attorney-client communications
- Trade secrets
- Credit, Debit, Charge and Access Device Numbers
- Private communication of elected official
- Certain law enforcement officials' information
- Test items
- Superintendent applicants
- Superintendent evaluations
- Crime victims
- Computer security and infrastructure information
- Information that would subject an employee or trustee to a substantial threat of physical harm

60

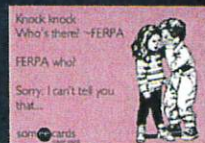
CONFIDENTIAL – STUDENT EDUCATION RECORDS

- Federal law, commonly known as “FERPA”, **prohibits** school districts’ release of student education records without prior written consent from parent or **Eligible Student**
- FERPA **Entitles** parents and **eligible** students with access rights to their own educational records
- Some examples of confidential “education records” include:
 - Grades
 - DOB/birth certificate
 - Immunization records
 - Attendance records
- See SEISD Policy FL (Local) for other listed categories



FERPA

Family Educational
Rights & Privacy Act



61

CONFIDENTIAL – STUDENT EDUCATION RECORDS, CONT'D

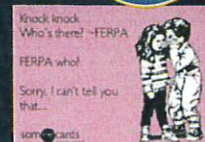
- The District designated the following categories of information as directory information to make available to the public: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance;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

SEISD Policy FL (Local)



FERPA

Family Educational
Rights & Privacy Act



62

TRUSTEE AND EMPLOYEE PERSONAL INFORMATION

Trustees and employees may request that certain information not be released (by 14 days after employment, appointment):

- Home address
- Home telephone number
- Emergency contact information
- Family information

63

TRUSTEES' REQUESTS FOR INFORMATION

Trustee acting in official capacity has inherent right of access to district information (**PIA request not required**).

District may withhold confidential information.

Tracking and reporting requirements for requests by trustees.

Tex. Educ. Code § 11.1512(c)

BBE(LEGAL) and (LOCAL)

64

EMPLOYEE FILES

Majority public: salary, contract, certification, dismissal, demotion, promotion, resignation

Exceptions:

- Performance evaluation (Tex. Educ. Code)
- Date of birth
- Some of transcript (not degree and curriculum)
- Medical information
- Personal financial information (not district's)
- Educator certification examination results (mostly)
- Criminal history record information ("CHRI") and data used to collect the information

65

PENALTIES AND CONSEQUENCES

Willful destruction, removal, or alteration of public information—
fine up to \$4,000 and 3 days - 3 months

Knowing distribution or misuse of confidential information—fine
up to \$1,000 and up to 6 months

**Criminally negligent failure or refusal to provide access or
permit or provide copies (if ought to be aware of a substantial or
unjustifiable risk that violation will occur)—** fine up to \$1,000 and
up to 6 months

66

Sources & Resources

Council of School Attorneys (COSA)

Texas Association of School Boards (TASB)

FERPA law/regulations

DOE Family Policy Compliance Office (FPCO)

Recommended TASB Guidance:

Powers and Duties of the School Board, available online at
<https://www.tasb.org/services/legal-services/tasb-school-law-source/governance/documents/powers-and-duties-of-the-school-board.pdf>

Board Officers and the Law, available online at
<https://www.tasb.org/services/legal-services/tasb-school-law-source/governance/documents/board-officers-and-the-law.pdf>.

67

Have a great term!

PRISCILLA DE MATA

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**BLANCO
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MATA &
WECHSLER, P.C.**
Attorneys and Counselors At Law

August 24, 2021

68

ACCOUNTABILITY OVERVIEW

SAN ELIZARIO ISD
BOARD ORIENTATION
AUGUST 24, 2021

1

CONTACT PERSON

District Accountability Contact:

Lisa Renegar

Administrator—Research and Evaluation

LRenegar@seisd.net

Extension 3564

2

WHAT IS ACCOUNTABILITY?

- The 2021 Accountability system is an annual system used to evaluate the academic performance of Texas public schools.
- The district receives a rating each year, as well as all 6 campuses.
- Campuses with no STAAR tests (Loya and Sambrano), are paired with other campuses and share those ratings.

3

A-F SYSTEM

- The district, and all campuses, receive letter grade ratings (A-F).
- They receive an overall rating as well as a rating in each of 3 domains.
- A rating of “Not Rated” may also be assigned for a number of reasons.
 - The rating of “Not Rated: Declared State of Disaster” has applied to us for 2020 and 2021.
 - 2019 was the last year we received actual A-F ratings.

4

A-F SYSTEM

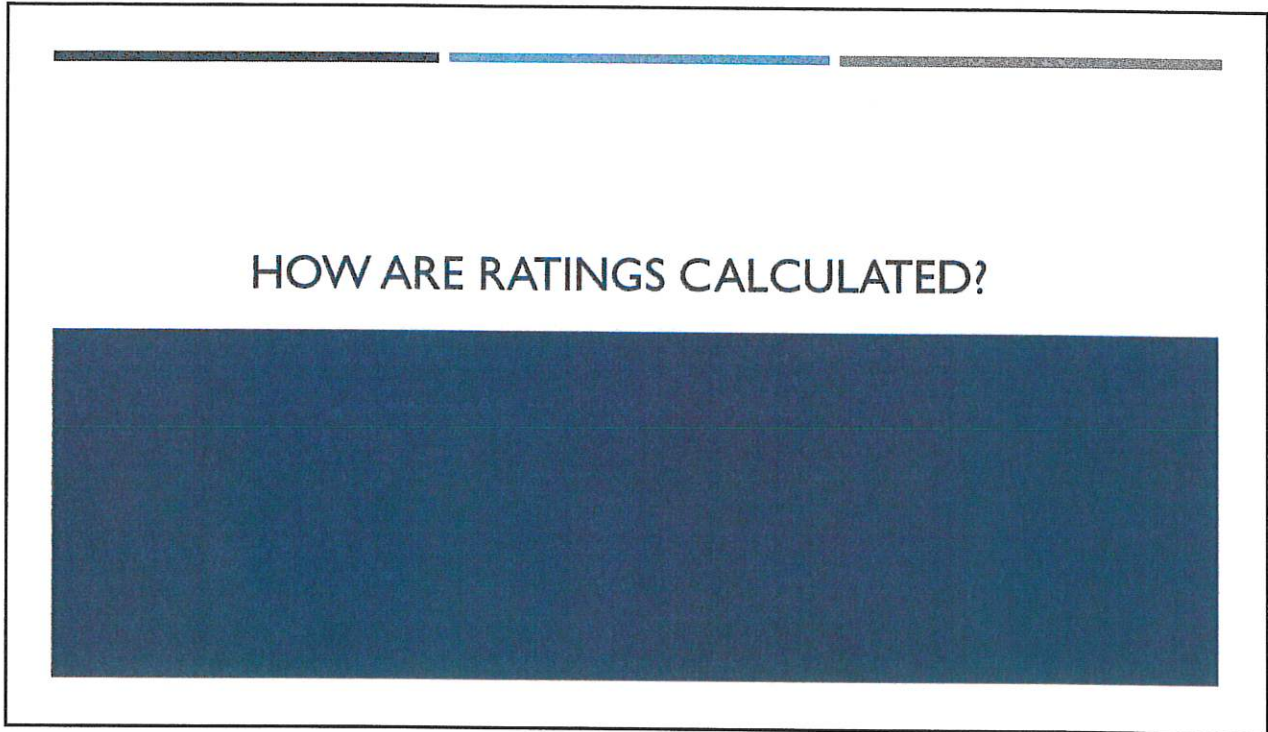
- In the A-F system, the letter-grade ratings represent these values:
 - A = Exemplary Performance
 - B = Recognized Performance
 - C = Acceptable Performance
 - D = In Need of Improvement
 - F = Unacceptable Performance

5

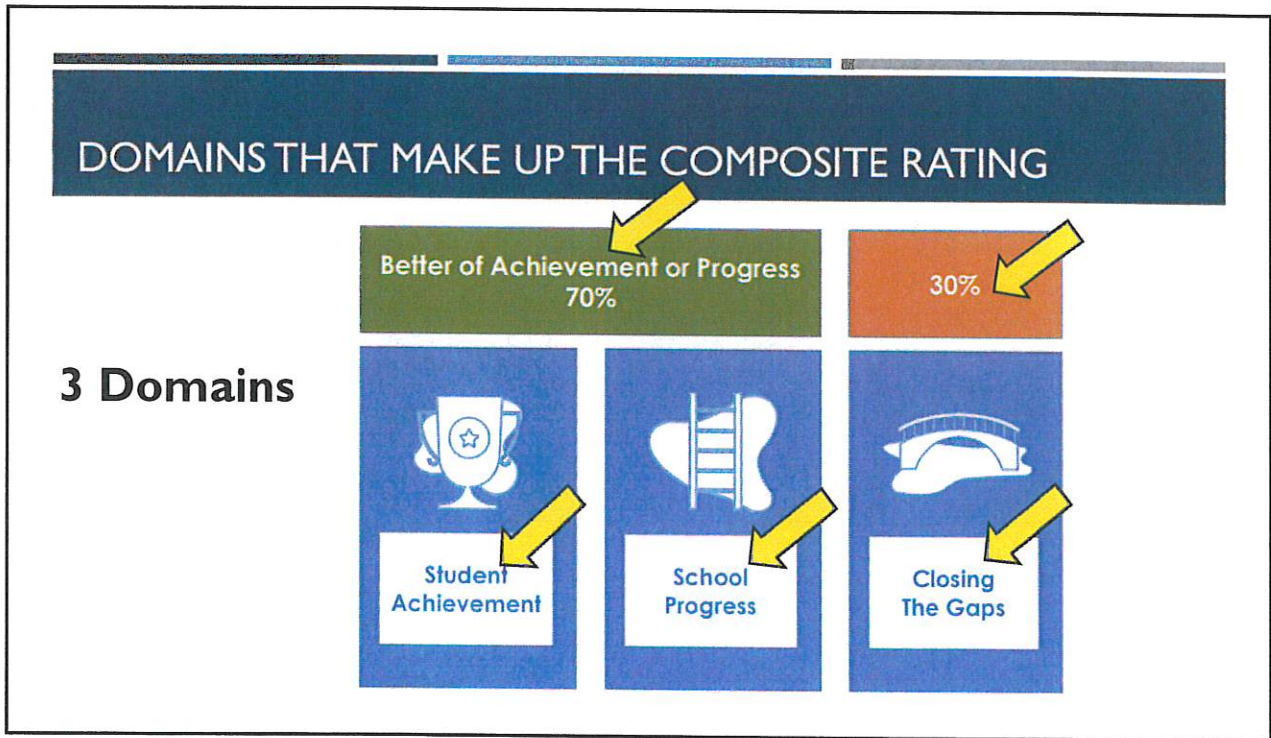
DISTINCTION DESIGNATIONS

- In addition to the A-F rating, campuses can receive up to 7 different Distinction Designations:
 - Academic Achievement in English Language Arts (ELA)/Reading
 - Academic Achievement in Mathematics
 - Academic Achievement in Science
 - Academic Achievement in Social Studies
 - Top 25% Comparative Academic Growth
 - Top 25% Comparative Closing the Gaps
 - Postsecondary Readiness

6



7



8

DOMAIN I – STUDENT ACHIEVEMENT

Student Achievement

School Progress

Closing The Gaps

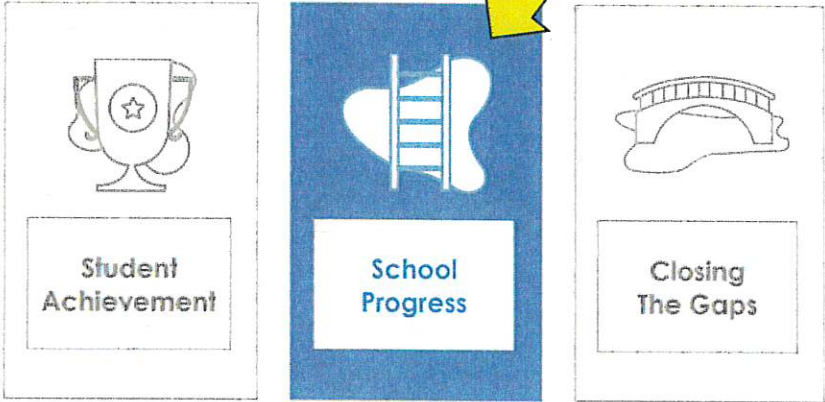
9

CALCULATING SCORE – DOMAIN I

| | | |
|--|--|---------------|
| | Elementary/Middle Schools | Weight |
| | ▪ STAAR | 100% |
| | High Schools, K-12, and Districts | |
| | ★ ▪ STAAR | 40% |
| | ★ ▪ College, Career, and Military Readiness (CCMR) | 40% |
| | ★ ▪ Graduation Rate | 20% |

10

DOMAIN II – SCHOOL PROGRESS



Student Achievement


School Progress

Closing The Gaps


11

TWO ASPECTS TO SCHOOL PROGRESS

Part A: Academic Growth



Part B: Relative Performance



A yellow arrow points to the text 'Part A: Academic Growth'.

12

MEASURING ADVANCEMENT – STUDENT ACADEMIC GROWTH

- Academic Growth measures a student's performance on STAAR last year vs. the current year.
- Points are awarded based on the difference between the 2 years.

13

MEASURING SCHOOL PROGRESS – RELATIVE PERFORMANCE

The state pulls our data for percent economically disadvantaged by campus and by district, and we are compared to other districts with similar demographics for STAAR and CCMR.

14

DOMAIN III – CLOSING THE GAPS

Student Achievement

School Progress

Closing The Gaps

15

CLOSING THE GAPS—ENSURING EDUCATIONAL EQUITY

All Students

Race/Ethnicity

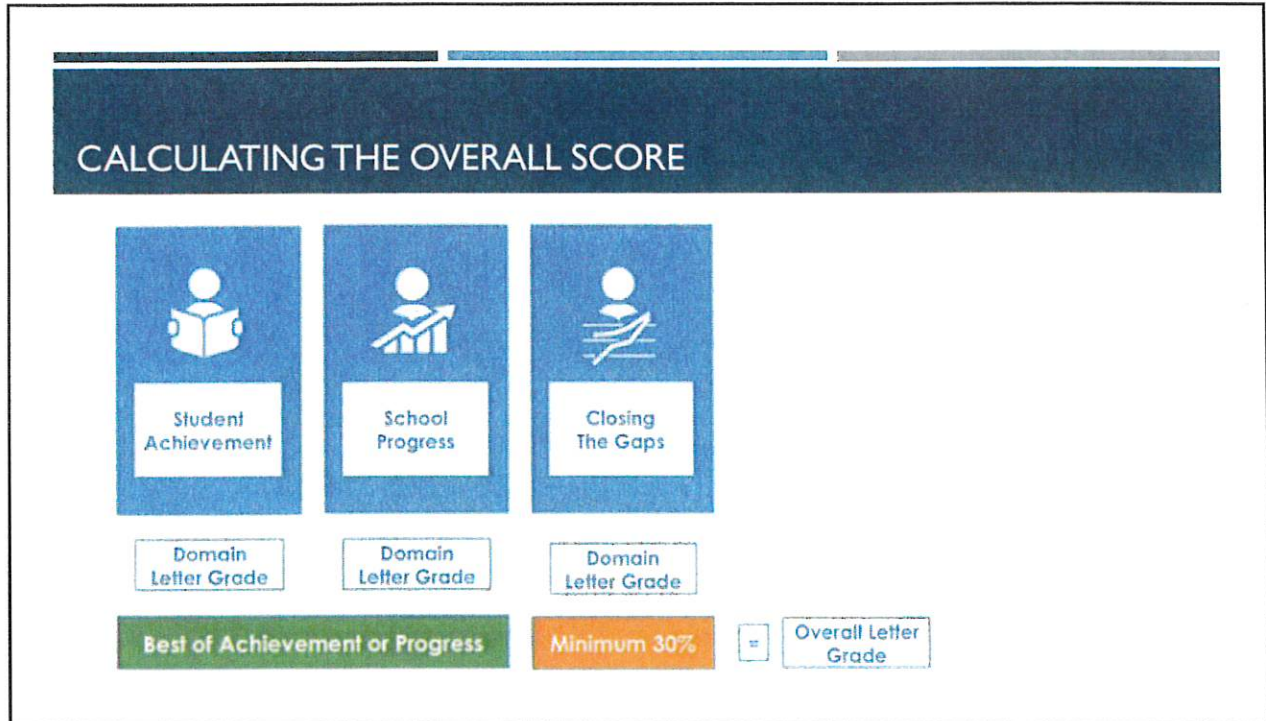
Special Education

Continuously Enrolled and Mobile

English Learners (ELs)

Economically Disadvantaged

16



17

2019 ACCOUNTABILITY RATINGS

- 2019 was the last year we had A-F ratings.
- 2020 and 2021 ratings are “Not Rated: Declared State of Disaster” due to the pandemic.

18

2019 OVERALL DISTRICT RATING

■ 89 = B Overall

| | | | |
|---------------------|------|----------------------|------|
| 1. Canutillo ISD | 91 A | 5. Fort Hancock ISD | 87 B |
| 2. Socorro ISD | 90 A | 6. Tornillo ISD | 85 B |
| 3. San Elizario ISD | 89 B | 7. Sierra Blanca ISD | 71 C |
| Ysleta ISD | 89 B | 8. Dell City ISD | 67 D |
| 4. Anthony ISD | 88 B | | |
| Clint ISD | 88 B | | |
| El Paso ISD | 88 B | | |
| Fabens ISD | 88 B | | |

19

2019 CAMPUS RATINGS

- San Elizario High School = 84 B
- GEMS = 84 B
- Alarcon = 71 C
- Borrego = 85 B
- Sambrano / Loya = 80 B

20

AREAS TO SUPPORT

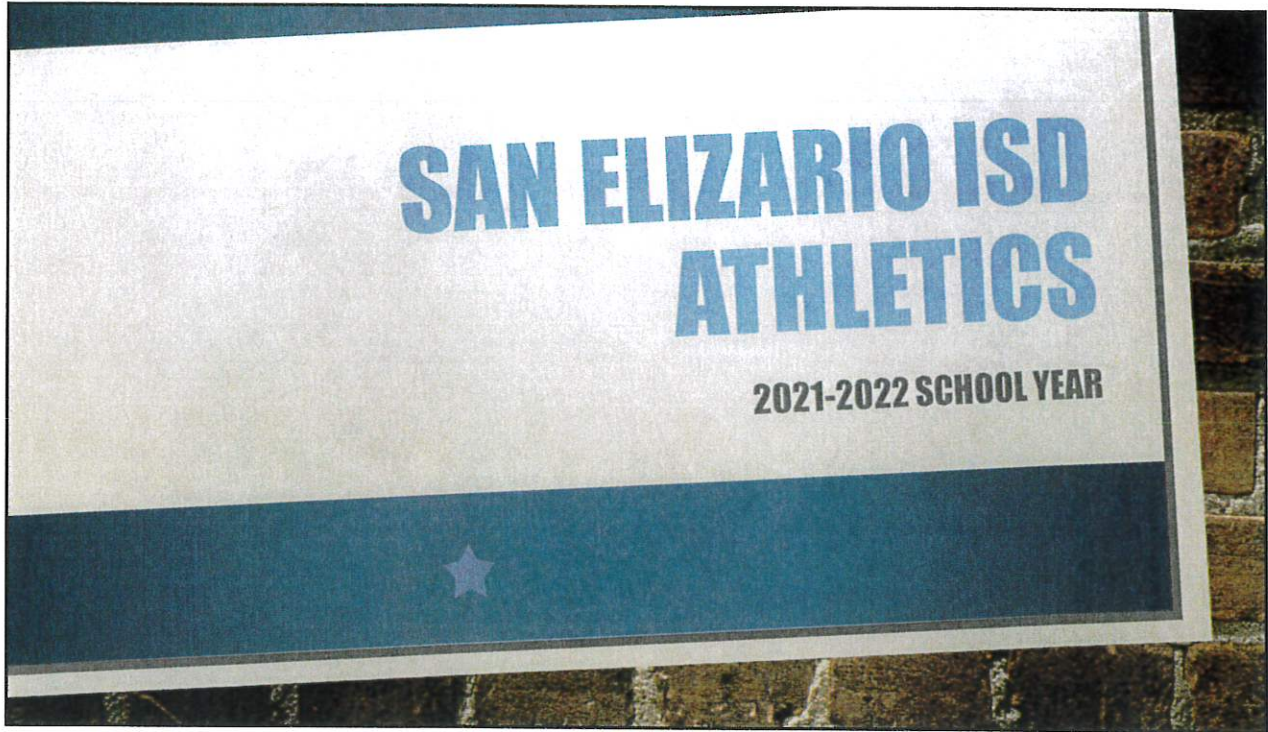
- We determined that overall areas to support were “Closing the Gaps” and “Student Achievement.”
- We worked together to determine how to improve in these 2 areas, and were poised to earn an “A” in 2020.
- We will be “Not Rated” again in 2021, but will likely be rated with the A-F system in 2022.
- Accountability Ratings are reported to the Board and to the public annually.

21

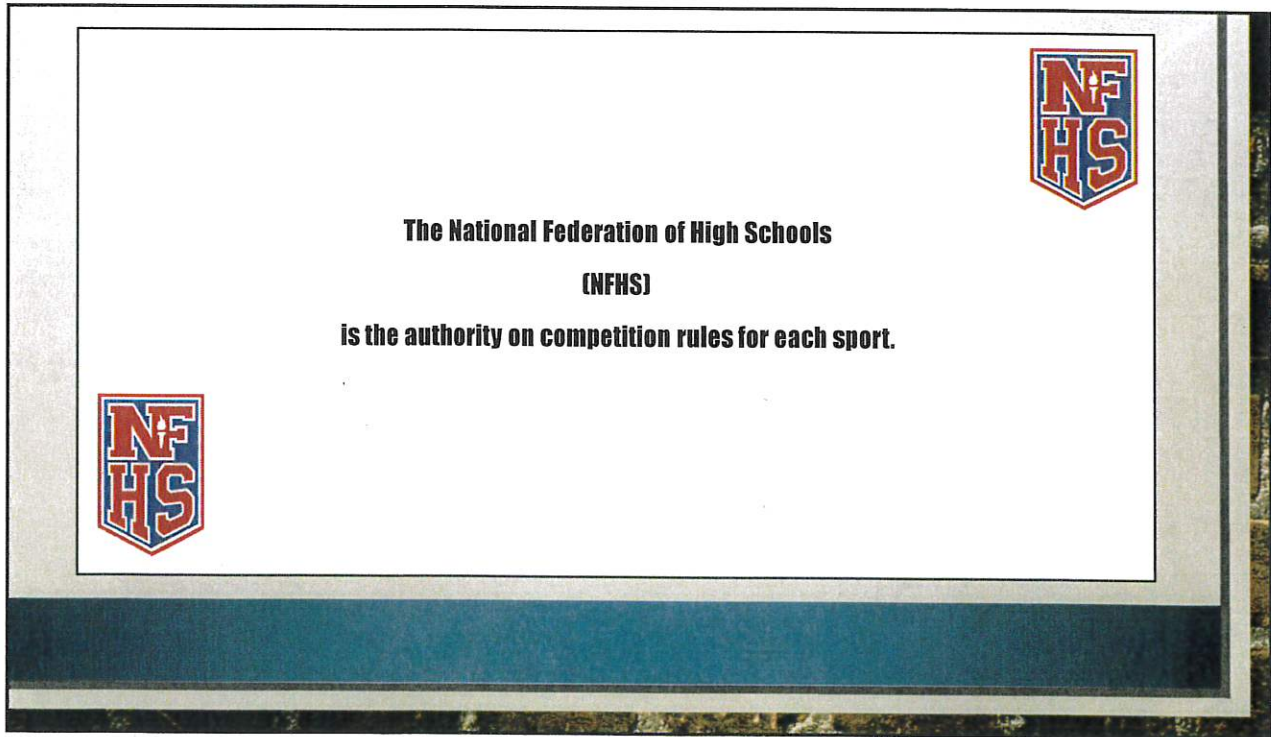
QUESTIONS?



22



1



2

- **The University Interscholastic League (UIL) along with the Texas Education Agency (TEA) sets rules regarding:**
 - **Number of games to be played**
 - **Eligibility rules, including residence and academics**
 - **No Pass, No Play (TEA)**
 - **Playoff format**
 - **Additional sports rules**
- **UIL also enforces rules and regulations regarding coaches.**
 - **All coaches must be full time district employees (exception Co-Op students: full time college students that are allowed to coach at the middle school level only)**

3

TEA REQUIRED CERTIFICATIONS TEXAS EDUCATION CODE REQUIREMENTS

- **TEC Chapter 33.086 – Certification – CPR and First Aid Training**
 - **Athletics coaches, athletic trainers, cheerleading sponsors and other head directors of UIL extra-curricular activities must have a current certification filed with the district.**
- **TEC Chapter 22.902 – Certification – AED Training**
 - **Athletic coaches and sponsors, school nurses, PE teachers, marching band directors, and students that serve as an athletic trainer must have a current certification filed with the district.**
- **TEC Chapter 33.202 – Annual Requirement – Safety Training**
 - **Training provided by UIL within the Rules Compliance Program (RCP). Athletic coaches must complete prior to contact with students.**
- **TEC Chapter 38.158 – Annual Requirement – Concussion Training**
 - **Athletic coaches, athletic trainers and potential members of the Concussion Oversight Team must complete the training annually.**

4

UIL REQUIREMENTS COACHES CERTIFICATION PROGRAM (CCP)

- **The CCP consists of both UIL and state law requirements and requires a coach to complete the prescribed components on a yearly basis, prior to their sport season. Completion of the CCP will recognize coaches as UIL certified coaches.**

5

REQUIRED CCP MODULES

- **Constitution & Contest Rules**
- **Ethics**
- **UIL Steroid Education**
- **Safety Training (state law)**
- **Concussion Training (state law)**
- **Sports Specific Training – each sport has it's own sport specific module**

6

REQUIRED CCP MODULES

- **Football coaches only – Best Practices in Tackling certification will be required for all first year football coaches for all football coaches every two years. Training could happen in 2018 (and subsequent years) at the THSCA coaching school or online beginning April 1, 2019. All football coaches are required to have this certification completed by August of 2019.**
- **First Year Coaches Only – Fundamentals of Coaching in Texas – required for first year coaches (or JH volunteers) or coaches in their first year to coach in the state of Texas.**
- **Cheerleading Coach/Sponsor only – Safety/Risk Minimization for Cheerleading Course**
 - **Must have a current certification or annual training completed prior to contact with participants.**

7

REQUIRED CCP MODULES

- **Districts determine the organization that will provide the certification or training.**
- **Resources are available, but not limited to those on the link from the UIL web site.**

8

WHAT SPORTS DO WE OFFER?



9

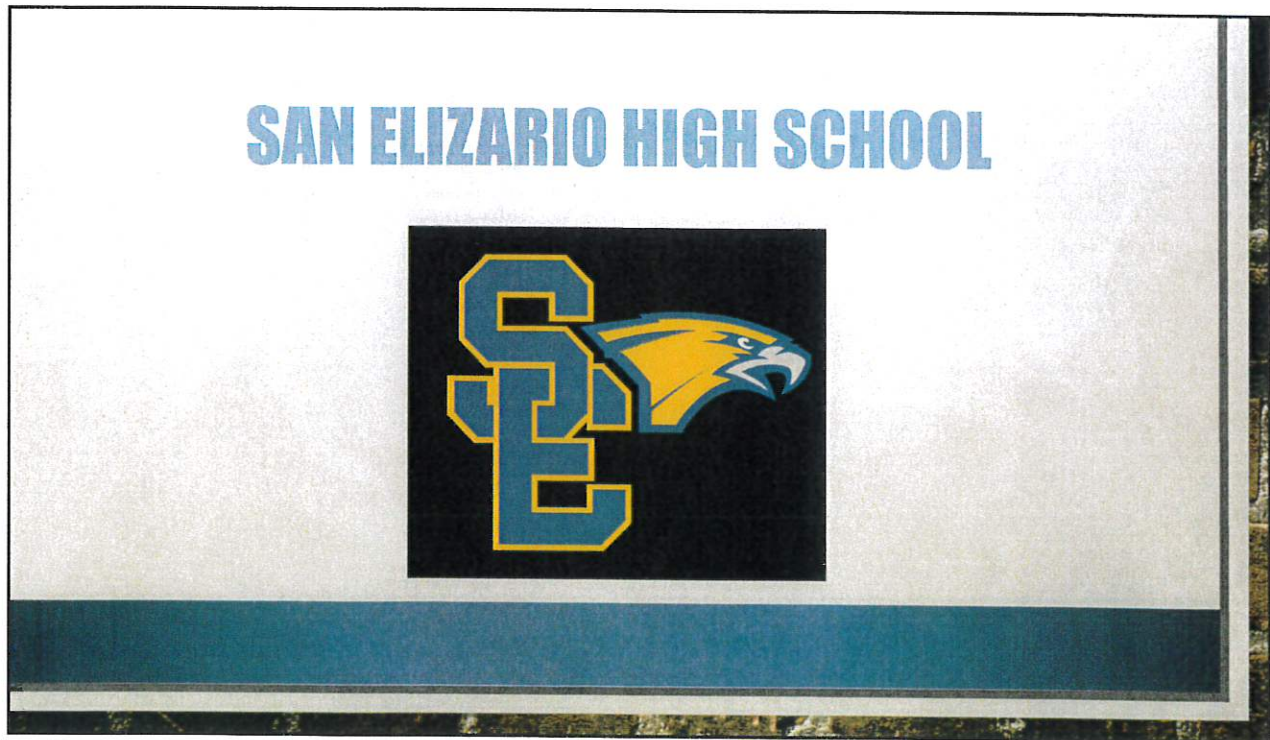
MIDDLE SCHOOL

- **We compete in the Little 13 Conference and in the East Division. The Little 13 Conference consists of small county middle schools: Garcia-Enriquez, Fabens, Tornillo, Clint, Horizon, Ricardo Estrada, East Montana, Alderete, Canutillo, Anthony, Gadsden, Chaparral, and Santa Teresa, Ft. Hancock and Harmony.**
- **As per UIL, Middle School students are allowed to participate in games/contests only once a week.**

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11



12



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VOLLEYBALL

Head Coach:
David Desroisers

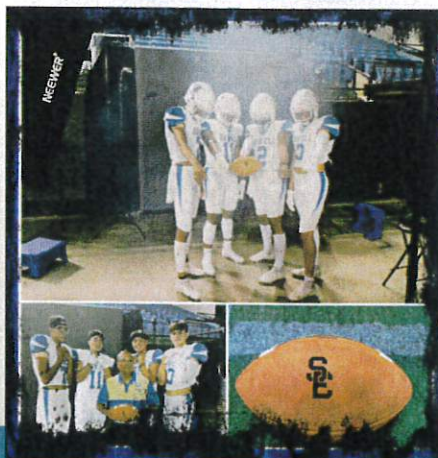


13

FOOTBALL



Head Coach:
Robert Herrera
Offensive Coordinator:
Sergio Aguilera
Defensive Coordinator:
Angel Gonzalez






Assistants:
Jonathan Hernandez
Federico Contreras
George Almanzar
Norman Harrison
Jacob Pineda
Sergio Jasso
Miguel Mendez

14

TENNIS



- **Head Coach:**
 - Daniel Sosa



15


CROSS COUNTRY

- **Coaches**
 - Cesar Morales
 - Jorge Maese

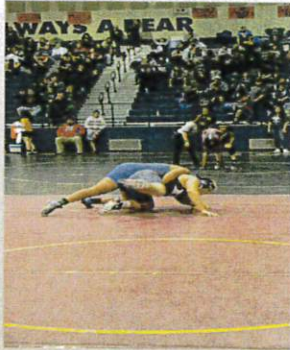


16

WRESTLING



- **COACH**
 - Sergio Jasso



17



BOYS' BASKETBALL

- **BOYS' HEAD COACH**
 - MAURICIO PEREZ



PIC-COLLAGE

18

GIRLS' BASKETBALL



- **GIRLS' HEAD COACH**
- **Josefina Contreras**

19

GIRLS' SOCCER



- **GIRLS' HEAD COACH**
- **Miguel Mendez**

20

BOYS' SOCCER



Head Coach:
Max Sappenfield

21



TRACK AND FIELD

Coaches:
Cesar Morales
Jorge Maese





San Elizario runner Edwin Gomez hugs teammate Christopher Moreno after taking first and second place in the UIL State Class 4A 800-meter race at the University of Texas at Austin's Mike A. Myers stadium on May 6, 2021.
AARON E. MARTINEZ / AMERICAN-STATESMAN

22


SOFTBALL

**Head Coach:
Angel Gonzalez**




23

BASEBALL



**Head Coach:
Federico Contreras**



24



25

San Elizario ISD Nutrition Services

"PROMOTING HEALTHY EATING EVERY DAY"

1

Offering a variety of programs and services
to meet the needs of our students

- National School Lunch Program
- National School Breakfast Program
- After-school Snack Program
- At-Risk Supper Program
- Fresh Fruit and Vegetable Program (FFVP)
- Summer Food Service Program
- Catering Service
- Celebratory Meals
- Community Engagement Meals

2

MEALS - By the numbers

We serve an average of 1.2 million meals each year in a typical year.

| Breakfast | 438,434 |
|---------------------|---------|
| Lunch | 553,221 |
| Supper | 37,330 |
| Snacks | 14,567 |
| FFVP | 211,442 |
| Summer Food Service | 17,572 |

3

Revenue by program

(Typical Revenue)

| Breakfast | \$851,054 |
|--------------|-------------|
| Lunch | \$1,919,475 |
| Snacks | \$15,694 |
| FFVP | \$84,273 |
| Supper | \$130,343 |
| Summer meals | \$47,912 |
| Sales | \$157,701 |

4

A tradition of program excellence

2021 TDA Administrative Review Pending

2020 Summer Food Service Program Waivers - Full Compliance

2017 Texas Department of Agriculture (TDA) Administrative Review - Exemplary Rating

2016 TDA Summer Food Service Review - Exemplary Rating

2014 TDA Administrative Review - Exemplary Rating

2013 Summer Food Service Review – Exemplary Rating

5

A tradition of expanding services

Feeding the community throughout the pandemic

Expanding Breakfast-in-the-Classroom

First in the region to implement the supper program

Extending the operating period for summer meals

Offering celebratory/recognition meals

Offering end-of-year banquets

Offering meals to teams visiting our district for academic and athletic events

6

Creating new opportunities for students

Abuelita's Kitchen Cooking Academy



7



8



9

Engaging with parents and community

Annual Senior Citizen Thanksgiving Celebration Meal

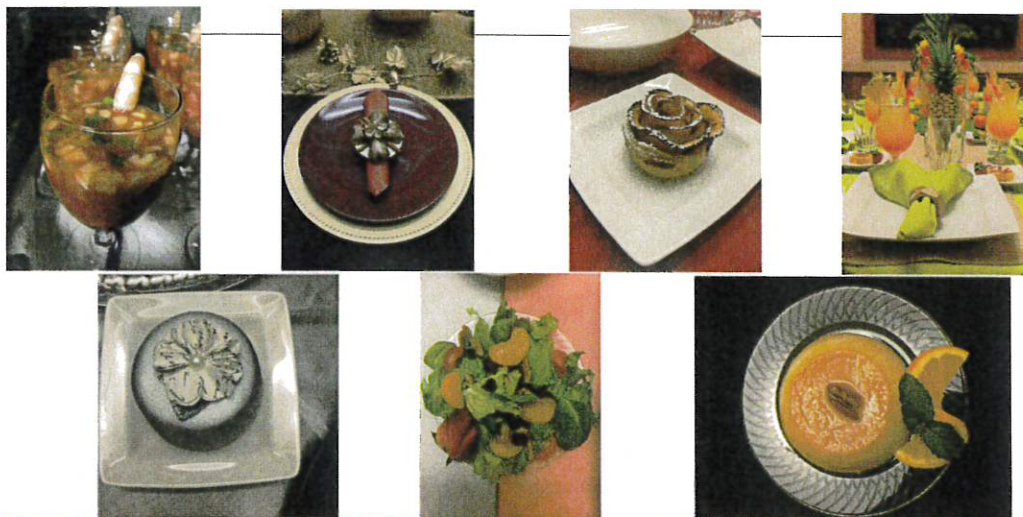
"Taste of San Eli" food sampling of school menu items. This is done at Health Advisory Council meetings.

Presentations and food sampling for parents. This is done on parent/teacher conference days.



10

A tradition of excellence in catering



11

All done by staff that are committed to EXCELLENCE



12

Reference Material

13

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

| Meal Pattern | Breakfast Meal Pattern | | | Lunch Meal Pattern | | |
|--|---|-------------------------|--------------------------|--------------------|------------|-------------|
| | Grades K-5 ^a | Grades 6-8 ^a | Grades 9-12 ^a | Grades K-5 | Grades 6-8 | Grades 9-12 |
| | Amount of Food ^b Per Week (Minimum Per Day) | | | | | |
| Fruits (cups) ^{c,d} | 5 (1) ^e | 5 (1) ^e | 5 (1) ^e | 2½ (½) | 2½ (½) | 5 (1) |
| Vegetables (cups) ^{c,d} | 0 | 0 | 0 | 3½ (½) | 3½ (½) | 5 (1) |
| Dark green ^f | 0 | 0 | 0 | ½ | ½ | ½ |
| Red/Orange ^f | 0 | 0 | 0 | ¼ | ¼ | ¼ |
| Beans/Peas (Legumes) ^f | 0 | 0 | 0 | ½ | ½ | ½ |
| Starchy ^f | 0 | 0 | 0 | ½ | ½ | ½ |
| Other ^{f,g} | 0 | 0 | 0 | ½ | ½ | ¼ |
| Additional Veg to Reach Total ^b | 0 | 0 | 0 | 1 | 1 | 1½ |
| Grains (oz eq) ^h | 7-10 (1) ^j | 8-10 (1) ^j | 9-10 (1) ^j | 8-9 (1) | 8-10 (1) | 10-12 (2) |
| Meats/Meat Alternates (oz eq) | 0 ^k | 0 ^k | 0 ^k | 8-10 (1) | 9-10 (1) | 10-12 (2) |
| Fluid milk (cups) ^l | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) |
| Other Specifications: Daily Amount Based on the Average for a 5-Day Week | | | | | | |
| Min-max calories (kcal) ^{m,n,o} | 350-500 | 400-550 | 450-600 | 550-650 | 600-700 | 750-850 |
| Saturated fat (% of total calories) ^{n,o} | < 10 | < 10 | < 10 | < 10 | < 10 | < 10 |
| Sodium (mg) ^{q,p} | ≤ 430 | ≤ 470 | ≤ 500 | ≤ 640 | ≤ 710 | ≤ 740 |
| Trans fat ^{r,s} | Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving. | | | | | |

14

Child Meal and Snack Requirements

| Current Meal Patterns (may be followed through September 30, 2017) | | | |
|--|---|-----------------|--------------------|
| Food Components for Ages 6-12 | Breakfast | Lunch/Supper | Snack ¹ |
| Milk | | | |
| Milk, fluid low-fat (1%) or fat-free (skim) | 1 cup | 1 cup | 1 cup |
| Vegetables and/or Fruits² | | | |
| Vegetable(s) and/or fruit; or | ½ cup | ¾ cup | ¾ cup |
| Vegetable or fruit juice (full strength) ² | ½ cup | ¾ cup (6 fl oz) | ¾ cup (6 fl oz) |
| Grains and Breads³ | | | |
| Bread; or | 1 slice | 1 slice | 1 slice |
| Combread, biscuits, rolls, or muffins, etc.; or | 1 serving | 1 serving | 1 serving |
| Cold dry cereal; or | ½ cup or 1 oz | ½ cup or 1 oz | ½ cup or 1 oz |
| Cooked pasta or noodle product; or | ½ cup | ½ cup | ½ cup |
| Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads | ½ cup | ½ cup | ½ cup |
| Meat and Meat Alternates⁴ | | | |
| Lean meat or poultry or fish; or | A meat/ meat alternate is not required at breakfast | 2 oz | 1 oz |
| Cheese; or | | 2 oz | 1 oz |
| Eggs; or | | 1 large egg | ½ large egg |
| Alternate protein product; or | | 2 oz | 1 oz |
| Cooked dry beans or peas; or | | ½ cup | ¼ cup |
| Peanut butter or soy nut butter or other nut or seed butters; or | | 4 tbsp | 2 tbsp |
| Peanuts or soy nuts or tree nuts or seeds ⁵ ; or | | 1 oz = 50% | 1 oz |
| Yogurt ⁶ ; or | | 8 oz or 1 cup | 4 oz or ½ cup |

At-Risk Alterschool Guide Page 34

15

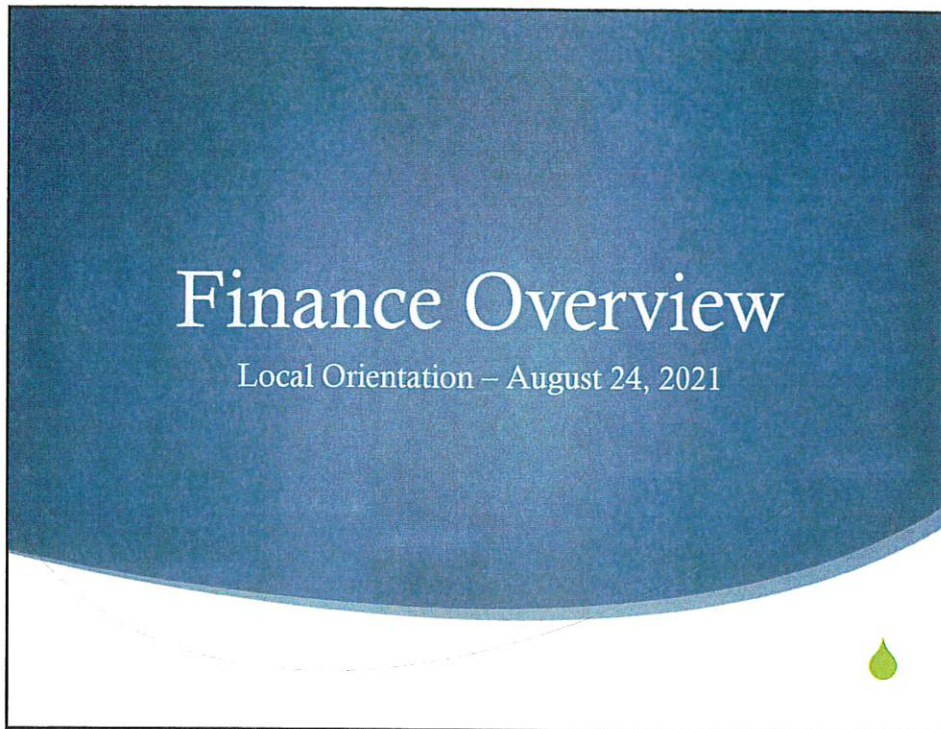
Offer Verses Serve Poster

Make Your Choice
C O U N T

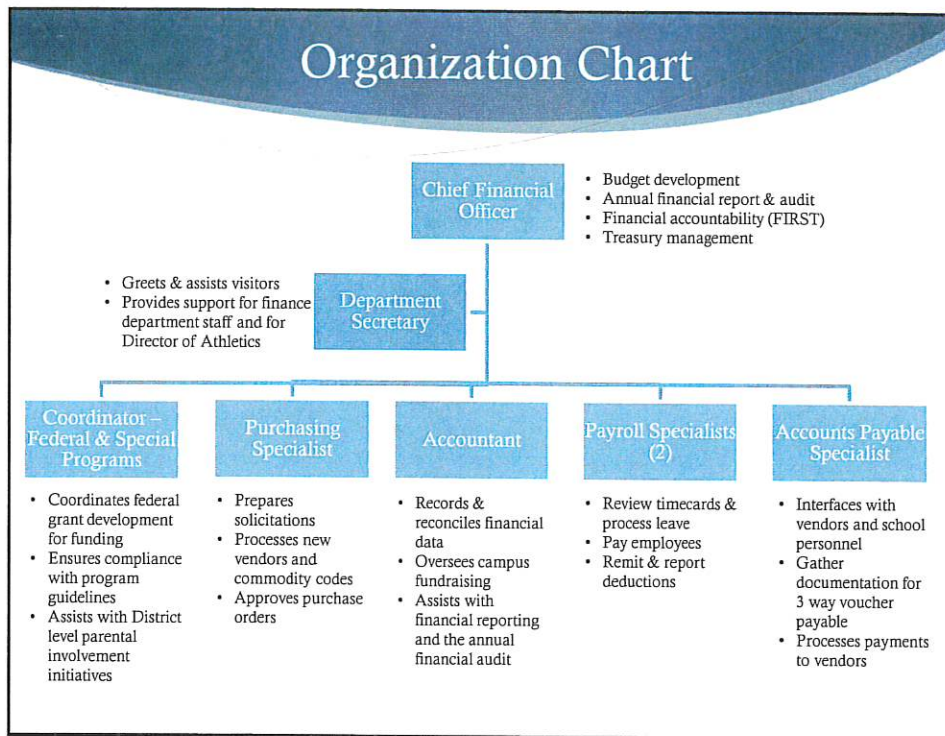
Take at least **3** of the five food components
One of your choices must be ½ cup Fruit or ½ cup Vegetable for the meal to be reimbursable.

- 1. Fruits**
Choose fresh, frozen, canned, or dried.
- 2. Veggies**
Options include dark green, red/orange, dried beans and legumes and starch.
- 3. Grains**
Choose whole-grain foods when possible.
- 4. Meats**
Meat Alternates
Beef, chicken, turkey, fish, yogurt or cheese.
- 5. Milk**
Full-fat or low-fat (1%) milk. Same amount of calcium and other essential nutrients as whole milk, but fewer calories and less saturated fat.

16



1



2

District Budget

Legal Requirements for Budget

*The budget is adopted
by the Board in June*

Sections 44.002 through 44.006 of the Texas Education Code establish the legal requirements for budget development in school districts and the Texas Education Agency has developed additional requirements:

- The Superintendent shall prepare the budget. The district budget must be prepared by June 19th.
- The President of the Board of Trustees must call a public meeting of the Board of Trustees, giving ten days public notice in a newspaper, for the adoption of the district budget. Any taxpayer in the district may be present and participate in the meeting.
- The budget must be adopted by the Board of Trustees by June 30th.
- The budget must be legally adopted before the adoption of the tax rate.
- At a minimum, budgets for the General Fund, Food Service Fund, and Debt Service Fund must be included in the official district budget.
- A school district must amend the official budget before exceeding a functional expenditure category.
- The District operates on a fiscal year beginning July 1 and ending June 30.

3

2021-22 Adopted Budget – General Fund

| Revenue Category | Amount | % |
|---------------------------------------|--------------|------|
| Local and Intermediate Sources (5700) | \$3,101,144 | 8% |
| State Program Revenues (5800) | \$30,725,856 | 79% |
| Federal Program Revenues (5900) | \$5,268,000 | 13% |
| <i>Total Revenues</i> | \$39,095,000 | 100% |

| Expenditure Category | Amount | % |
|--|--------------|------|
| Payroll Costs (6100) | \$30,549,389 | 78% |
| Professional and Contracted Services (6200) | \$2,924,499 | 7% |
| Supplies and Materials (6300) | \$4,652,671 | 12% |
| Other Operating Expenditures (6400) | \$801,392 | 2% |
| Debt Service (6500) | \$0 | 0% |
| Capital Outlay – Land, Buildings, and Equipment (6600) | \$366,304 | 1% |
| <i>Total Expenditures</i> | \$39,294,255 | 100% |

4

Tax Rates

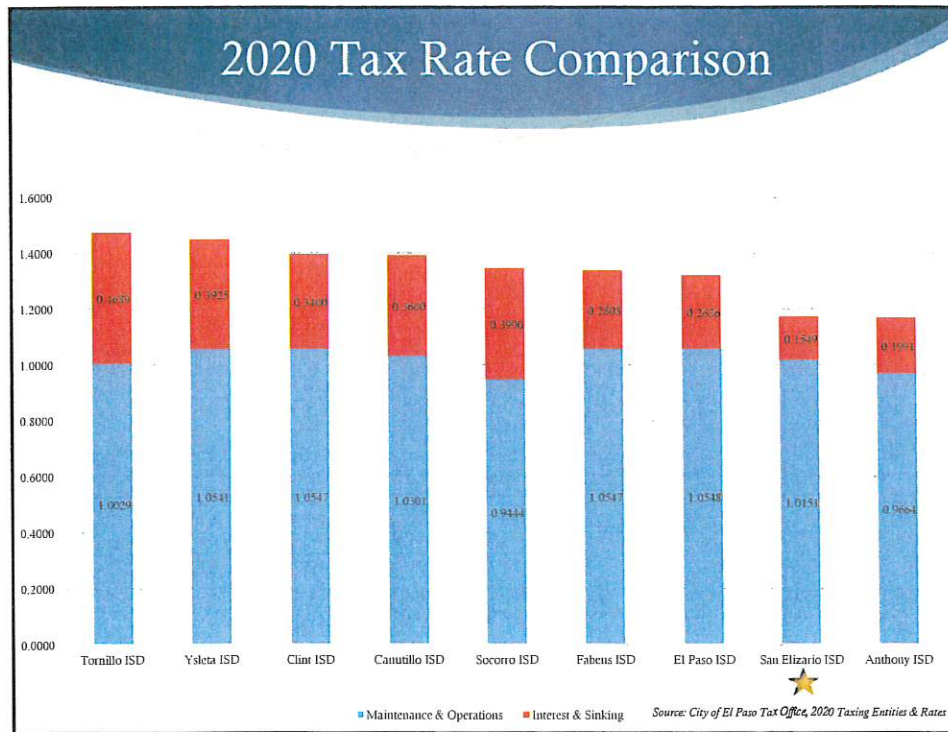
The tax rate is adopted by the Board in September

- ◆ What are property taxes?
 - ◆ Property taxes are local taxes that pay for schools, streets, police, fire protection and many other services depending on the governmental entity levying the tax.
- ◆ What is the District's tax rate comprised of?
 - ◆ Maintenance & Operations (M&O)
 - ◆ Teachers/Support Staff Salaries
 - ◆ Supplies, Materials, & Equipment
 - ◆ Transportation & Utilities
 - ◆ Interest & Sinking (I&S)
 - ◆ Construction Projects
 - ◆ School Buildings

Tax Rate

- M&O
- I&S

5




6

Accounting

FUND ACCOUNTING

- Each fund is a separate fiscal entity in the school district much the same as various corporate subsidiaries are fiscally separate in private enterprise.
- The separate funds are established by the school district for the specific activities and objectives in accordance with statutes, laws, regulations, restrictions, or for specific sources.



Governmental

- Food Service Fund
- General Fund
- Special Revenue Funds
- Debt Service Fund
- Capital Projects Fund

Internal Service

- Health Insurance Fund
- Workers Compensation Fund

Fiduciary

- Student Club Funds

Account Code Structure

| Fund | Function | Object | Sub Object | Organization | Program Intent |
|---|---|---|---|---|--|
| XXX | XX | XXXX | XX | XXX | XX |
| Identifies the purpose and source of the resource | Identifies the purpose of the expenditure | Identifies what commodity/ service is being purchased | An extension of the object code to further define the nature and object of an account | Identifies the campus/ department attributable to the expenditure | Identifies the attributable student population group |

7

Audit

ACCOUNTING AUDITS

CFC (LEGAL)

Annual Audit

The board shall have its district fiscal accounts audited annually at district expense by a certified or public accountant holding a permit from the State Board of Public Accountancy. The audit must be completed following the close of each fiscal year.

The independent audit must meet at least the minimum requirements and be in the format prescribed by the State Board of Education (SBOE), subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the district through the Public Education Information Management System (PEIMS).

The audit report is presented for Board approval in November

Education Code 44.008(a), (b)

| Annual Financial Report Summary by Fiscal Year | 2019-2020 | 2018-2019 | 2017-2018 |
|--|---------------|---------------|---------------|
| Auditors Opinion | Unmodified | Unmodified | Unmodified |
| Financial Statement Findings | None | None | None |
| Federal Award Findings and Questioned Costs | None | None | None |
| General Fund Unassigned Fund Balance | \$ 10,358,436 | \$ 11,767,208 | \$ 11,213,819 |
| General Fund Total Fund Balance | \$ 10,805,201 | \$ 13,172,180 | \$ 15,093,529 |

8

FIRST

Financial Integrity Rating System of Texas

The state's school financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), ensures that Texas public schools are held accountable for the quality of their financial management practices and that they improve those practices. The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes.

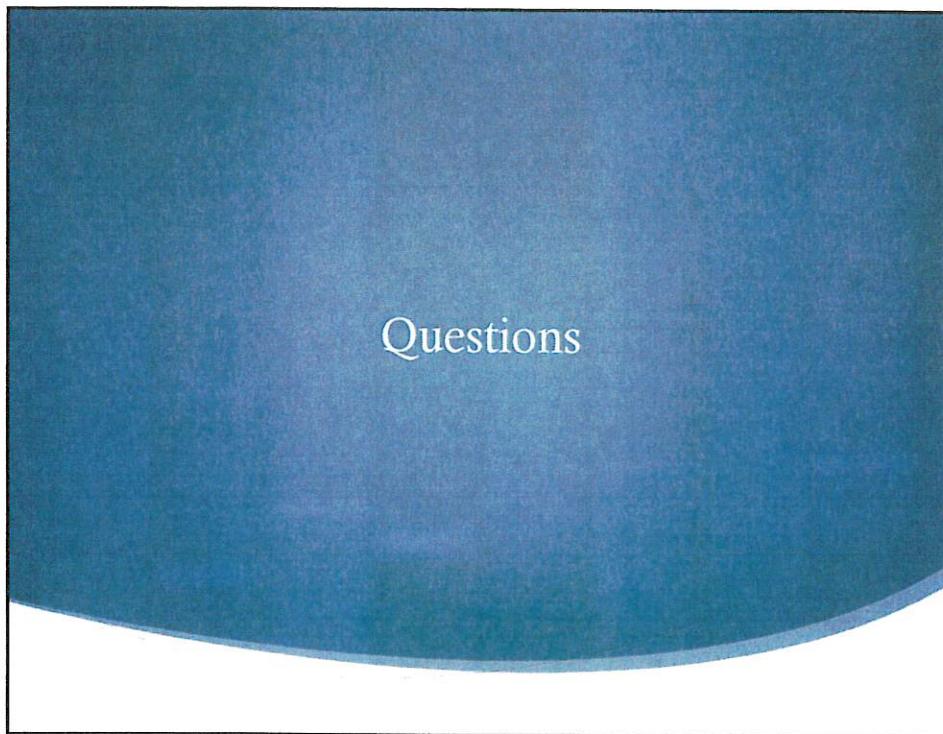
Types of indicators that are scored:

- ✓ Critical Indicators
- ✓ Solvency Indicators
- ✓ Financial Competence Indicators

FIRST ratings are usually released by TEA in August and presented to the Board in November

| CDN | School District | 2020-21 Score | 2019-20 Score | 2018-19 Score | 2017-18 Score | 2016-17 Score |
|--------|-------------------------|---------------|---------------|---------------|---------------|---------------|
| 071901 | Clint ISD | 100 | 98 | 96 | 96 | 98 |
| 071902 | El Paso ISD | 96 | 98 | 96 | 84 | 92 |
| 071903 | Fabens ISD | 96 | 86 | 58 | 0 | 90 |
| 071904 | San Elizario ISD | 94 | 92 | 88 | 98 | 98 |
| 071905 | Ysleta ISD | 92 | 98 | 98 | 98 | 98 |
| 071906 | Anthony ISD | 88 | 86 | 96 | 96 | 96 |
| 071907 | Canutillo ISD | 100 | 96 | 90 | 86 | 86 |
| 071908 | Tornillo ISD | 92 | 84 | 96 | 86 | 86 |
| 071909 | Socorro ISD | 96 | 96 | 96 | 96 | 100 |


9



10

Local Orientation


#SanEliNation




Human Resources Department

1


Meet the Human Resources Team




Debbie Betancourt
Certification/Data
Management
Analyst




Roberto Gallegos
Coordinator – At Risk
Management




Elizabeth Guerrero
Specialist – Human
Resources



Fanny Gallardo
Department Secretary



Yvette Schuller
P&I
Secretary/Receptionist



2

Human Capital

❖ 604 Employees

❖ 196 Teachers

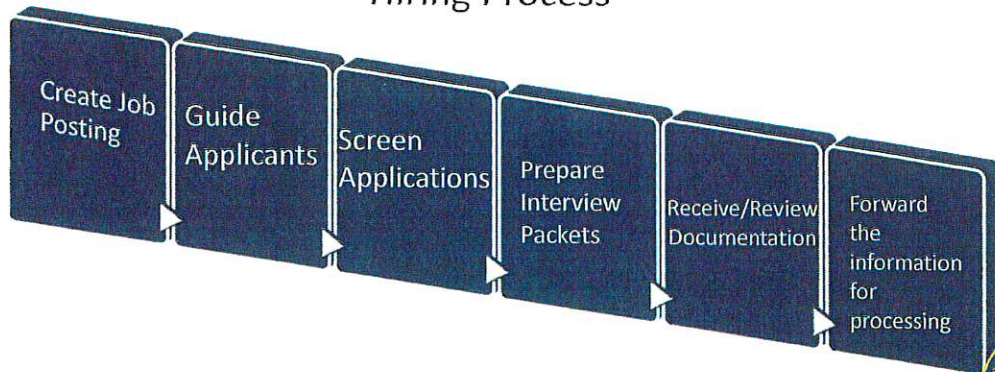
❖ 56 Guest Teachers



3

Department of Human Resources

Hiring Process



Human Resources Specialist

4

Department of Human Resources

Other Duties:

- Conduct background checks for all volunteers, interns and all candidates being recommended for employment
- Submit request for fingerprints for recommended candidates and unsubscribe inactive employees from clearinghouse
- Manage and monitor all guest teacher assignments
- Process recommendation for selected candidates
- Conduct driver's license checks for all employees driving a district vehicle
- Assist with the Coordinating Teacher/Employee of the Year event



Human Resources Specialist

5

Department of Human Resources



HR Certification/Data Analyst

6

Department of Human Resources

Other Duties:

- Assist with the review of the employee handbook is updated annually and distributed
- Coordinate and manage all recruitment at job fairs
- Prepares compliance reports for ESSA and certification as required for State Board
- Ensures all certified employees meet ESSA requirements for respective position
- Plan and coordinate guest teacher orientations
- Manages contract renewals and also issues contracts to new employees and issues new contracts for employee promotions
- Manages the administration of electronic letters of "reasonable assurance" for non-contract employees



HR Certification/Data Analyst

7

Department of Human Resources

- Assist Payroll in auditing pay information after pay raises have been applied
- Provide Superintendent's Office with employment list for board
- Assist Director in managing Frontline data
- Complete the initializing process in Frontline every new contract year
- Entering Pay Grade information
- Maintaining Roles
- Maintaining PCN's (creating and closing PCN's)
- Process Exits on resigned/terminated employees
- Manage Exit Interview process



HR Certification/Data Analyst

8

Department of Human Resources

- Oversee the District's Workers' Compensation program to include workers' compensation claims handling and ensuring compliance with the Texas Division of Workers' Compensation Act
- Maintain all workers' compensation claim records
- Ensure that the District is in compliance with district, state and federal safety regulations to include compliance with the Family Medical Leave Act and the Affordable Care Act
- Oversee the District's risk management, loss control and safety programs
- Oversee the District's employee benefits program which includes meeting and coordinating with benefit insurance carrier representatives to assure efficiency in dealing with employee claims and enrolling all benefit eligible employees
- Maintain all benefit enrollment records and benefit insurance contracts
- Provide monthly contribution files to vendors for employee disability insurance, annuities, health savings accounts, medical flexible spending accounts and life insurance
- Oversee the District's commercial insurance to include property, auto, school liability, professional legal liability and general liability. Maintain commercial insurance contracts



At Risk Coordinator

9

Department of Human Resources

- Greets and directs visitors
- Handles department phone calls
- Responsible for service records requests
- Maintains employee's files
- Assists HR Director in gathering information pertaining to unemployment claims
- Assists HR Director with open records requests
- Assists with the processing of end-of-year stipends
- Submits all purchase orders for the department
- Assists HR Director with the updating/creation of Job Descriptions
- Submits payroll report to the Bureau of Labor Statistics
- Web Master for the Department



Secretary – Human Resources

10

Department of Human Resources

| Hiring Process | Compensation | Appraisal | Job Descriptions |
|--|--|---|--|
| <ul style="list-style-type: none"> • Ensure compliance with all applicable laws • Screening of Applicants • Review of Recommendations | <ul style="list-style-type: none"> • Annual review of compensation plan • Make recommendations regarding policies and procedures for salary, fringe benefits, and other personnel functions. • Submit all annual salary reports to TASB | <ul style="list-style-type: none"> • Coordinate the employee evaluation process • Prepare and provide the list for TTESS evaluations (depending on cycle) | <ul style="list-style-type: none"> • Ensure compliance with applicable laws • Create new job descriptions as necessary |



Director – Human Resources

11

Department of Human Resources

Other Duties:

- Handle all COVID-19 Reports for employees
- Work cooperatively with others to ensure compliance with personnel laws and regulations (EEO, EEOC, Title IX, Fair Labor Standards Act)
- Ensure that the employee handbook is compiled, updated, at least annually, and distributed
- Work with others to compile and report projections of personnel and facility needs
- Provide leadership in addressing challenges facing the profession; pursue professional development activities; disseminate ideas and information to other professionals.



Director – Human Resources

12

Department of Human Resources

Other Duties:

- Handle all grievances and other employee concerns
- Unemployment Hearings
- Assist supervisors with discipline related issues and growth plans
- Ensure timely reporting of statistics and corrections in the area of PEIMS for the Human Resource Department
- Interpret HR policies and regulations for the district to all employees
- Create administrative regulations for review and approval as necessary to address district's needs
- Manage all activities related to the Teacher and Employee of the Year events



Director – Human Resources

13

Department of Human Resources

Other duties handled by HR:

- Days on duty calendars
- New employee orientation
- New guest teacher orientation
- Job Fairs
- Employee appreciation
- Human Resources annual audit



14

PEIMS Overview

Presented by: **Melissa Urenda**
PEIMS /Student Systems Coordinator

1

What is PEIMS?

The Public Education Information Management System (PEIMS) is the legislatively mandated set of data collected by TEA about public education, including student, staff, course, financial, and organizational information.

TSDS PEIMS

The Texas Student Data System (TSDS) is a statewide system for collecting and reporting education data for publicly funded schools in the State of Texas. Replacing and expanding on the existing legacy PEIMS system, TSDS offers an easier way to collect and manage data.

2

How is PEIMS Data Used?

Each year the PEIMS department is responsible for submitting district data electronically to the state via standardized computer files as defined by the TEDS Data Standards. The information submitted determines funding and is used by the state to measure compliance in several programs. Data accuracy is critical and the primary function of the PEIMS Staff.

Data collected through PEIMS is used by several TEA programs to create reports, including the following:

- ❖ TEA Standard Reports
- ❖ Texas Academic Performance Reports (TAPR)
- ❖ Accountability System
- ❖ Snapshot
- ❖ Pocket Edition

3

PEIMS Submissions

Fall Collection – December (Based on October Snapshot)

- Calculate compensatory entitlement
- Monitor special programs
- Report to the federal government
- Calculate retention
- Calculate basic profiles for AEIS

Mid year Collection – January

Midyear data include actual audited financial data from the previous year

- Report to the state legislature
- Monitor special program expenditures
- Audit districts

Summer Collection – June

Summer data include:

- Student attendance data
- Course completion data
- Discipline data
- Restraint data
- Title I, Part A data

Extended Year Collection – August

Extended year data include:

- Optional extended year program (OEYP) data
- Extended school year services (ESY) data
- Bilingual/English as a Second Language (ESL) summer school program

4

TSDS Core Collections

Class Roster (CR)

Collect the information required to link a student's assessment results to the teacher who provided the associated instruction. This data is accessed through the student assessment portal. This collection also enables the vendor to return assessment results to TEA at the class roster level.

Early Childhood Data System (ECDS)

The purpose of the ECDS Collection is to inform parents, school administrators, the public, statewide stakeholders, community, and policymakers about the quality of early childhood education and help direct resources in an informed manner.

State Performance Plan Indicator 14 (SPPI-14)

The purpose of the SPPI-14 Collection is to obtain student and parent/contact information from students reported with specific LEAVER-REASON-CODE codes for the purpose of sending out the Post-School Outcomes Survey to a random sample of recipients.

Special Education Language Acquisition (SELA)

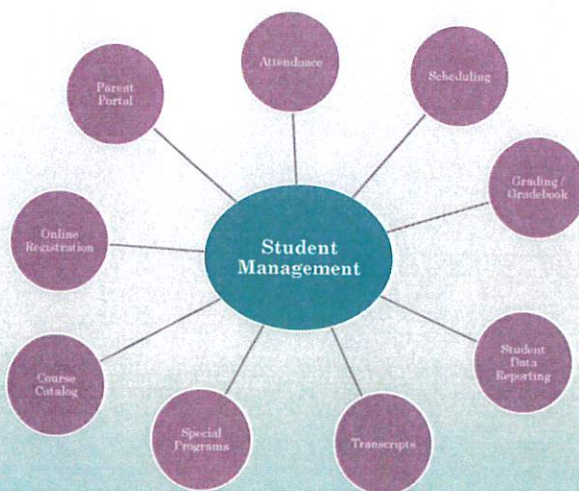
To meet the requirements of Subchapter 1, Chapter 29, Section 29.316 of the Texas Education Code by requiring the language acquisition of each child eight years of age or younger who is deaf or hard of hearing is regularly assessed using a tool or assessment.

Child Find

Combines State Performance Plan Indicator 11 (SPPI-11) and State Performance Plan Indicator 12 (SPPI-12) in the TSDS Core Collection. SPPI-11 refers to the timely evaluation of students, ages 3-21, for special education services under Part B of IDEA. SPPI-12 refers to children who are referred from Part C of IDEA prior to age 3, found eligible for Part B of IDEA, and have an individualized education plan (IEP) developed and implemented by their third birthday to receive early childhood special education (ECSE) services from a local education agency (LEA).

5

Student Systems - TEAMS



6

Other Areas of Responsibility

Submissions / Trainings

- Truancy Prevention Plan
- Discipline Training / Audit
- Leaver Training / Audit
- Civil Rights Data Collection
- Attendance Procedures Manual
- District PEIMS Training

Application Administrator

- TREX Administrator
- PET/PID Administrator
- ASK Ted Administrator
- TSDS Portal
- TEA Waivers

7



Welcome to Team SEISD!

Contact Information:

Melissa Urenda

PEIMS / Student Systems Coordinator
 Department of Planning & Instruction
 EXT 3566

8

PLANNING & INSTRUCTION DEPARTMENT



SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
NEW BOARD MEMBER ORIENTATION
AUGUST 24, 2021

1

THE P&I DEPARTMENT - #HERE2SERVE

- Rogelio Segovia, Associate Superintendent
 - Yvette Schuller, P&I Department Secretary
 - Teresita Parra, Social Worker
 - Sylvia Graves, Social Worker
 - Yadira Grado, Adult Basic Education Instructor (GED)
- Lisa Renegar, Administrator Research & Evaluation
- Melissa Urenda, PEIMS Coordinator
- Sandra Sanchez, CTE Coordinator
- Susana Frescas, Instructional Programs Administrator
 - Georgina Diaz, ELAR/Social Studies Instructional Officer
 - Debbie Cortez, Math/Science Instructional Officer
 - Anna Alvarez, ELAR/Social Studies Secondary Instructional Officer
 - Vacant, Bilingual Programs Instructional Officer



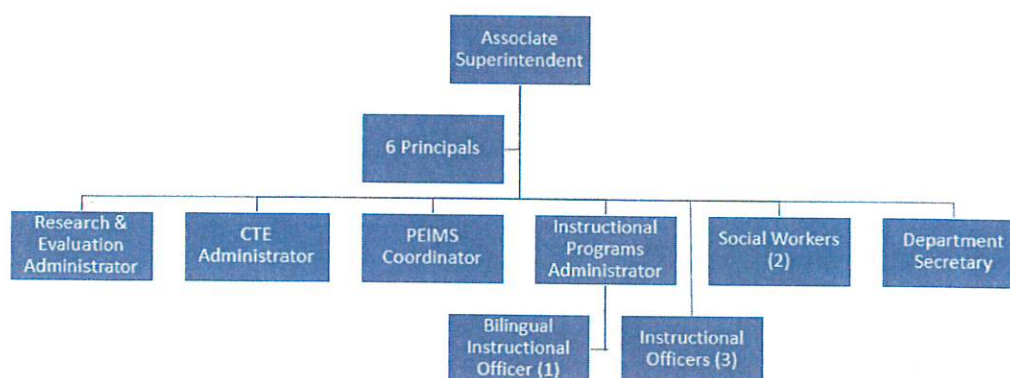
SEISD-Planning&Instruction



2

P&I -- ORGANIZATIONAL CHART

Planning and Instruction Department



3

FIRST YEAR TEACHER ACADEMY

- Established 2018-2019.
- Effective 4-day training for new teachers and 3-day training for mentor teachers from Lead4ward.
- Dual observation requirement with debriefing.
- Ongoing help and support for new teachers and mentors.
- Graduation ceremony to culminate the program on June 5, 2022.



4

MATH SUPPORT—STUDENT OUTCOME GOAL #1

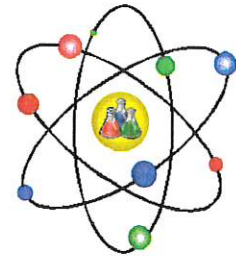
- Sharon Wells Math for Grades 2-5.
- New Guided Math Framework for Grades K-1.
- Rockin' Reviews for Grades 3-7.
- Problem-Solving Training for Grades 3-8.



5

STEM (SCIENCE, TECHNOLOGY, ENGINEERING, AND MATH)

- STEM Dolls
- STEM Expo
- Science Fair
- Elementary STEM Initiative:
 - Engineering Labs Grades 1-4
 - Makerspace
 - GT Genius Hour
 - VEX Robotics
 - STEAM Camp



6

COLLEGE AND CAREER READINESS SUPPORT—STUDENT OUTCOME GOAL #3

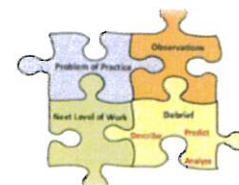
- San Elizario Early College High School
- English & Math College Prep Courses
- TSI Assessment testing
- Industry Certification Availability via CTE Programs of Study



9

INSTRUCTIONAL ROUNDS

- P&I and superintendent come together two times per year at each campus.
- Classroom visits campus-wide, followed by debriefing.
- Strengths, missed opportunities, and recommendations are made.
- In the spring, we return to look for growth.



10

DUAL LANGUAGE – PREK - 2

- Language acquisition strategies and support:
- Dr. Jose Medina, Dual Language Consultant
- Flipgrid training was provided to allow practice on speaking and listening;
- Talk, Read, Talk, Write framework is used to engage in structured conversations;
- Seidlitz Education Consultant provides support for secondary ESL teachers;



11

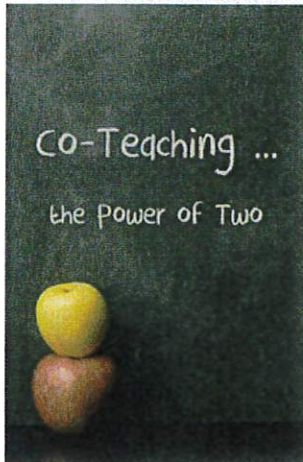
GUIDED LANGUAGE ACQUISITION DESIGN

- Grades PPK-12
- Instructional framework
- 26 strategies to promote listening, speaking, reading, and writing
- Increases rigor in all subjects to make content comprehensible.



12

CO-TEACHING MODEL



- Classrooms include general education and special education teachers working together.
- Frequent walkthroughs of co-teaching classrooms with debriefing.
- TELPAS Alt / STAAR Alt administration
- STAAR accommodations & supplemental aids
- New SPED teacher support: ESPED, IEP's, progress monitoring, writing PLAAFP statements

13

OUR COMMITMENT TO INSTRUCTIONAL SUPPORT

- The P & I Team is committed to empowering our teachers to be their best.
- When our teachers succeed, our Eagles fly!
- In all of our respective roles, we will continue to be open, available, and responsive to meet the needs on our campuses.
- Success comes with working as a team!



14

Department of Support Services



200 N. Herring Road
915.872.3980

San Elizario, Texas 79849

DIRECTOR: JESUS MARTINEZ

1

Support Services Mission and Goals

- To ensure that a quality supportive system exists so that our School District Faculty and Staff may maximize their potential collaboratively in order for our students to achieve success.
- To enhance our district's learning environment by channeling resources to match the needs of students and staff in the areas of Transportation, Grounds, Security, Maintenance / Facilities, Custodial, Pest Control and Warehouse Operations.

2

OVERVIEW AND OPERATION OF SUPPORT SERVICES

- ▶ Our Support Services / Operations Organization oversees 9 facility sites in our district boundaries:
 - 6 campuses and 3 facilities
- ▶ Our department divisions employ over a hundred employees who provide service, and maintain our facilities and consist of the following departments:
 - Custodial, Grounds, Maintenance, Security, Transportation and Warehouse
- ▶ Support Services operations division develops and defends the fiduciary responsibility of a 1.6 million dollar budget for each fiscal year.
- ▶ Our Operations division invests personnel in construction for new facilities and manages capital improvement projects.

3

Meet the Departments – CUSTODIAL, GROUNDS/ATHLETIC FIELDS

▶ CUSTODIAL

Our custodial personnel of 37 throughout all campuses / facilities play a key role keeping our facilities optimally clean.

They work hand in hand with other departments in the daily task of providing and maintaining the platform for the optimal learning environment.

▶ GROUNDS / ATHLETIC FIELDS

The Athletics / Grounds group has six (6) individuals capable of operating heavy farm equipment and implements used to maintain district grounds and athletic fields.

They maintain 9 sites that all together have eighteen Athletic fields and eight (8) retention pond areas.

The group oversees anything that grows by cultivating, fertilizing, cutting, pruning, grooming, aerating, plowing, irrigating, surface watering and weed control management.

4

Meet the Departments - MAINTENANCE

► MAINTENANCE

Our maintenance department is currently staffed with nine (9) employees. The department employs licensed tradesmen in Electrical, Plumbing, HVAC. These components must be kept functional at all times and require a joint effort by all trades since all the equipment relies on power, water, and climate control.

- These individuals routinely check, troubleshoot, repair and service all major and minor equipment throughout the district such as: Lighting, Special Systems, Heating and Cooling Units, Exhaust Fans, Boilers, Circulating Pumps & Lift Stations.

Our locksmith ensures functional doors and locks at all of the district facilities to secure all building, physical assets, and the priceless contents, (our students).

The general maintenance crew is responsible for all structural and cosmetic repairs to a building from the concrete up; such as the floors, walls, windows, ceiling and roof. Every effort is made to keep the building looking as good as the day it was built and turned over to the district for use.

5

Meet the Departments - SECURITY and TRANSPORTATION

► SECURITY

This division consists of one (1) Supervisor and 15 full time officers working patrol or campus based. Coverage is provided 24/7 including weekends and all holidays.

Our mission is to protect students / staff and the property in our district by minimizing peril.

We monitor and conduct inspections and drills of and in our school facilities, and prevent unauthorized entry and or loitering of the school grounds.

► TRANSPORTATION

The Transportation division consists of a Supervisor, three (3) office staff members, 33 drivers and 4 bus monitors.

They are responsible for transporting a ridership of approximately 900-1000 students daily to and from school.

Manage 75 established routes, provide service for after school tutorials, activities, UIL and non-UIL in town and out of town school trips.

6

Meet the Departments – WAREHOUSE

► WAREHOUSE

Our Warehouse operations comprised of six (6) individuals.

Without these individuals performing the vital operations, it could cause school and departments functions to come to a halt.

This group is responsible for:

- Unloading / Loading
- Receiving
- Storing
- Document Control
- Moving
- Delivery parcels/mail
- Shipping
- Inventory Audits

Responsibilities continue with:

- Tagging Fixed Assets
- Tracking
- Training
- Auditing and discarding the district facilities' and campuses' fixed assets.

7

A little more about Support Services:

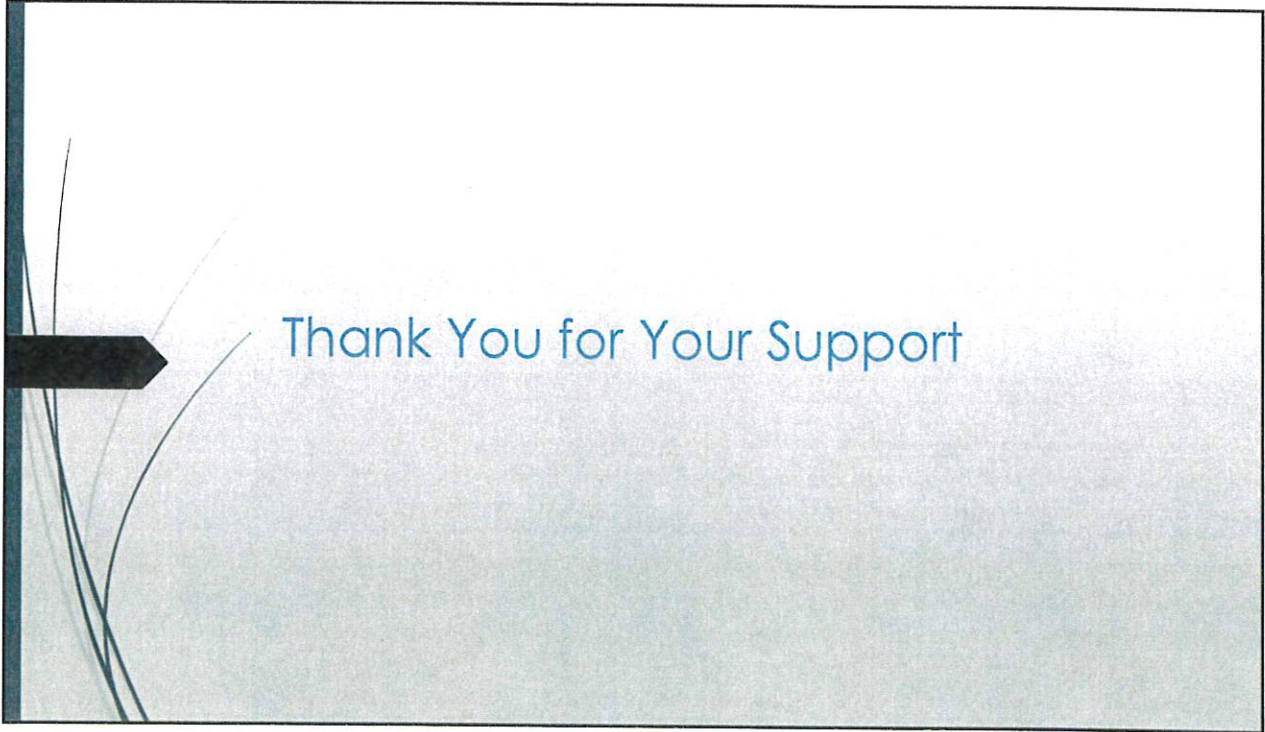
- Support Services Operations has been supporting our District's Responsible Energy Conservation by collaborating with El Paso Electric's SCORE program since 2007 by investing into energy savings systems that decreases energy consumption.

El Pao Electric has qualified our district with monetary incentives and rebates.

Add to this an additional savings each year on our electrical cost with the reduction to 1.1 million kilowatt hours annually.

- We also promote recycling of paper and cardboard products which reduce our district waste management cost by approximately 40%.
- Along with the day to day operation, Support Services assists in overseeing new construction, proper installation of new equipment, quality of life improvement projects, and service by outside contractors to ensure that specifications and work preformed are in code compliance.

8



9

IT Department Presentation 2021

1

Topics that will
be covered:

Technology Mission Statement

Technology Vision Statement

Goals

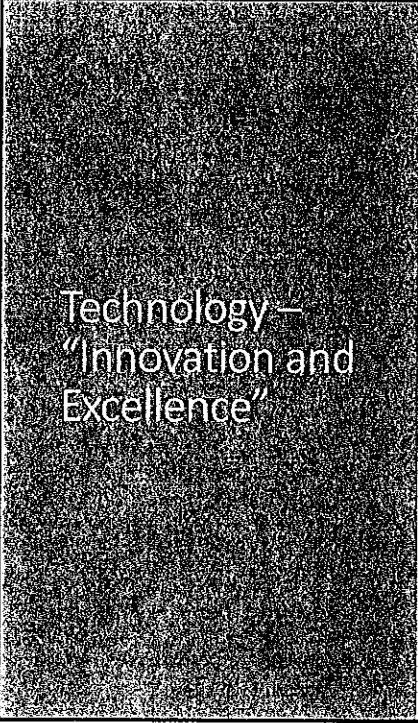
Objectives

Technology Department Overview

2020-2021 IT Projects Completed

2021-2022 IT Completed & Pending Projects

2

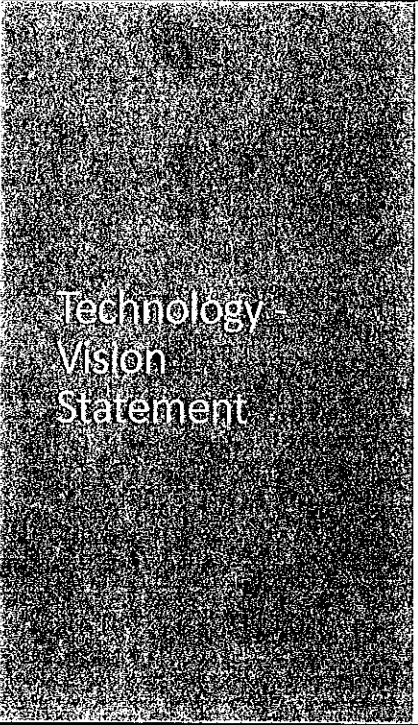


Technology –
“Innovation and
Excellence”

Mission Statement

The mission of the San Elizario ISD Technology Department is to provide effective and efficient services and operations to facilitate the district's goals as they apply to compliance, teaching, learning, and operational support.

3



Technology
Vision
Statement

The San Elizario ISD Technology Department function is to deliver exceptional customer service, technical and automated services in support of instructional and administrative goals utilizing available resources, including the talents of its personnel and emerging technology tools.

Goals

- To deliver superior support to all district employees in providing efficient service on all technology requests.
- Build and maintain a robust, reliable and flexible technology system on an infrastructure that embraces anywhere, anytime, any device access.
- Provide leadership and vision in planning, research, implementation, training, maintenance and support to campuses and departments for the effective use of technology into teaching, learning school, and district operation.

4

Technology – Vision Statement Cont.

Objectives

- Expose department staff to current and emerging technology tools and resources for proper user support and maintenance.
- Provide timely, exceptional customer service to all district stakeholders.
- Update and maintain all district hardware and software for optimal operation use.

5



Numbers in Technology

Cameras: 220
 Access Points: 380
 Ipads: ±1200
 Chromebooks: ±2800
 Chromeboxes: 84
 Physical Servers: 35
 Virtual Servers: 60
 Telephones: 622
 Laptops: 1500
 Desktops: 1300
 Mac Desktop/Laptop: 40

6

Technology Department Overview

| Level 1 Support | Level 2 Support | Level 3 Support | Instructional Technology Specialist |
|---|--|--|---|
| <ul style="list-style-type: none"> • Helpdesk • Extension: 3489 (over the phone) • Create work order via email • Remote Support (if possible) • Transfer work order to Level 2 Support | <ul style="list-style-type: none"> • Assigned campus IT Specialists • In person support • Provide quotes • In-campus visits • Technology Disposal | <ul style="list-style-type: none"> • Troubleshooting of more complex systems • Telephone system • Internet Access • Email • TEAMS • Wireless Access Points | <ul style="list-style-type: none"> • Provides 1 on 1 instructional support to teachers • In charge of various systems like Little SIS, Eduphoria, Google Workspace, etc |

7

2020-2021 IT Projects Completed

District-wide 1:1 Initiative

- Device distribution April 2020
- 9th grade cohort received laptop

Wireless Hotspot Distribution

- May 2020
- Replacements October 2020

Adaptation of Google Workspace as the official Learning Management System

- Unlimited access to Google Meet
- Unlimited access to Google Classroom

Network Operations Center (NOC) Migration Annex

- Wide Area Network (WAN) 10 Gbps
- Internet 1 Gbps

Videoconferencing and Streaming of Board Meetings

207 Wireless Access Points replacements and additions (Erate)

Partial Network Electronics Upgrade (Erate)

8

2020-2021
Projects
Completed
Cont.

Alarcon Security Gate

Addition of 62 Surveillance Cameras

Amplified IT/Little SIS Implementation

- Administrative tool for Google Classroom

Started Upgrading ActivPanels with Chromeboxes or Windows OPS's

- Wireless keyboard and mouse
- Webcam with tripod

Sambrano Gym PA Project

Borrego Gym PA Project

SEHS Auditorium Phase 2 PA Implementation

9

2021-2022
Projects
Completed

Migration of PRI to NOC

EdTech Bash

- 36 Sessions – Over 300 district employees attended
- Brought EdTech partners to participate like Wakelet, Promethean, Peardeck, and Microsoft.

Intune/Endpoint Device Management System Implementation

NextGen Firewall Upgrade

10

2021-2022 IT Pending Project

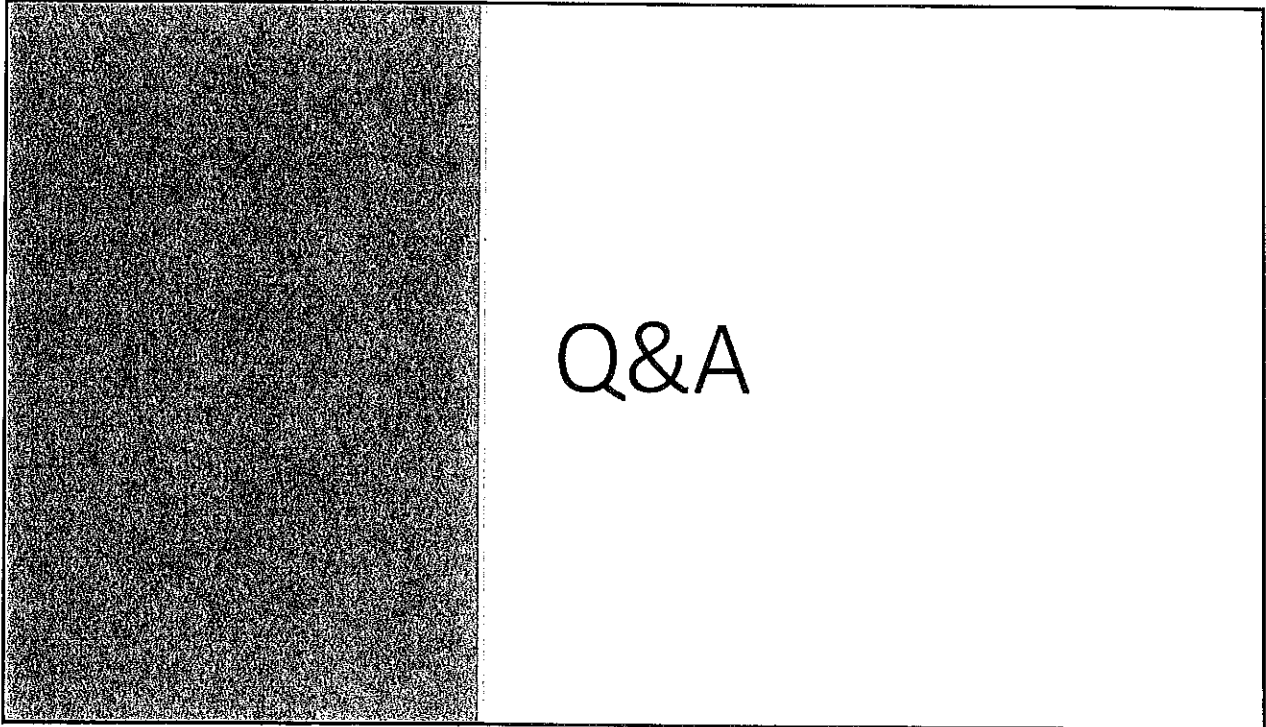
- Digital Citizenship Curriculum
 - For teachers and students
- Classroom Management Software for Teachers
- Continue Upgrading ActivPanels to Chromeboxes and Windows OPS's
- Internet Bandwidth Upgrade to 5 Gbps
- Router Upgrade
- Webfilter Upgrade
- Ipads for PPK
- Chromebooks for K, 3rd grade, and 7th grade students
- Windows Laptops for 9th grade students

11

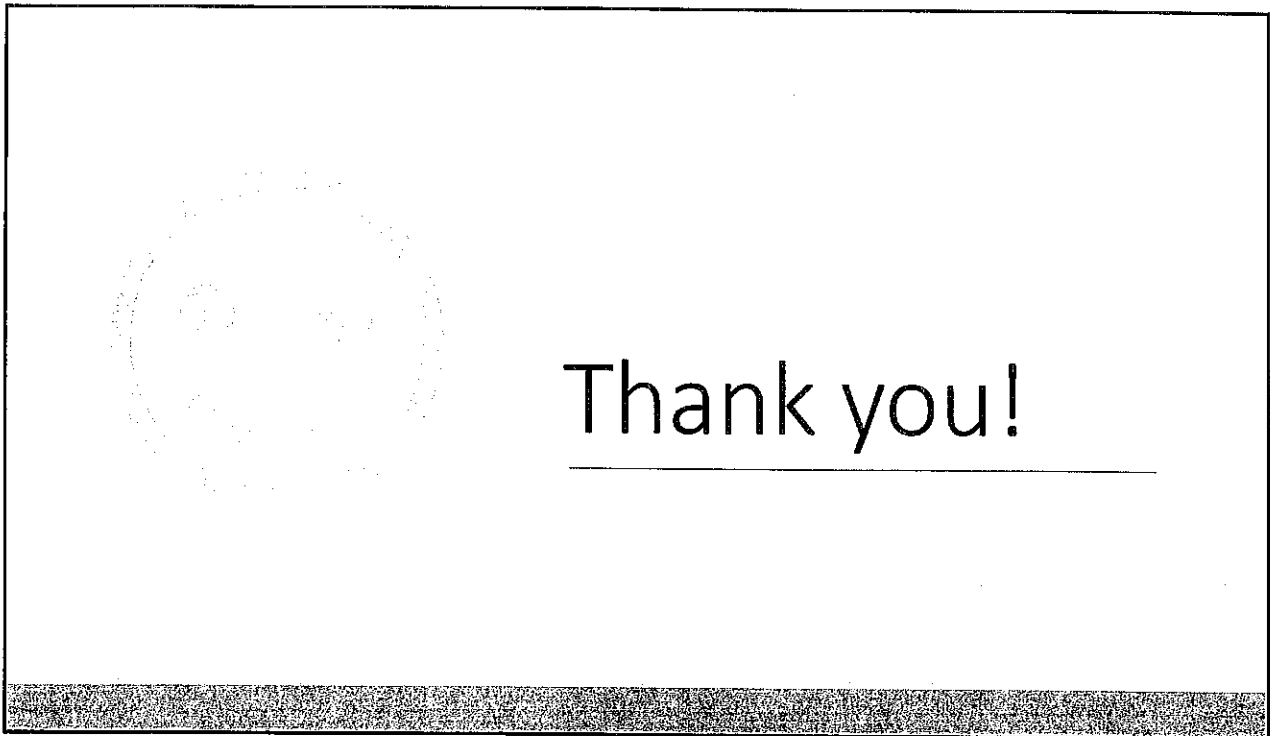
2021-2022 IT Pending Projects

- Installation and Configuration of Wireless Access Points
 - 50 at GEMS
 - 30 at Borrego
 - 2 at SEHS
- Ipad Mobile Device Management System Migration
- Replacement Hotspot Distribution
 - September/October 2021
- Add/Replacement 5 Computer Labs
- Onboarding System

12



13



14

Save the Date

Orientation to the Texas Education Code

&

Evaluating and Improving Student Outcomes (EISO)

for New Board Members

ESC-Region 19

6611 Boeing-Paso Del Norte #1

Saturday, September 18, 2021

8:30 a.m.-2:30 p.m.

Lunch will be provided



Crucial Conversations: Tools for Talking When Stakes Are High **Suggested Reading Timeline**

- 🕒 Week of September 1
 - Chapter 1 – What’s a Crucial Conversation? / pages 1-17
 - Chapter 2 – Crucial Conversations / pages 19-31

- 🕒 Week of September 6
 - Chapter 3 – Start with the Heart / pages 33-49
 - Chapter 4 – Learn to Look / pages 51-72

- 🕒 Week of September 13
 - Chapter 5 – Make it Safe / pages 73-102

- 🕒 Week of September 20
 - Chapter 6 – Master My Stories / pages 103-130
 - Chapter 7 – STATE My Path / pages 131-154

- 🕒 Week of September 27
 - Chapter 8 – Explore Others’ Paths / pages 155-175
 - Chapter 9 – Move to Action / pages 177-187

- 🕒 Week of October 4
 - Chapter 10 – Yeah, But / pages 189-209

- 🕒 Week of October 11
 - Chapter 11 – Putting it All Together / pages 211-222

Training will be held on October 16, 2021, beginning at 8:00 a.m. in the Board room.



SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

SOARING TO EXCELLENCE

Los Portales Museum and Information Center
1521 San Elizario Rd.
San Elizario, Texas 79849

August 30, 2021

To Whom It May Concern:

It is with great pleasure that I write this letter of support for the Los Portales Museum as they seek funding assistance through the 2021 Humanities Texas - COVID-19 Relief grant. The ongoing toll being suffered by many in our San Elizario Community continues to be felt. Your assistance would add hope to restoring an important and vital piece of our community history.

As the Superintendent for the San Elizario Independent School District, I am keenly aware of the importance of having such a valuable and historic partner in helping our students gain insight to their community through their visit at the Los Portales Museum.

The Los Portales Museum is located in the heart of our beloved City of San Elizario with close proximity to the Presidio Chapel of San Elizario, as well as Alarcon Elementary School, which is one of six schools in our district. With approximately 3,189 students in the San Elizario Independent School District, we believe that Los Portales Museum would greatly benefit from the 2021 Humanities Texas - COVID-19 Relief grant.

We are excited they are seeking this type of assistance as it will help sustain our great educational partner. Your help is very much appreciated. If you should need to talk with me further, please do not hesitate to communicate with me at (915) 872-3900.

Sincerely,

Dr. Jeannie Meza-Chavez
San Elizario ISD
Superintendent

OFFICE OF THE SUPERINTENDENT

P.O. BOX 920

San Elizario, TX 79849-0920

(915) 872-3900

www.seisd.net

| | |
|--------------------|---|
| DATE: | August 12, 2021 |
| SUBJECT: | Purple Star Campus Designation Awardees SY 2021-2022 |
| CATEGORY: | Notice |
| NEXT STEPS: | Share with appropriate staff |

The Purple Star Campus Designation recognizes Texas school district and open-enrollment charter school campuses that show their support and commitment to meeting the unique needs of military-connected students and their families. The Texas Education Agency (TEA) accepted applications for the 2021-2022 school year from April 5, 2021, through June 1, 2021, for campuses to apply for the designation and demonstrate they have met the following established criteria:

1. Designating a campus-based military liaison;
2. Creating and maintaining an easily accessible web page that includes information for military-connected students and their families;
3. Implementing a campus transition program; and
4. Offering at least one of the following initiatives:
 - A resolution showing support for military-connected students and families;
 - Participation in Month of the Military Child or Military Family Month; or
 - Partnership with a school liaison officer to encourage and provide opportunities for active duty military members.

Any Texas school can become a Purple Star Campus, regardless of the size of its military-connected student population. Districts and charter schools are encouraged to support campuses and help them meet the criteria for Purple Star Campus Designation status. Applications are accepted on an annual basis, and the designation lasts for two years. After the two-year period, campuses that were previously awarded the designation must re-apply. For a full list of the Purple Star Campus Designation criteria, visit [Purple Star Campus Designation](#).

To see the rule that supports this designation, visit: [19 TAC Chapter 61, Subchapter FF, Commissioner's Rules Concerning Veterans and Military Dependents](#).

Forty-five campuses across Texas have met the established criteria and earned Purple Star Campus Designations for the 2021-2022 school year. (See below.)

For the list of previously awarded campuses that received the designation in the 2020-2021 school year, see [Purple Star Campus Designation Awardees | Texas Education Agency](#).

If you have any questions concerning the Purple Star Application process and supporting military-connected students, please contact MilitaryConnectedStudents@tea.texas.gov.

Below is a list of recipient campuses by region:

ESC Region 1

| | |
|----------------------|-----------------|
| Rio Grande City CISD | Ringgold Middle |
|----------------------|-----------------|

ESC Region 2

| | |
|--------------------|-----------------------|
| Corpus Christi ISD | Veterans Memorial H S |
| Flour Bluff ISD | Flour Bluff J H |
| Riviera ISD | Kaufer H S |

ESC Region 4

| | |
|-------------|--------------------------------------|
| Houston ISD | Texas Connections Academy at Houston |
|-------------|--------------------------------------|

ESC Region 11

| | |
|--------------------------------|---|
| Lake Worth ISD | Effie Morris Early Learning Academy |
| Lake Worth ISD | Lake Worth H S |
| Lake Worth ISD | Lucyle Collins Middle |
| Lake Worth ISD | Marilyn Miller Language Academy |
| Lake Worth ISD | Marine Creek Leadership Academy |
| Lake Worth ISD | N A Howry Steam Academy |
| North Texas Collegiate Academy | North Texas Collegiate Academy-North Campus |

ESC Region 12

| | |
|-------------|--------------------------|
| Killeen ISD | Brookhaven EL |
| Killeen ISD | Pathways Academic Campus |

ESC Region 14

| | |
|-----------|-----------|
| Wylie ISD | Wylie H S |
|-----------|-----------|

ESC Region 15

| | |
|------------------|--------------------------------|
| San Angelo ISD | Belaire EL |
| San Angelo ISD | Central H S |
| San Angelo ISD | Glenmore EL |
| San Angelo ISD | Glenn Middle |
| Texas Leadership | Texas Leadership of San Angelo |

ESC Region 17

| | |
|----------------------------|----------------|
| Texas Tech University K-12 | Texas Tech H S |
|----------------------------|----------------|

ESC Region 19

| | |
|------------------|------------------------------|
| El Paso ISD | Richardson Middle School |
| San Elizario ISD | L G Alarcon EL |
| San Elizario ISD | Ann M Garcia-Enriquez Middle |
| Socorro ISD | Eastlake H S |
| Socorro ISD | Horizon Heights EL |

| | |
|---------------------------------|---------------------------------|
| Socorro ISD | Jane A Hambric School |
| Socorro ISD | Desert Wind EL |
| Socorro ISD | Robert R Rojas EL |
| Vista Del Futuro Charter School | Vista Del Futuro Charter School |

ESC Region 20

| | |
|---|---|
| North East ISD | Garner Middle |
| North East ISD | Johnson H S |
| North East ISD | Roosevelt H S |
| North East ISD | White Middle |
| North East ISD | Bulverde Creek |
| North East ISD | Frank M Tejada Academy |
| North East ISD | Harris Middle |
| North East ISD | Jackson Middle |
| Northside ISD | Brennan H S |
| Northside ISD | Bernal Middle |
| Northside ISD | Hoffmann EL |
| Schertz-Cibolo-Universal City ISD | Cibolo Valley EL |
| Schertz-Cibolo-Universal City ISD | Green Valley EL |
| Schertz-Cibolo-Universal City ISD | Ray D Corbett J H |
| School of Science and Technology Discovery | School of Science and Technology Advancement |

Purple Star Campus Designation



The Purple Star Campus Designation recognizes Texas district and charter schools that show their support and commitment to meeting the unique needs of military-connected students and their families.

This special honor was created by the 86th Texas Legislature through SB 1557 and further described in agency rule (19 TAC, § 61.1063), effective April 9, 2020.

In August 2021, TEA will be awarding the Purple Star Campus designation for campuses that apply and meet the established criteria (see below). Campuses that are selected will receive a special Purple Star recognition to display on campus or on the school website. Campuses selected will also have their designation featured on the TxSchools.gov (<https://txschools.gov/>) web page.

Criteria at a glance:

1) Designate a campus-based military liaison that must:

- Support military connected students and their families.
- Offer professional development opportunities for staff members on issues related to military-connected students.

2) Create and maintain an easily accessible web page that includes information for military-connected students and their families.

3) Must have a campus transition program that includes:

- Introductions to school environment and processes.
- Student leaders or ambassadors should be support or sponsored by a campus-based staff member.
- Participate in organizing and hosting newcomer social events, facilitating guided tours of the campus, and accompanying new students to lunch the first week of school.

4) Offer at least one of the following initiatives:

- A resolution showing support for military-connected students and families;
- Participation in Month of the Military Child or Military Family Month; or
- Partnership with a school liaison officer to encourage and provide opportunities for active duty military members.

To see the Purple Star Campus Designation rule in its entirety visit: 19 TAC, Chapter 61. School Districts, Subchapter FF. Commissioner's Rules Concerning Veterans and Military Dependents. Division 2, Military-Connected Students, § 61.1063. (<https://tea.texas.gov/sites/default/files/ch061ff.pdf>)

How to Apply:

Submit your school's application here (https://tea.co1.qualtrics.com/jfe/form/SV_9Am1lp4MgE8g53U).

Information sessions were held on:

- Tuesday, April 20th at 1:00 pm CST
- Tuesday, May 4th at 11:00 am CST | PDF Slideshow (</sites/default/files/purple-star-campus-info-session-ppt.pdf>) | Recording (<https://youtu.be/cuVr7ABiid8>)

Applications for the 2021-2022 school year will be accepted from April 5, 2021 through June 1, 2021.

Notifications of award outcomes will be announced by the Texas Education Agency during the month of August 2021.

Previous year's application materials:

- PDF version of the Purple Star Campus Designation Application School Year 2020-2021 (/sites/default/files/Purple_Star_Application.pdf)
- Purple Star Campus Designation SY 20-21 FAQ (</sites/default/files/Purple%20Star%20Campus%20FAQ.pdf>)

(<http://ritter.tea.state.tx.us/rules/tac/chapter061/ch61ff.html>)

Contact Information

Jordan Brown

Special Projects Coordinator

Chapter 61. School Districts

Subchapter FF. Commissioner's Rules Concerning Veterans and Military Dependents

Division 1. High School Diplomas for Military Veterans

§61.1061. Application Form for Diploma and Evidence of Eligibility.

- (a) In accordance with Texas Education Code (TEC), §28.0251, a school district may issue a high school diploma to a person who:
- (1) is an honorably discharged member of the armed forces of the United States;
 - (2) was scheduled to graduate from high school:
 - (A) after 1940 and before 1975; or
 - (B) after 1989; and
 - (3) left school after completing Grade 6 or higher, but before graduating from high school, to serve in:
 - (A) World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or
 - (B) any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973 (50 United States Code §1541 et seq.).
- (b) A school district may issue a diploma to an eligible veteran notwithstanding the fact that the person holds a high school equivalency certificate or is deceased.
- (c) The Texas Education Agency will develop and make available an application form to be used by a veteran or a person acting on behalf of a deceased veteran. The application form is provided in this subsection entitled "Application for a High School Diploma for Certain Veterans."
- [Figure: 19 TAC §61.1061\(c\)](#)
- (d) Acceptable evidence of eligibility for a diploma under TEC, §28.0251, is:
- (1) a completed, signed, and dated application form; and
 - (2) a copy of the discharge notification (DD form 214, enlisted record and report of separation, or discharge certificate) from the appropriate branch of the United States armed forces indicating dates of military service.
- (e) The acceptable evidence of eligibility described in subsection (d) of this section must be submitted to the school district where the veteran was enrolled in high school. If the veteran's school district no longer exists (e.g., the district was consolidated into another district), the acceptable evidence must be submitted to the consolidated district, which will be responsible for issuing the high school diploma. In the case of high schools that have experienced consolidation or for some other reason no longer exist, the local school district that assumed the records of the previously existing school will make the determination as to which existing high school will issue the veteran's diploma.

Statutory Authority: The provisions of this §61.1061 issued under the Texas Education Code, §28.0251.

Source: The provisions of this §61.1061 adopted to be effective August 12, 2001, 26 TexReg 5806; amended to be effective June 11, 2006, 31 TexReg 4611; amended to be effective July 12, 2012, 37 TexReg 5132.

Division 2. Military-Connected Students

§61.1063. Purple Star Campus Designation.

- (a) Purpose. In accordance with Texas Education Code (TEC), §33.909, a campus may qualify to earn the Purple Star Designation if the campus meets criteria demonstrating supports and resources for its military-connected student population.
- (b) Definitions. The following words and terms, when used in this section, have the following meanings, unless the context clearly indicates otherwise.
 - (1) Military-connected student--A student enrolled in a school district or an open-enrollment charter school who is a dependent of a current or former member of the United States military, Texas National Guard, or reserve force in the United States military or who was a dependent of a member of the United States military, Texas National Guard, or reserve force in the United States military who was killed in the line of duty.
 - (2) School liaison officer--An individual who works for the federal or state government and serves as the primary point of contact for school related matters on military installations. School liaison officers represent, inform, and assist commanding officers and military families with school issues; coordinate with local school systems; and create collaborative partnerships between the military and schools.
- (c) Criteria. To qualify to apply for designation as a Purple Star Campus, a campus must meet the following requirements.
 - (1) Campus-based military liaison. A campus must designate an assigned staff member as a military liaison.
 - (A) The campus-based military liaison may be:
 - (i) a campus counselor;
 - (ii) a teacher;
 - (iii) a campus administrator such as a principal or an assistant principal; or
 - (iv) another campus staff member who supports highly mobile students.
 - (B) The campus-based military liaison must support military-connected students and their families by:
 - (i) serving as the point of contact and working collaboratively between military-connected students and their families and the campus;
 - (ii) maintaining familiarity with enrollment processes, records transfer, existing community resources, and student supports;
 - (iii) ensuring military-connected students are identified and properly coded through the Texas Student Data System Public Education Information Management System (TSDS PEIMS);
 - (iv) determining campus-based supports and services available to military-connected students based on their unique needs, including their high mobility;
 - (v) assisting in coordinating campus-based programs relevant to military-connected students; and
 - (vi) attending professional development or training annually to learn and understand topics related to the transition of military-connected students and their families.
 - (C) The campus-based military liaison must offer professional development opportunities for staff members on issues related to military-connected students. Such issues include, but are not limited to:

- (i) military culture;
 - (ii) deployments and family separations;
 - (iii) the Interstate Compact on Educational Opportunity for Military Children;
 - (iv) the TSDS PEIMS military student identifier;
 - (v) mitigating the effects of high mobility;
 - (vi) issues that address the physical and mental effects of military service, including post-traumatic stress disorder, traumatic brain injury, and other physical injuries;
 - (vii) supporting students connected to veterans;
 - (viii) supporting students with a parent or guardian in the national guard or reserve; and
 - (ix) supporting students with a parent or guardian who has fallen in the line of duty.
- (2) Webpage. A campus must create and maintain an easily accessible webpage that includes the following information for military-connected students and their families.
- (A) Relocation. The military-connected student and family support webpage must include information regarding relocation to the campus such as introductions to school environment and processes, enrollment information in extracurricular activities and clubs, tutoring opportunities, student code of conduct, and contact information of pertinent school staff.
 - (B) Enrollment and registration. The military-connected student and family support webpage must provide information regarding the process and requirements for enrollment, including:
 - (i) a checklist of required documentation needed to enroll at the campus, which may include information such as copies of student records, transcripts, and residence documentation; and
 - (ii) eligibility requirements for free public school prekindergarten, as required by TEC, §29.153, for a child of an active duty member of the armed forces, national guard, or reserve component of the armed forces, who is ordered to active duty by proper authority.
 - (C) Academic planning. The military-connected student and family support webpage must provide a link to information on course sequences, advanced classes available on campus, and information on the Interstate Compact on Educational Opportunity for Military Children, as specified in TEC, Chapter 162.
 - (D) Counseling and support services. The military-connected student and family support webpage must provide eligibility, application, and referral information offered specifically to military-connected families for counseling and support services on or off a military installation.
 - (E) Campus-based military liaison. The military-connected student and family support webpage must provide the contact information and duties of the campus's designated military liaison.
- (3) Campus transition program.
- (A) Introductions to the school environment and school processes by the campus-based military liaison or by campus-based student leaders or ambassadors, if determined appropriate by the campus-based military liaison, must be provided to new military-connected students.
 - (B) Any student leaders or ambassadors should be supported or sponsored by a campus-based staff member such as:

- (i) the campus-based military liaison;
 - (ii) a campus counselor;
 - (iii) a teacher;
 - (iv) a campus administrator such as a principal or an assistant principal; or
 - (v) another staff member who supports highly mobile students.
- (C) Any student leaders or ambassadors should participate in the following activities:
- (i) organizing and hosting newcomer social events throughout the school year that give military-connected students and families an opportunity to learn about campus culture, processes, and the community;
 - (ii) facilitating guided tours of the campus, including the library, nurse's office, counseling office, gym, and cafeteria; and
 - (iii) accompanying the new student to lunch the first week of school.
- (4) Initiatives. A campus must offer at least one of the following initiatives:
- (A) a resolution showing support for military-connected students and families;
 - (B) participation in the Month of the Military Child or Military Family Month; or
 - (C) partnership with a school liaison officer to encourage and provide opportunities for active duty military members to volunteer in the local schools, speak at a school assembly, or host a school field trip.
- (d) Application and renewal.
- (1) The campus-based military liaison must complete the Texas Education Agency (TEA) Purple Star Campus Designation application available on the TEA website.
 - (2) Campus designation criteria must be met and submitted in the application.
 - (3) The Purple Star Campus Designation will be awarded every school year beginning with the 2020-2021 school year.
 - (4) Campuses that satisfy the criteria and are awarded the Purple Star Campus Designation are eligible to recertify the designation every two school years.
 - (5) Campuses not selected for award of the Purple Star Campus Designation will be given an opportunity to appeal the decision of non-selection through an appeal process explained in the non-selection notification.

Statutory Authority: The provisions of this §61.1063 issued under the Texas Education Code, §33.909.

Source: The provisions of this §61.1063 adopted to be effective April 9, 2020, 45 TexReg 2313.



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

August 25, 2021

Dr. Jeannie Meza-Chavez
Superintendent
San Elizario ISD
P.O. Box 920
San Elizario, TX 79849-0920

Dear Superintendent Meza-Chavez:

Thank you for partnering with the Texas Department of Agriculture to offer the federally assisted Fresh Fruit and Vegetable Program (FFVP). One or more of your sites has been selected to participate in the 2021-2022 school year based on a high percentage of students eligible for free and reduced-price meals. Your FFVP sites will introduce children to locally grown foods and provide the education they need to pursue healthy lifestyles.

FFVP participation requires serving fresh fruits and vegetables outside serving times for other federal child nutrition programs. Schools must also publicize the availability of FFVP. Sites may select the types of produce served, the number of days per week served, and the service times. In FFVP, food is served in a manner that makes the produce easily identifiable and more enticing to the students. These efforts will increase their curiosity and interest in new foods.

Details of the FFVP awarded sites and other program requirements are detailed on additional pages of this communication. Congratulations on receiving an FFVP award and thank you for participating in TDA programs that feed hungry Texans and help them develop healthy habits that last a lifetime.

Sincerely,

Sid Miller

SM/GM/dl

Program requirements include:

- Sites may purchase produce locally or through other retailers, but procurements must be made in accordance with existing local, State, and Federal guidelines.
- The awarded amount(s) per site are listed below and were based on the enrollment in the October 2019 NSLP site claim. The FFVP award is issued in 2 allocations:
 - July allocation is for expenses incurred between July 1, 2021 and September 30, 2021.
 - October allocation is for expenses incurred between October 1, 2021 and June 30, 2022
- All costs of the fresh fruits and vegetables may be charged to the program up to the allocation amount for the site. Administrative costs associated with ordering, serving, and storing your FFVP can be claimed up to 10% of the award amount.
- Each awarded site is expected to expend 95% of its award by the end of the school year.
- FFVP is a reimbursement grant. Sites will submit a monthly FFVP claim within 60 days of the end of the claim month.
- On-line FFVP training is required. Technical support will be available.
- All CEs must be enrolled in the NSLP to be eligible for FFVP grants.

Sites invited to participate in FFVP 2021-22

| CE# | CE Name | Site# | Site Name | SY 2022 FFVP Award | 1st Allocation | 2nd Allocation |
|------------|------------------------|--------------|-------------------------|-----------------------------------|---------------------------|---------------------------|
| 00348 | SAN ELIZARIO ISD | 0102 | LORENZO LOYA PRI | \$33,710.11 | \$1,934.00 | \$31,776.11 |
| 00348 | SAN ELIZARIO ISD | 0103 | JOSEFA L SAMBRANO EL | \$31,793.96 | \$1,934.00 | \$29,859.96 |



MEMORANDUM

To: Dr. Meza-Chavez, Superintendent

From: Raul Jacques, Director of Child Nutrition Services

Subject: August 2021 – Nutrition Services Operations

Date: September 8, 2021

School meals returned to our campuses on the first day of instruction, August 2, 2021. As of today, we have served over 72,000 meals utilizing flexible menus and a variety of serving models to meet the needs of each campus. This includes Grab-N-Go Breakfast served when children enter the school, Breakfast in the Classroom, and meals served in the cafeteria. We are also ready to serve supper, after-school snacks, and meals for Saturday School to help our students achieve their learning goals.

Child Nutrition staff are fully committed to support student learning and will do our part to help them succeed. It is going to be a great year!



San Elizario ISD
 P.O. Box 920
 San Elizario, TX 79849
 Phone 915.872.3900
 Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports - Tax Report
Date: September 8, 2021

HISTORY: The primary source of state funding for Texas school districts is the Foundation School Program (FSP). This program ensures that all school districts, regardless of property wealth, receive “substantially equal access to similar revenue per student at similar tax effort.” The District’s current tax rate was approved at the September 9, 2020 regular Board meeting for a total rate of \$1.17. The Maintenance & Operations (M&O) rate which pays for items such as staff salaries, supplies, materials, transportation and utilities was \$1.0151 while the Interest & Sinking (I&S) rate which pays for bonded debt was \$0.1549.

RATIONALE: The purpose of this agenda item is to report collections made for the current 2020 tax year which is based on the levy billed on October 1, 2020.

BUDGET IMPACT: Collections as of July 31, 2021 is summarized below based on the attached property tax collection analysis report.

| | M&O | I&S | Total | Collections |
|--------------------------------|----------------|----------------|--------------|--------------------|
| Current Year Levy | \$2,538,964 | \$387,435 | \$2,926,399 | |
| Current Year Collections | \$2,408,354 | \$367,505 | \$2,775,858 | \$2,775,858 |
| Current Year Levy Outstanding | \$130,610 | \$19,931 | \$150,541 | |
| Prior Year Collections | | | | \$162,886 |
| Penalty & Interest Collections | | | | \$91,555 |
| Total Collections | | | | \$3,030,299 |

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD’s mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

EL PASO CONSOLIDATED TAX OFFICE
PROPERTY TAX COLLECTION ANALYSIS
9/1/2020 through 7/31/2021

JURISDICTION: 19 SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

| PERIOD | CURRENT TAX YEAR (\$) | | PRIOR YEARS (\$) | | ALL YEARS (\$) | | | COLLECTION FEE (\$) | |
|----------|-----------------------|--------------|------------------|------------|----------------|--------------|---------|---------------------|------------|
| | COLLECTED | CUMULATIVE | COLLECTED | CUMULATIVE | COLLECTED | CUMULATIVE | % | COLLECTED | CUMULATIVE |
| Sep 2020 | - | - | 22,948.36 | 22,948.36 | 22,948.36 | 22,948.36 | 0.78% | 4,211.32 | 4,211.32 |
| Oct 2020 | 15,706.17 | 15,706.17 | 27,928.86 | 50,877.22 | 43,635.03 | 66,583.39 | 2.28% | 5,089.60 | 9,300.92 |
| Nov 2020 | 193,421.32 | 209,127.49 | 26,842.65 | 77,719.87 | 220,263.97 | 286,847.36 | 9.80% | 5,321.22 | 14,622.14 |
| Dec 2020 | 844,736.03 | 1,053,863.52 | 38,140.51 | 115,860.38 | 882,876.54 | 1,169,723.90 | 39.97% | 7,223.63 | 21,845.77 |
| Jan 2021 | 1,067,247.63 | 2,121,111.15 | 11,121.04 | 126,981.42 | 1,078,368.67 | 2,248,092.57 | 76.82% | 1,983.15 | 23,828.92 |
| Feb 2021 | 364,749.95 | 2,485,861.10 | 17,762.96 | 144,744.38 | 382,512.91 | 2,630,605.48 | 89.89% | 3,390.50 | 27,219.42 |
| Mar 2021 | 176,047.64 | 2,661,908.74 | 19,478.93 | 164,223.31 | 195,526.57 | 2,826,132.05 | 96.57% | 5,424.17 | 32,643.59 |
| Apr 2021 | 57,321.88 | 2,719,230.62 | 30,652.50 | 194,875.81 | 87,974.38 | 2,914,106.43 | 99.58% | 6,189.00 | 38,832.59 |
| May 2021 | 42,018.70 | 2,761,249.32 | 15,301.26 | 210,177.07 | 57,319.96 | 2,971,426.39 | 101.54% | 4,112.22 | 42,944.81 |
| Jun 2021 | 24,607.88 | 2,785,857.20 | 8,015.58 | 218,192.65 | 32,623.46 | 3,004,049.85 | 102.65% | 3,068.16 | 46,012.97 |
| Jul 2021 | 20,781.47 | 2,806,638.67 | 5,467.94 | 223,660.59 | 26,249.41 | 3,030,299.26 | 103.55% | 2,808.23 | 48,821.20 |
| Aug 2021 | | | | | | | | | |

| LEVY | CURRENT | PRIOR | ALL YEARS | REVENUE | CURRENT | PRIOR | ALL YEARS |
|-----------------------|--------------|-------------|--------------|--------------------------|--------------|------------|--------------|
| Levy-Cert 7/24/2020 | - | N/A | N/A | Total Levy Collected | 2,775,858.28 | 162,885.58 | 2,938,743.86 |
| Levy-Billed 10/1/2020 | 2,935,785.85 | 633,650.20 | 3,569,436.05 | Total Penalty & Interest | 30,780.39 | 60,775.01 | 91,555.40 |
| Adjusted Levy YTD | 2,926,399.05 | 612,013.75 | 3,538,412.80 | Total Levy + P&I | 2,806,638.67 | 223,660.59 | 3,030,299.26 |
| Increase/Decrease | (9,386.80) | (21,636.45) | (31,023.25) | Taxes as percent of levy | 94.86% | 5.57% | 100.43% |
| Levy Outstanding | 150,540.77 | 449,128.17 | 599,668.94 | P&I as percent of levy | 1.05% | 2.08% | 3.13% |
| | | | | Total as percent of levy | 95.91% | 7.65% | 103.56% |
| | | | | Collection Fee | 7,750.28 | 41,070.92 | 48,821.20 |
| | | | | Total Collected YTD | 2,814,388.95 | 264,731.51 | 3,079,120.46 |



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Financial Statements
Date: September 8, 2021

HISTORY: The district’s fiscal year runs from July 1st through June 30th. The district’s fiscal accounts are audited annually and the results are typically presented at the regular board meeting in November.

RATIONALE: The purpose of this agenda item is to present unaudited interim financial statements as of July 31, 2021 which are attached to this memo. Included are:

- Exhibit G-1: presents budget and actual amounts for the general fund
- Exhibit J-5: presents budget and actual amounts for the debt service fund
- Exhibit C-1: presents the balance sheet for governmental funds
- Exhibit C-3: presents revenues and expenditures for governmental funds
- Exhibit H-4: presents revenues and expenses for internal service funds

BUDGET IMPACT: There is no budget impact associated with this agenda item.

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD’s mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND - UNAUDITED
FOR THE ONE MONTH ENDING JULY 31, 2021

| Data Control Codes | | Budgeted Amounts | | Actual Amounts (GAAP BASIS) | Variance With Final Budget Positive or (Negative) |
|---------------------------------|--|---------------------|----------------------|--------------------------------|--|
| | | Original | Final | | |
| REVENUES: | | | | | |
| 5700 | Total Local and Intermediate Sources | \$ 3,101,144 | \$ 3,101,144 | \$ 25,889 | \$ (3,075,255) |
| 5800 | State Program Revenues | 30,725,856 | 30,725,856 | 149,357 | (30,576,499) |
| 5900 | Federal Program Revenues | 5,268,000 | 5,268,000 | 739 | (5,267,261) |
| 5020 | Total Revenues | <u>39,095,000</u> | <u>39,095,000</u> | <u>175,985</u> | <u>(38,919,015)</u> |
| EXPENDITURES: | | | | | |
| Current: | | | | | |
| 0011 | Instruction | 18,741,079 | 18,741,079 | 804,457 | 17,936,622 |
| 0012 | Instructional Resources and Media Services | 509,500 | 509,500 | 29,112 | 480,388 |
| 0013 | Curriculum and Instructional Staff Development | 182,766 | 182,766 | 21,570 | 161,196 |
| 0021 | Instructional Leadership | 758,050 | 758,050 | 77,216 | 680,834 |
| 0023 | School Leadership | 2,172,042 | 2,172,042 | 205,984 | 1,966,058 |
| 0031 | Guidance, Counseling and Evaluation Services | 1,278,767 | 1,278,767 | 93,709 | 1,185,058 |
| 0032 | Social Work Services | 251,778 | 251,778 | 17,179 | 234,599 |
| 0033 | Health Services | 434,094 | 434,094 | 33,906 | 400,188 |
| 0034 | Student (Pupil) Transportation | 1,326,403 | 1,326,403 | 59,008 | 1,267,395 |
| 0035 | Food Services | 4,000,000 | 4,000,000 | 127,394 | 3,872,606 |
| 0036 | Extracurricular Activities | 1,047,623 | 1,047,623 | 61,491 | 986,132 |
| 0041 | General Administration | 1,650,008 | 1,650,008 | 143,179 | 1,506,829 |
| 0051 | Facilities Maintenance and Operations | 4,377,423 | 4,377,423 | 310,664 | 4,066,759 |
| 0052 | Security and Monitoring Services | 896,658 | 896,658 | 43,026 | 853,632 |
| 0053 | Data Processing Services | 1,377,417 | 1,377,417 | 300,569 | 1,076,848 |
| 0061 | Community Services | 26,147 | 26,147 | 192 | 25,955 |
| Debt Service: | | | | | |
| 0071 | Principal on Long Term Debt | - | - | - | - |
| 0072 | Interest on Long Term Debt | - | - | - | - |
| 0073 | Bond Issuance Cost and Fees | - | - | - | - |
| Capital Outlay: | | | | | |
| 0081 | Facilities Acquisition and Construction | 220,000 | 220,000 | 29,339 | 190,661 |
| Intergovernmental: | | | | | |
| 0099 | Other Intergovernmental Charges | 44,500 | 44,500 | 10 | 44,490 |
| 6030 | Total Expenditures | <u>39,294,255</u> | <u>39,294,255</u> | <u>2,358,005</u> | <u>36,936,250</u> |
| 1100 | Excess (Deficiency) of Revenues Over(Under) Expenditures | <u>(199,255)</u> | <u>(199,255)</u> | <u>(2,182,020)</u> | <u>(1,982,765)</u> |
| OTHER FINANCING SOURCES (USES): | | | | | |
| 7912 | Sale of Real and Personal Property | 5,000 | 5,000 | 2,558 | (2,442) |
| 7915 | Transfers In | - | - | - | - |
| 8911 | Transfers Out (Use) | - | - | - | - |
| 7080 | Total Other Financing Sources (Uses) | <u>5,000</u> | <u>5,000</u> | <u>2,558</u> | <u>(2,442)</u> |
| 1200 | Net Changes in Fund Balances | <u>(194,255)</u> | <u>(194,255)</u> | <u>(2,179,462)</u> | <u>(1,985,207)</u> |
| 0100 | Fund Balance - July 1 (Beginning) | - | 12,212,999 | 12,212,999 | - |
| 3000 | Fund Balance - June 30 (Ending) | <u>\$ (194,255)</u> | <u>\$ 12,018,744</u> | <u>\$ 10,033,537</u> | <u>\$ (1,985,207)</u> |

SAN ELIZARIO ISD
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - DEBT SERVICE FUND - UNAUDITED
 FOR THE ONE MONTH ENDING JULY 31, 2021

| Data Control Codes | | Budgeted Amounts | | Actual Amounts (GAAP BASIS) | Variance With Final Budget Positive or (Negative) |
|--------------------------|--------------------------------------|--------------------|-------------------|--------------------------------|--|
| | | Original | Final | | |
| | REVENUES: | | | | |
| 5700 | Total Local and Intermediate Sources | \$ 571,406 | \$ 571,406 | \$ 3,248 | \$ (568,159) |
| 5800 | State Program Revenues | 1,054,766 | 1,054,766 | - | (1,054,766) |
| 5020 | Total Revenues | <u>1,626,172</u> | <u>1,626,172</u> | <u>3,248</u> | <u>(1,622,925)</u> |
| | EXPENDITURES: | | | | |
| | Debt Service: | | | | |
| 0071 | Principal on Long Term Debt | 610,000 | 610,000 | - | 610,000 |
| 0072 | Interest on Long Term Debt | 1,067,900 | 1,067,900 | - | 1,067,900 |
| 0073 | Bond Issuance Cost and Fees | 1,000 | 1,000 | - | 1,000 |
| 6030 | Total Expenditures | <u>1,678,900</u> | <u>1,678,900</u> | <u>-</u> | <u>1,678,900</u> |
| 1200 | Net Changes in Fund Balances | (52,728) | (52,728) | 3,248 | (3,301,825) |
| 0100 | Fund Balance - July 1 (Beginning) | - | 234,307 | 234,307 | - |
| 3000 | Fund Balance - June 30 (Ending) | <u>\$ (52,728)</u> | <u>\$ 181,579</u> | <u>\$ 237,555</u> | <u>\$ (3,301,825)</u> |

SAN ELIZARIO ISD
BALANCE SHEET
GOVERNMENTAL FUNDS - UNAUDITED
AS OF JULY 31, 2021

| Data Control Codes | General Fund | Other Funds | Total Governmental Funds | |
|--------------------------------------|---|----------------------|--------------------------------|----------------------|
| ASSETS | | | | |
| 1110 | Cash and Cash Equivalents | \$ 13,043,523 | \$ 1,792,179 | \$ 14,835,702 |
| 1220 | Property Taxes - Delinquent | 647,505 | 54,181 | 701,686 |
| 1230 | Allowance for Uncollectible Taxes (Credit) | (59,332) | (4,845) | (64,177) |
| 1240 | Receivables from Other Governments | 17,414 | 1,040,073 | 1,057,487 |
| 1250 | Accrued Interest | 739 | - | 739 |
| 1260 | Due from Other Funds | 1,041,376 | 191,183 | 1,232,559 |
| 1300 | Inventories | 198,341 | - | 198,341 |
| 1410 | Prepayments | - | - | - |
| 1000 | Total Assets | <u>14,889,566</u> | <u>3,072,771</u> | <u>17,962,337</u> |
| LIABILITIES | | | | |
| 2110 | Accounts Payable | 439,202 | 13,944 | 453,146 |
| 2150 | Payroll Deductions and Withholdings Payable | 272,147 | - | 272,147 |
| 2160 | Accrued Wages Payable | 735,859 | 78,601 | 814,460 |
| 2170 | Due to Other Funds | 668,052 | 874,007 | 1,542,059 |
| 2180 | Due to Other Governments | 2,009,526 | 120,526 | 2,130,052 |
| 2200 | Accrued Expenditures | 119,022 | - | 119,022 |
| 2300 | Unearned Revenues | 24,049 | 14,202 | 38,251 |
| 2000 | Total Liabilities | <u>4,267,857</u> | <u>1,101,280</u> | <u>5,369,137</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| 2601 | Unavailable Revenue - Property Taxes | 588,174 | 49,336 | 637,510 |
| 2600 | Total Deferred Inflows of Resources | <u>588,174</u> | <u>49,336</u> | <u>637,510</u> |
| FUND BALANCES | | | | |
| Nonspendable Fund Balance: | | | | |
| 3410 | Inventories | 174,292 | - | 174,292 |
| Restricted Fund Balance: | | | | |
| 3450 | Federal or State Funds Grant Restriction | 25,881 | 136,189 | 162,070 |
| 3470 | Capital Acquisition and Contractual Obligation | - | 1,417,091 | 1,417,091 |
| 3480 | Retirement of Long-Term Debt | - | 237,555 | 237,555 |
| 3490 | Other Restricted Fund Balance | - | 131,320 | 131,320 |
| 3510 | Committed Fund Balance - Construction | 117,220 | - | 117,220 |
| 3600 | Unassigned Fund Balance | 9,716,143 | - | 9,716,143 |
| 3000 | Total Fund Balances | <u>10,033,535</u> | <u>1,922,155</u> | <u>11,955,691</u> |
| 4000 | Total Liabilities, Deferred Inflows & Fund Balances | <u>\$ 14,889,566</u> | <u>\$ 3,072,771</u> | <u>\$ 17,962,338</u> |

SAN ELIZARIO ISD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED
FOR THE ONE MONTH ENDING JULY 31, 2021

| Data Control Codes | General Fund | Other Funds | Total Governmental Funds |
|---|----------------------|---------------------|--------------------------|
| REVENUES: | | | |
| 5700 Total Local and Intermediate Sources | \$ 25,889 | \$ 6,019 | \$ 31,908 |
| 5800 State Program Revenues | 149,357 | 24,220 | 173,577 |
| 5900 Federal Program Revenues | 739 | 256,393 | 257,132 |
| 5020 Total Revenues | <u>175,985</u> | <u>286,632</u> | <u>462,617</u> |
| EXPENDITURES: | | | |
| Current: | | | |
| 0011 Instruction | 804,457 | 118,689 | 923,146 |
| 0012 Instructional Resources and Media Services | 29,112 | - | 29,112 |
| 0013 Curriculum Instructional Staff Development | 21,570 | 120,980 | 142,550 |
| 0021 Instructional Leadership | 77,216 | 11,090 | 88,306 |
| 0023 School Leadership | 205,984 | 2,000 | 207,984 |
| 0031 Guidance, Counseling and Evaluation Services | 93,709 | 212 | 93,921 |
| 0032 Social Work Services | 17,179 | - | 17,179 |
| 0033 Health Services | 33,906 | 5,877 | 39,783 |
| 0034 Student (Pupil) Transportation | 59,008 | - | 59,008 |
| 0035 Food Services | 127,394 | 6,934 | 134,328 |
| 0036 Extracurricular Activities | 61,491 | (15) | 61,476 |
| 0041 General Administration | 143,179 | - | 143,179 |
| 0051 Facilities Maintenance and Operations | 310,664 | - | 310,664 |
| 0052 Security and Monitoring Services | 43,026 | - | 43,026 |
| 0053 Data Processing Services | 300,569 | - | 300,569 |
| 0061 Community Services | 192 | 4,184 | 4,376 |
| Debt Service: | | | |
| 0071 Principal on Long Term Debt | - | - | - |
| 0072 Interest on Long Term Debt | - | - | - |
| 0073 Bond Issuance Cost and Fees | - | - | - |
| Capital Outlay: | | | |
| 0081 Facilities Acquisition and Construction | 29,339 | - | 29,339 |
| Intergovernmental: | | | |
| 0099 Other Intergovernmental Charges | 10 | - | 10 |
| 6030 Total Expenditures | <u>2,358,005</u> | <u>269,951</u> | <u>2,627,956</u> |
| 1100 Excess (Deficiency) of Revenues Over(Under) Expenditures | <u>(2,182,020)</u> | <u>16,681</u> | <u>(2,165,339)</u> |
| OTHER FINANCING SOURCES (USES) | | | |
| 7912 Sale of Real and Personal Property | 2,558 | - | 2,558 |
| 7915 Transfers In | - | - | - |
| 8911 Transfers Out (Use) | - | - | - |
| 7080 Total Other Financing Sources (Uses) | <u>2,558</u> | <u>-</u> | <u>2,558</u> |
| 1200 Net Change in Fund Balances | <u>(2,179,462)</u> | <u>16,681</u> | <u>(2,162,781)</u> |
| 0100 Fund Balance - July 1 (Beginning) | 12,212,999 | 1,905,476 | 14,118,475 |
| 1300 Prior Period Adjustment | - | - | - |
| 3000 Fund Balance - June 30 (Ending) | <u>\$ 10,033,537</u> | <u>\$ 1,922,157</u> | <u>\$ 11,955,694</u> |

SAN ELIZARIO ISD
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
 INTERNAL SERVICE FUNDS - UNAUDITED
 FOR THE ONE MONTH ENDING JULY 31, 2021

| | 753 Self Insurance Health Fund | 770 Self Insurance W/ Comp Fund | Total Internal Service Funds |
|--|---|--|------------------------------------|
| OPERATING REVENUES: | | | |
| Local and Intermediate Sources | \$ 362,988 | \$ 22,181 | \$ 385,169 |
| Total Operating Revenues | <u>362,988</u> | <u>22,181</u> | <u>385,169</u> |
| OPERATING EXPENSES: | | | |
| Professional and Contracted Services | 406,462 | 7,455 | 413,917 |
| Other Operating Costs | <u>73,772</u> | <u>-</u> | <u>73,772</u> |
| Total Operating Expenses | <u>480,234</u> | <u>7,455</u> | <u>487,689</u> |
| Operating Income (Loss) | <u>(117,246)</u> | <u>14,726</u> | <u>(102,520)</u> |
| NONOPERATING REVENUES (EXPENSES): | | | |
| Earnings from Temporary Deposits & Investments | <u>63</u> | <u>106</u> | <u>169</u> |
| Total Nonoperating Revenues (Expenses) | <u>63</u> | <u>106</u> | <u>169</u> |
| Income (Loss) Before Transfers | <u>(117,183)</u> | <u>14,832</u> | <u>(102,351)</u> |
| Transfer In | <u>-</u> | <u>-</u> | <u>-</u> |
| Change in Net Position | <u>(117,183)</u> | <u>14,832</u> | <u>(102,351)</u> |
| Total Net Position - July 1 (Beginning) | <u>231,150</u> | <u>1,120,987</u> | <u>1,352,137</u> |
| Total Net Position - June 30 (Ending) | <u>\$ 113,967</u> | <u>\$ 1,135,819</u> | <u>\$ 1,249,786</u> |



San Elizario ISD
 P.O. Box 920
 San Elizario, TX 79849
 Phone 915.872.3900
 Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Investment Report
Date: September 8, 2021

HISTORY: 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 report period in accordance with section 2256.023 of the Texas Government Code.

RATIONALE: The purpose of this agenda item is to present that investment report which is attached to this memo.

BUDGET IMPACT: Interest earned by fund is summarized as follows as of July 31, 2021:

| Fund | Amount |
|---------------------------------|------------|
| General Fund (199) | \$1,484.20 |
| Debt Service Fund (599) | \$24.10 |
| Capital Projects Fund (699) | \$6.15 |
| Health Insurance Fund (753) | \$63.00 |
| Workers Compensation Fund (770) | \$105.62 |

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

San Elizario I.S.D.
 Statement of Interest Earned
 For The One Month Ending July 31, 2021

| | | | |
|--|--|-----------|------------------------|
| | General Fund | \$ | 1,484.20 |
| | Interest & Sinking (Debt Service) Fund | \$ | 24.10 |
| | Capital Projects Fund | \$ | 6.15 |
| | Health Insurance Fund | \$ | 63.00 |
| | Workers Compensation Fund | \$ | 105.62 |
| | Total | \$ | <u>1,683.07</u> |

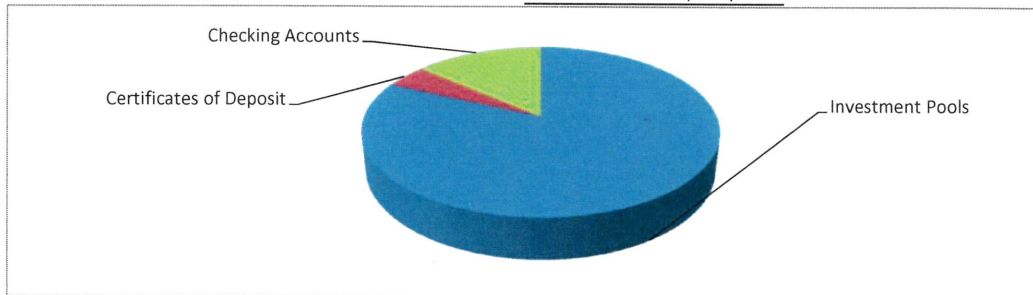
We, the undersigned Investment Officers, do hereby certify that the above investment information, is in compliance with Board Policy (CDA Local) and requirements stated in Sec. 2256.023 of the PFIA.



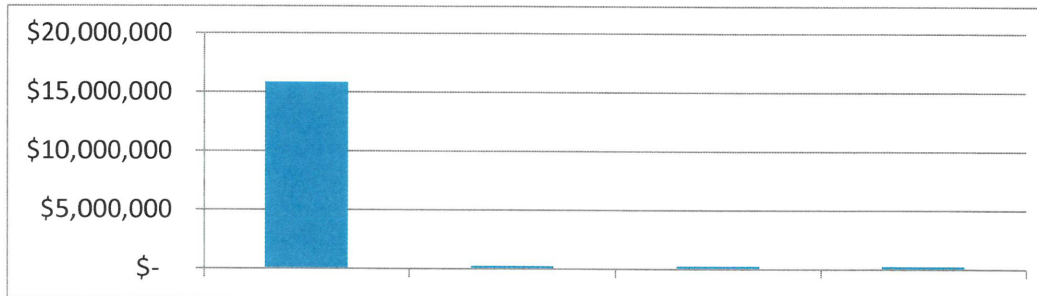
Chief Financial Officer
August 25, 2021
Date

Portfolio Diversification

| By Investment Type | Current Market Value | Portfolio % |
|-------------------------|----------------------|-------------|
| Investment Pools | \$ 13,501,290 | 81.68% |
| Certificates of Deposit | \$ 750,000 | 4.54% |
| Checking Accounts | \$ 2,278,232 | 13.78% |
| | <u>\$ 16,529,522</u> | |



| By Investment Maturity | Current Market Value | Portfolio % |
|------------------------|----------------------|-------------|
| Overnight | \$ 15,779,522 | 95.46% |
| 0 - 1 Year | \$ 250,000 | 1.51% |
| 1 - 2 Years | \$ 250,000 | 1.51% |
| 2 + years | \$ 250,000 | 1.51% |
| | <u>\$ 16,529,522</u> | |



| |
|---------------------|
| General Fund |
|---------------------|

Wells Fargo- General Operating Checking Account

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 1,889,584.09 | 0.00% | \$ - |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | <u>\$ -</u> |

Wells Fargo- Food Service Checking Account

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 16,986.48 | 0.00% | \$ - |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | <u>\$ -</u> |

Lone Star Investment Pool- Corporate Overnight Plus Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 6,837,661.35 | 0.09% | \$ 553.13 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | <u>\$ 553.13</u> |

Lone Star Investment Pool- Corporate Overnight Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 348,829.63 | 0.08% | \$ 25.09 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 25.09 |

Lone Star Investment Pool- Government Overnight Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 173,545.65 | 0.01% | \$ 0.72 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 0.72 |

Texas CLASS Investment Pool- General Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 3,186,405.30 | 0.06% | \$ 166.37 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 166.37 |

GECU- Certificate of Deposit (Date Opened: 4/21/2021 Maturity Date: 4/21/2024)

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | 2+ Years | \$ 250,000.00 | 0.80% | \$ 169.86 |
| 01-Aug-21 | 31-Aug-21 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Sep-21 | 30-Sep-21 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Oct-21 | 31-Oct-21 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Nov-21 | 30-Nov-21 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Dec-21 | 31-Dec-21 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Jan-22 | 31-Jan-22 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Feb-22 | 28-Feb-22 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Mar-22 | 31-Mar-22 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Apr-22 | 30-Apr-22 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-May-22 | 31-May-22 | 2+ Years | \$ - | 0.80% | \$ - |
| 01-Jun-22 | 30-Jun-22 | 2+ Years | \$ - | 0.80% | \$ - |
| Interest Earned: | | | | | \$ 169.86 |

FLFCU- Certificate of Deposit (Date Opened: 11/6/2019 Maturity Date: 11/6/2022)

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | 1 - 2 years | \$ 250,000.00 | 1.93% | \$ 409.79 |
| 01-Aug-21 | 31-Aug-21 | 1 - 2 years | \$ - | 1.93% | \$ - |
| 01-Sep-21 | 30-Sep-21 | 1 - 2 years | \$ - | 1.93% | \$ - |
| 01-Oct-21 | 31-Oct-21 | 1 - 2 years | \$ - | 1.93% | \$ - |
| 01-Nov-21 | 30-Nov-21 | 1 - 2 years | \$ - | 1.93% | \$ - |
| 01-Dec-21 | 31-Dec-21 | 0 - 1 years | \$ - | 1.93% | \$ - |
| 01-Jan-22 | 31-Jan-22 | 0 - 1 years | \$ - | 1.93% | \$ - |
| 01-Feb-22 | 28-Feb-22 | 0 - 1 years | \$ - | 1.93% | \$ - |
| 01-Mar-22 | 31-Mar-22 | 0 - 1 years | \$ - | 1.93% | \$ - |
| 01-Apr-22 | 30-Apr-22 | 0 - 1 years | \$ - | 1.93% | \$ - |
| 01-May-22 | 31-May-22 | 0 - 1 years | \$ - | 1.93% | \$ - |
| 01-Jun-22 | 30-Jun-22 | 0 - 1 years | \$ - | 1.93% | \$ - |
| Interest Earned: | | | | | \$ 409.79 |

Bank of Texas- Certificate of Deposit (Date Opened: 5/25/2020 Maturity Date: 5/25/2022)

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | 0 - 1 year | \$ 250,000.00 | 0.75% | \$ 159.24 |
| 01-Aug-21 | 31-Aug-21 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Sep-21 | 30-Sep-21 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Oct-21 | 31-Oct-21 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Nov-21 | 30-Nov-21 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Dec-21 | 31-Dec-21 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Jan-22 | 31-Jan-22 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Feb-22 | 28-Feb-22 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Mar-22 | 31-Mar-22 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Apr-22 | 30-Apr-22 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-May-22 | 31-May-22 | 0 - 1 year | \$ - | 0.75% | \$ - |
| 01-Jun-22 | 30-Jun-22 | 0 - 1 year | \$ - | 0.75% | \$ - |
| Interest Earned: | | | | | \$ 159.24 |

Total General Fund Interest Earned **\$ 1,484.20**

Interest & Sinking Fund (Debt Service)

Lone Star Investment Pool- Corporate Overnight Plus Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 304,547.93 | 0.09% | \$ 23.89 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 23.89 |

Lone Star Investment Pool- Government Overnight Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 50,042.39 | 0.01% | \$ 0.21 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 0.21 |

Total Debt Service Fund Interest Earned **\$ 24.10**

Capital Projects Fund

2015 Bond Construction Fund - Government Overnight Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 1,417,090.53 | 0.01% | \$ 6.15 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 6.15 |

Total Capital Projects Fund Interest Earned **\$ 6.15**

Health Insurance Fund

Wells Fargo- Health Insurance

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|---|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 223,855.95 | 0.16% | \$ 63.00 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 63.00 |
| Total Health Insurance Fund Interest Earned | | | | | \$ 63.00 |

Workers Compensation Fund

Wells Fargo- Worker's Compensation

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|-----------------------|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 147,805.80 | 0.16% | \$ 20.52 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 20.52 |

Lone Star Investment Pool- Corporate Overnight Fund

| <i>Beginning Date</i> | <i>Ending Date</i> | <i>Maturity</i> | <i>Bank Balance</i> | <i>Interest Rate</i> | <i>Interest Earned</i> |
|--|--------------------|-----------------|---------------------|----------------------|------------------------|
| 01-Jul-21 | 31-Jul-21 | Overnight | \$ 1,183,166.82 | 0.08% | \$ 85.10 |
| 01-Aug-21 | 31-Aug-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Sep-21 | 30-Sep-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Oct-21 | 31-Oct-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Nov-21 | 30-Nov-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Dec-21 | 31-Dec-21 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jan-22 | 31-Jan-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Feb-22 | 28-Feb-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Mar-22 | 31-Mar-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Apr-22 | 30-Apr-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-May-22 | 31-May-22 | Overnight | \$ - | 0.00% | \$ - |
| 01-Jun-22 | 30-Jun-22 | Overnight | \$ - | 0.00% | \$ - |
| Interest Earned: | | | | | \$ 85.10 |
| Total Worker's Compensation Fund Interest Earned : | | | | | \$ 105.62 |



First Public
12007 Research Blvd.
Austin, Texas 78759
800.558.8875 • firstpublic.com

Fund Performance Update

July 31, 2021

Comments by Mellon, Investment Manager

Custodian Bank: State Street Bank
Investment Managers:
American Beacon Advisors and Mellon
The Lone Star Investment Pool is
endorsed by:



The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, changes, and expenses associated with this or any security prior to investing. Investment in Lone Star Investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although Lone Star seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement contact First Public at 800.558.8875. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

The U.S. equity markets continued to move higher in July as the S&P 500 saw gains for the sixth consecutive month. U.S. Treasury yields were lower and the curve became flatter as the 10-year note led the decline, falling by 25 basis points. The spreading of the Delta variant of Covid-19 raised concerns of slower than expected economic growth. The first estimate of second quarter GDP reported an increase of 6.5%, which was led by personal consumption.

The housing market has been soaring over the past year. Pending home sales, however, unexpectedly fell in July as surging prices led to a cooling of demand. The FOMC meeting in July was relatively uneventful. The Fed indicated that they are getting close to beginning discussions on the appropriate timing of tapering the monthly bond purchases.

Active Participants This Month

| | |
|----------------------|------------|
| Schools and Colleges | 571 |
| Other Governmental | 80 |
| <i>Total</i> | <i>651</i> |



Government Overnight Fund

Return Information

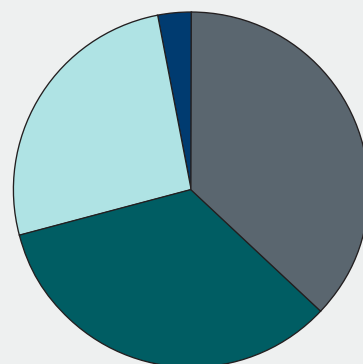
July 31, 2021

| | |
|------------------------------------|----------|
| Average Monthly Return (a) | 0.01% |
| SEC 7-day Fund Yield (b) | 0.01% |
| Weighted Average Maturity One (c) | 50 days |
| Weighted Average Maturity Two (c) | 105 days |
| Portfolio Maturing beyond One Year | 6% |
| Net Asset Value (NAV) | \$1.00 |
| Annualized Expense Ratio | 0.06% |
| Standard & Poor's Rating | AAAm |

Inventory Position

| | Book Value | Market Value |
|---------------------|-------------------------|-------------------------|
| Cash/Repo | 1,015,084,642.75 | 1,015,084,642.75 |
| US Treasuries | 1,342,696,235.39 | 1,342,737,299.75 |
| Agencies | 1,427,288,729.37 | 1,427,434,644.82 |
| Money Market Funds | 117,184,926.16 | 117,184,926.16 |
| Total Assets | 3,902,254,533.67 | 3,902,441,513.48 |

Investment Distribution



| | |
|--------------|-----|
| Agencies | 37% |
| Treasuries | 34% |
| Cash/Repo | 26% |
| Money Market | 3% |

(a) The return information represents the average annualized rate of return on investments for the time period referenced. Return rates reflect a partial waiver of the Lone Star Investment Pool operating expense. Past performance is no guarantee of future results.

Corporate Overnight Fund

Return Information

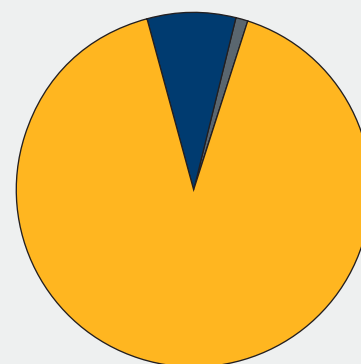
July 31, 2021

| | |
|------------------------------------|---------|
| Average Monthly Return (a) | 0.08% |
| SEC 7-day Fund Yield (b) | 0.08% |
| Weighted Average Maturity One (c) | 48 days |
| Weighted Average Maturity Two (c) | 58 days |
| Portfolio Maturing beyond One Year | 0% |
| Net Asset Value (NAV) | \$1.00 |
| Annualized Expense Ratio | 0.06% |
| Standard & Poor's Rating | AAAm |

Inventory Position

| | Book Value | Market Value |
|---------------------|--------------------------|--------------------------|
| Cash/Repo | - | - |
| US Treasuries | - | - |
| Agencies | 19,997,480.00 | 20,026,469.60 |
| Commercial Paper | 3,075,519,226.30 | 3,075,670,863.49 |
| Money Market Funds | 265,991,338.18 | 266,028,850.67 |
| Total Assets | 3,361,416,939.52* | 3,361,635,078.80* |

Investment Distribution



| | |
|------------------|-----|
| Commercial Paper | 91% |
| Money Market | 8%* |
| Agencies | 1% |

* Total Assets reflects unsettled securities transaction that has a net effect of (91,104.96)

(b)

$$\text{Yield} = 2 \left[\left[\frac{a-b}{cd} + 1 \right]^{\frac{360}{d}} - 1 \right]$$

SEC 7-Day Yield Calculation

a - Dividend and interest income
b - Expenses accrued for the period
c - Average daily number of shares outstanding during the period that was entitled to dividends
d - Maximum offering price per share on the last day of the period

Corporate Overnight Plus Fund

Return Information

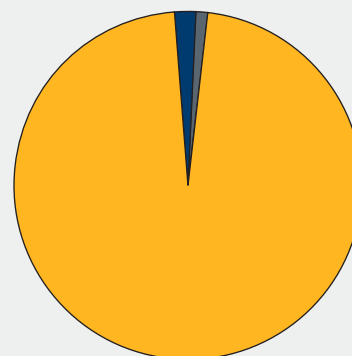
July 31, 2021

| | |
|------------------------------------|----------|
| Average Monthly Return (a) | 0.09% |
| SEC 7-day Fund Yield (b) | 0.09% |
| Weighted Average Maturity One (c) | 76 days |
| Weighted Average Maturity Two (c) | 86 days |
| Portfolio Maturing beyond One Year | 0% |
| Net Asset Value (NAV) | \$1.00 |
| Annualized Expense Ratio | 0.06% |
| Standard & Poor's Rating | AAAf/S1+ |

Inventory Position

| | Book Value | Market Value |
|---------------------|--------------------------|--------------------------|
| Cash/Repo | - | - |
| US Treasuries | - | - |
| Agencies | 49,994,960.20 | 50,066,580.80 |
| Commercial Paper | 6,746,963,059.16 | 6,747,374,663.24 |
| Money Market Funds | 107,468,088.45 | 107,471,823.01 |
| Total Assets | 6,904,269,320.60* | 6,904,756,279.84* |

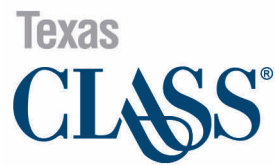
Investment Distribution



| | |
|------------------|-----|
| Commercial Paper | 97% |
| Money Market | 2%* |
| Agencies | 1% |

* Total Assets reflects unsettled securities transaction that has a net effect of (156,787.21)

(c) The Weighted Average Maturity One calculation uses the industry standard definition of state maturity for floating rate instruments, the number of days until the next reset date. The Weighted Average Maturity Two calculation uses the final maturity of any floating rate instruments, as opined in Texas Attorney General Opinion No. JC0359.



Texas CLASS

Texas CLASS

| Date | Dividend Rate | Daily Yield |
|------------|---------------|-------------|
| 07/01/2021 | 0.00001590 | 0.0580% |
| 07/02/2021 | 0.00006500 | 0.0593% |
| 07/03/2021 | 0.00000000 | 0.0593% |
| 07/04/2021 | 0.00000000 | 0.0593% |
| 07/05/2021 | 0.00000000 | 0.0593% |
| 07/06/2021 | 0.00001736 | 0.0634% |
| 07/07/2021 | 0.00001617 | 0.0590% |
| 07/08/2021 | 0.00001651 | 0.0603% |
| 07/09/2021 | 0.00004800 | 0.0584% |
| 07/10/2021 | 0.00000000 | 0.0584% |
| 07/11/2021 | 0.00000000 | 0.0584% |
| 07/12/2021 | 0.00001826 | 0.0666% |
| 07/13/2021 | 0.00001775 | 0.0648% |
| 07/14/2021 | 0.00001701 | 0.0621% |
| 07/15/2021 | 0.00001735 | 0.0633% |
| 07/16/2021 | 0.00005127 | 0.0624% |
| 07/17/2021 | 0.00000000 | 0.0624% |
| 07/18/2021 | 0.00000000 | 0.0624% |
| 07/19/2021 | 0.00001711 | 0.0625% |
| 07/20/2021 | 0.00001697 | 0.0619% |
| 07/21/2021 | 0.00001730 | 0.0631% |
| 07/22/2021 | 0.00001727 | 0.0631% |
| 07/23/2021 | 0.00005154 | 0.0627% |
| 07/24/2021 | 0.00000000 | 0.0627% |
| 07/25/2021 | 0.00000000 | 0.0627% |
| 07/26/2021 | 0.00001705 | 0.0623% |
| 07/27/2021 | 0.00001670 | 0.0610% |
| 07/28/2021 | 0.00001693 | 0.0618% |
| 07/29/2021 | 0.00001682 | 0.0614% |
| 07/30/2021 | 0.00003388 | 0.0618% |
| 07/31/2021 | 0.00000000 | 0.0618% |

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Budget Amendment
Date: September 8, 2021

HISTORY: The District's 2021-2022 budget was officially approved at the June 23, 2021 special Board meeting.

RATIONALE: The purpose of this agenda item is to amend budgeted revenues and/or expenditures in the following five areas:

- **Special Education**
 - House Bill 2, passed by the 87th Legislature provides additional special education funding to districts to ensure that the state meets maintenance of state financial support for Part B of the Individuals with Disabilities Education Act (IDEA) in the current year. As a result, SEISD is receiving a supplemental payment of \$27,659 and at least 55% of these funds need to be used under the special education program. \$17,000 or 61% of these funds are being budgeted with \$9,000 under function 11 and \$8,000 under function 31 and \$27,659 is being budgeted under state revenues 5800.
- **Future-Ready Superintendents Leadership Network**
 - A separate agenda item and memo regarding this is included in the Board packet. If approved, then \$3,015 would be budgeted under function 21 and \$3,015 would be budgeted under function 41.
- **Intramurals**
 - A separate memo regarding this is included in the Board packet. The budget for intramurals needs to be increased based on the schedule that has been developed and the recently revised hourly rate for teachers. Function 36 is being increased by \$13,300 for this purpose.
- **PPE Supplies provided by TDEM for rapid testing**
 - As part of the rapid testing program through the Texas Division of Emergency Management (TDEM), personal protective equipment to include gowns, masks, gloves, face shields and sanitizer was provided along with the testing kits. There was still \$29,012 worth of items on hand as of the warehouse's year-end inventory count. \$29,012 is being budgeted under federal program revenues 5900 and under function 33 health services.

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



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- **Pathway of Champions Project**

- This project was in progress at year end and the 2021-22 budget was adopted with an estimated amount in function 81. Based on the actual construction pay application received for the period ending June 30th, the budget in function 81 can now be decreased to reflect a more accurate estimate of the costs remaining to be incurred in this fiscal year; therefore, function 81 is being decreased accordingly by \$65,000.

BUDGET IMPACT: The budget impact for these amendments can be seen on the attachment.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the budget amendment as presented.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

**SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
GENERAL FUND**

| | 2021-2022 | 2021-2022 | 2021-2022 | SPED | FRSLN | Intramurals | TDEM PPE | POC | 2021-2022 |
|---|---------------------|----------------------|----------------------|-----------|----------|-------------|-----------|-------------|----------------------|
| | Fund 101 | Fund 199 | Adopted | AMD | AMD | AMD | AMD | AMD | Amended |
| | | | | 9/8/21 | 9/8/21 | 9/8/21 | 9/8/21 | 9/8/21 | |
| REVENUES | | | | | | | | | |
| 5700 Total Local and Intermediate Sources | \$ 180,000 | \$ 2,921,144 | \$ 3,101,144 | | | | | | \$ 3,101,144 |
| 5800 State Sources | \$ 77,000 | \$ 30,648,856 | \$ 30,725,856 | \$ 27,659 | | | | | \$ 30,753,515 |
| 5900 Federal Programs | \$ 3,743,000 | \$ 1,525,000 | \$ 5,268,000 | | | | \$ 29,012 | | \$ 5,297,012 |
| <i>Total Revenues</i> | <u>\$ 4,000,000</u> | <u>\$ 35,095,000</u> | <u>\$ 39,095,000</u> | | | | | | <u>\$ 39,151,671</u> |
| EXPENDITURES | | | | | | | | | |
| 11 Instruction | \$ - | \$ 18,741,079 | 18,741,079 | \$ 9,000 | | | | | \$ 18,750,079 |
| 12 Instructional Resources and Media Services | \$ - | \$ 509,500 | 509,500 | | | | | | \$ 509,500 |
| 13 Curriculum and Instructional Staff Development | \$ - | \$ 182,766 | 182,766 | | | | | | \$ 182,766 |
| 21 Instructional Leadership | \$ - | \$ 758,050 | 758,050 | | \$ 3,015 | | | | \$ 761,065 |
| 23 School Leadership | \$ - | \$ 2,172,042 | 2,172,042 | | | | | | \$ 2,172,042 |
| 31 Guidance, Counseling and Evaluation Services | \$ - | \$ 1,278,767 | 1,278,767 | \$ 8,000 | | | | | \$ 1,286,767 |
| 32 Social Work Services | \$ - | \$ 251,778 | 251,778 | | | | | | \$ 251,778 |
| 33 Health Services | \$ - | \$ 434,094 | 434,094 | | | | \$ 29,012 | | \$ 463,106 |
| 34 Student (Pupil) Transportation | \$ - | \$ 1,326,403 | 1,326,403 | | | | | | \$ 1,326,403 |
| 35 Food Services | \$ 4,000,000 | \$ - | 4,000,000 | | | | | | \$ 4,000,000 |
| 36 Cocurricular/Extracurricular Activities | \$ - | \$ 1,047,623 | 1,047,623 | | | \$ 13,300 | | | \$ 1,060,923 |
| 41 General Administration | \$ - | \$ 1,650,008 | 1,650,008 | | \$ 3,015 | | | | \$ 1,653,023 |
| 51 Facilities Maintenance and Operations | \$ - | \$ 4,377,423 | 4,377,423 | | | | | | \$ 4,377,423 |
| 52 Security and Monitoring Services | \$ - | \$ 896,658 | 896,658 | | | | | | \$ 896,658 |
| 53 Data Processing Services | \$ - | \$ 1,377,417 | 1,377,417 | | | | | | \$ 1,377,417 |
| 61 Community Services | \$ - | \$ 26,147 | 26,147 | | | | | | \$ 26,147 |
| 71 Debt Service - Principal on Long Term Debt | \$ - | \$ - | - | | | | | | \$ - |
| 81 Facilities Acquisition and Construction | \$ - | \$ 220,000 | 220,000 | | | | | \$ (65,000) | \$ 155,000 |
| 99 Other Intergovernmental Charges | \$ - | \$ 44,500 | 44,500 | | | | | | \$ 44,500 |
| <i>Total Expenditures</i> | <u>\$ 4,000,000</u> | <u>\$ 35,294,255</u> | <u>\$ 39,294,255</u> | | | | | | <u>\$ 39,294,597</u> |
| REVENUES OVER(UNDER) EXPENDITURES | <u>\$ -</u> | <u>\$ (199,255)</u> | <u>\$ (199,255)</u> | | | | | | <u>\$ (142,927)</u> |



San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: PO #42937: Dell Marketing
Date: September 8, 2021

HISTORY:

ARP ESSER III funds Group 2 allows the purchasing of educational technology (hardware, software, and connectivity) for students that aid in the regular/substantive educational interaction between students and instructors.

RATIONALE:

This purchase will support the 1:1 technology initiative integration for the 9th-grade high school students—a device assigned per student providing technology for online learning.

BUDGET IMPACT:

The total cost for these 300 laptops is \$209,685.00, funded through ESSER III funds.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase of these devices. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: For approval Report/Information only Recognition only



San Elizario Independent School District

1050 Chicken Ranch Road
 San Elizario, TX 79849-9999
 (915) 872-3900

PURCHASE ORDER NUMBER

42937

Date: 08/30/2021

Page 1 of 1

VENDOR: 4073

**TO: Dell Marketing L.P.
 P.O. Box 676021
 Dallas, TX 75267-6021**

**SHIP TO: San Elizario Independent School
 200 N Herring
 San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-274-7799

VENDOR FAX: 512-283-3617

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|--------------|-----------|----------|----------|---|------------|------------|------------------|
| 1 | 300.00000 | BOX | 460-BCQO | 9th Grade Cohort Laptops for 1 to 1 initiative. Dell Essential Sleeve 15 (ES1520V) SEISD Quote# 22-1096 TX DIR-TSO-3763 Please forward PO to Melanie Madrid- Technology | 10.95 | 0.00 | 3285.00 |
| 2 | 300.00000 | BOX | A6882689 | Logitech USB Headset H540 - Headset - on-ear - wired - USB | 39.00 | 0.00 | 11700.00 |
| 3 | 300.00000 | BOX | 210-AVKC | Dell Latitude 3310 XCTO | 649.00 | 0.00 | 194700.00 |
| TOTAL | | | | | | | 209685.00 |

| P.O. Source | Account Number | Amount |
|--------------------|-----------------------|---------|
| Budget Requisition | 282.11.6395.02.001.30 | 209,685 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Herberto Rivas



San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: PO #42938: Apple Computer
Date: September 8, 2021

HISTORY:

ARP ESSER III funds Group 2 allows the purchasing of educational technology (hardware, software, and connectivity) for students that aid in the regular/substantive educational interaction between students and instructors.

RATIONALE:

This purchase will support the 1:1 technology initiative integration for the PPK and PK students—a device assigned per student providing technology for online learning.

BUDGET IMPACT:

The total cost for these 200 iPads and management licenses is \$62,300.00, funded through ESSER III funds.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase of these devices. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: For approval Report/Information only Recognition only



San Elizario Independent School District

1050 Chicken Ranch Road
 San Elizario, TX 79849-9999
 (915) 872-3900

PURCHASE ORDER NUMBER

42938

Date: 08/30/2021

Page 1 of 1

VENDOR: 4610

**TO: Apple Computer Inc
 Ms 198-Ed
 P O Box 149116
 Austin, TX 78714-9116**

**SHIP TO: San Elizario Independent School
 200 N. Herring
 San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-800-2775

VENDOR FAX: 800-590-0325

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|--------------|--|----------|-----|----------|------------|------------|-----------------|
| 1 | 200.00000 BOX MYLU2LL/A iPads for Loya Primary Campus for student use. 10.2-inch iPad Wi-Fi 32GB - Space Gray (10-pack) State of Texas (DIR) State Contract Number: DIR-TSO?3789 Please forward PO to Melanie Madrid- Technology SEISD Quote# 22-1098 DIR-TSO-3789 | | | | 294.00 | 0.00 | 58800.00 |
| 2 | 200.00000 BOX HL2M2LL/A Jamf School for macOS, iOS and tvOS lifetime license. | | | | 17.50 | 0.00 | 3500.00 |
| TOTAL | | | | | | | 62300.00 |

| P.O. Source | Account Number | Amount |
|--------------------|-----------------------|--------|
| Budget Requisition | 282.11.6395.02.102.34 | 58,800 |
| Budget Requisition | 282.11.6396.02.102.34 | 3,500 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Herberto Rivas



San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: PO #42939: Procomputing
Date: September 8, 2021

HISTORY:

ARP ESSER III funds Group 2 allows the purchasing of educational technology (hardware, software, and connectivity) for students that aid in the regular/substantive educational interaction between students and instructors.

RATIONALE:

This purchase will support the continued use and implementation of technology by equipping the classroom with an interactive panel that the teacher will use for instruction.

BUDGET IMPACT:

The total cost for these 6 Promethean Activpanels is \$26,855.28, funded through ESSER III funds.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase of these devices. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: For approval Report/Information only Recognition only



**San Elizario Independent School
District**

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER

42939

Date: 08/30/2021

Page 1 of 2

VENDOR: 9083

**TO: ProComputing Corporation
PO Box 2720
GRAPEVINE, TX 76051**

**SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|---|----------|-----|----------|------------|------------|----------|
| 1 | 6.00000 BOX AP7-B70- To provide instructional classrooms at Borrego Elementary with interactive panels. BuyBoard #579-19 ActivPanel Titanium 70" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess Please forward PO to Melanie Madrid- Technology | | | | 2675.00 | 0.00 | 16050.00 |
| 2 | 6.00000 BOX AP-ASF-70 Adjustable Wall Mount System with Floor Support for use with ActivPanel | | | | 748.00 | 0.00 | 4488.00 |
| 3 | 1.00000 BOX PSHIPPING Product Shipping - ActivPanel and Wall Mount | | | | 714.00 | 0.00 | 714.00 |
| 4 | 6.00000 BOX ABINSTALL Installation of Wall Mount and ActivPanel by Certified Team | | | | 450.00 | 0.00 | 2700.00 |
| 5 | 6.00000 BOX CHRM2- Promethean Chromebox | | | | 285.00 | 0.00 | 1710.00 |
| 6 | 6.00000 BOX 14345372 CHROMEOS MGMT SVC FOR EDU LIC | | | | 38.00 | 0.00 | 228.00 |
| 7 | 6.00000 BOX DL-WFH- Digitalinx "TeamUp+" Series USB WebCam and Microphone (120° Ultra Wide-Angle View) | | | | 101.00 | 0.00 | 606.00 |
| 8 | 6.00000 BOX DL-TRIPOD- TeamUp+ Series Flexible Tripod | | | | 7.98 | 0.00 | 47.88 |
| 9 | 6.00000 BOX 920-003051 LOGITECH K270 WIRELESS KB - CAN | | | | 27.95 | 0.00 | 167.70 |
| 10 | 6.00000 BOX 910-002225 WIRELESS MOUSE M185 | | | | 23.95 | 0.00 | 143.70 |

INSTRUCTIONS TO VENDORS

- Reference all packages & packing slips with PO Number
- Ship prepaid
- Tax Exempt No. 74 6002231
- Invoice in duplicate; Attn: Accounts Payable
- Do not fill order at higher price without Purchasing Dept. approval
- POs are cancelled if not shipped complete within 90 days.
- If federal funds (funds starting with a 2 from the first three-digit code in the 206 account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

**THIS PURCHASE ORDER IS NOT BINDING
UNLESS SIGNED BY A PURCHASING AGENT.**

Horberto Rivas



San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER

42939

Date: 08/30/2021

Page 2 of 2

VENDOR: 9083

**TO: ProComputing Corporation
PO Box 2720
GRAPEVINE, TX 76051**

**SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|---|------|----------|-----|----------|------------|------------|-----------------|
| 11 | | 1.00000 | BOX | BUYBT | 0.00 | 0.00 | 0.00 |
| BuyBoard (Contract# 579-19 Tech Equip., Supplies, Software, Tele Prod.) | | | | | | | |
| TOTAL | | | | | | | 26855.28 |

| P.O. Source | Account Number | Amount |
|--------------------|-----------------------|-----------|
| Budget Requisition | 282.11.6395.02.104.30 | 26,855.28 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Herberto Rivas



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director of Support Services
Subject: PO# 42955: Shelby Distributions Inc.
Date: September 8, 2021

HISTORY:

Under ESSER III Group #5-Safe to return in person and continuity of services, the purchase of clear student desk shields was budgeted. This budgeted ESSER III item is part of the purchases designated for the 2021-2022 school year.

RATIONALE:

The purchase of the clear student desk shields will allow us to continue the safety protocols for in-person instruction and the mitigation of COVID-19. The quoted pricing from Shelby Distributions is from the purchasing contract Region 19-No. 21-740. This purchase order is funding desk shields for Alarcon Elementary.

BUDGET: The funds to cover this project have been allocated and are from ESSER III funds (Group #5-Safe to return in person and continuity of services).

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase order for Shelby Distributions Inc.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



**San Elizario Independent School
District**

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

BLANKET/PROJECT PURCHASE

42955

Date: 08/31/2021

Page 1 of 1

VENDOR: 9349

**TO: Shelby Distributions
29 D. Butterfield Trail
EL PASO, TX 79906**

**SHIP TO: San Elizario Independent School
200 N. Herring Rd
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 915-590-3050

REC. LOC: Alarcon Elementary - G. Castro

VENDOR FAX: 915-590-3080

REC. GRP: Alarcon Elementary - G. Castro

VENDOR EMAIL:

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|------|----------|-----|----------|------------|------------|----------|
| 1 | | 1.00000 | | | 47495.00 | | 47495.00 |

(700) Deflecto Hinged Desktop Barrier 22'w x 16'd x 24'h @ \$67.85

Alarcon
SEISD Quote#22-1094
Quote-081121-01
Region 19 RFP# 21-7403
Goal 2, Objective 10, Strategy 9

TOTAL 47495.00

| P.O. Source | Account Number | Amount |
|---------------------|-----------------------|--------|
| Project Requisition | 282.11.6399.05.101.11 | 47,495 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

- Reference all packages & packing slips with PO Number
- Ship prepaid
- Tax Exempt No. 74 6002231
- Invoice in duplicate; Attn: Accounts Payable
- Do not fill order at higher price without Purchasing Dept. approval
- POs are cancelled if not shipped complete within 90 days.
- If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

**THIS PURCHASE ORDER IS NOT BINDING
UNLESS SIGNED BY A PURCHASING AGENT.**

Herberto Rivas



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director of Support Services
Subject: PO# 42956: Shelby Distributions Inc.
Date: September 8, 2021

HISTORY:

Under ESSER III Group #5-Safe to return in person and continuity of services, the purchase of clear student desk shields was budgeted. This budgeted ESSER III item is part of the purchases designated for the 2021-2022 school year.

RATIONALE:

The purchase of the clear student desk shields will allow us to continue the safety protocols for in-person instruction and the mitigation of COVID-19. The quoted pricing from Shelby Distributions is from the purchasing contract Region 19-No. 21-740. This purchase order is funding desk shields for Loya Primary.

BUDGET: The funds to cover this project have been allocated and are from ESSER III funds (Group #5-Safe to return in person and continuity of services).

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase order for Shelby Distributions Inc.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



**San Elizario Independent School
District**

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

BLANKET/PROJECT PURCHASE

42956

Date: 08/31/2021

Page 1 of 1

VENDOR: 9349

**TO: Shelby Distributions
29 D. Butterfield Trail
EL PASO, TX 79906**

**SHIP TO: San Elizario Independent School
200 N. Herring Rd
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 915-590-3050

VENDOR FAX: 915-590-3080

VENDOR EMAIL:

REC. LOC: Lorenzo Loya Primary School - N.

REC. GRP: Lorenzo Loya Primary School - N.

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|------|----------|-----|----------|------------|------------|----------|
| 1 | | 1.00000 | | | 33925.00 | | 33925.00 |

(500) Deflecto Hinged Desktop Barrier 22'w x 16'd x 24'h @ \$67.85

Loya Primary
SEISD Quote# 22-1094
Quote - 081121-03
Region 19 RFP 21-7403
Goal 2, Objective 8 and Strategy 7

TOTAL 33925.00

| P.O. Source | Account Number | Amount |
|---------------------|-----------------------|--------|
| Project Requisition | 282.11.6399.05.102.32 | 33,925 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

**THIS PURCHASE ORDER IS NOT BINDING
UNLESS SIGNED BY A PURCHASING AGENT.**

Herberto Rivas



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director of Support Services
Subject: PO# 42957: Shelby Distributions Inc.
Date: September 8, 2021

HISTORY:

Under ESSER III Group #5-Safe to return in person and continuity of services, the purchase of clear student desk shields was budgeted. This budgeted ESSER III item is part of the purchases designated for the 2021-2022 school year.

RATIONALE:

The purchase of the clear student desk shields will allow us to continue the safety protocols for in-person instruction and the mitigation of COVID-19. The quoted pricing from Shelby Distributions is from the purchasing contract Region 19-No. 21-740. This purchase order is funding desk shields for Borrego Elementary.

BUDGET: The funds to cover this project have been allocated and are from ESSER III funds (Group #5-Safe to return in person and continuity of services).

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase order for Shelby Distributions Inc.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

BLANKET/PROJECT PURCHASE

42957

Date: 08/31/2021

Page 1 of 1

VENDOR: 9349

**TO: Shelby Distributions
29 D. Butterfield Trail
EL PASO, TX 79906**

**SHIP TO: San Elizario Independent School
200 N. Herring Rd
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 915-590-3050

REC. LOC: Borrego - S. De Leon

VENDOR FAX: 915-590-3080

REC. GRP: Borrego - S. De Leon

VENDOR EMAIL:

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|------|----------|-----|----------|------------|------------|----------|
| 1 | | 1.00000 | | | 54280.00 | | 54280.00 |

(800) Deflecto Hinged Desktop Barrier 22w' x 16'd x 24'h @ \$67.85

Borrego
SEISD Quote# 22-1094
Quote - 081121-02
REGION 19 RFP 21-7403
Goal 2, Objective 10 and Strategy 6

TOTAL 54280.00

| P.O. Source | Account Number | Amount |
|---------------------|-----------------------|--------|
| Project Requisition | 282.11.6399.05.104.11 | 54,280 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Herberto Rivas



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director of Support Services
Subject: PO# 42958: Shelby Distributions Inc.
Date: September 8, 2021

HISTORY:

Under ESSER III Group #5-Safe to return in person and continuity of services, the purchase of clear student desk shields was budgeted. This budgeted ESSER III item is part of the purchases designated for the 2021-2022 school year.

RATIONALE:

The purchase of the clear student desk shields will allow us to continue the safety protocols for in-person instruction and the mitigation of COVID-19. The quoted pricing from Shelby Distributions is from the purchasing contract Region 19-No. 21-740. This purchase order is funding desk shields for Sambrano Elementary.

BUDGET: The funds to cover this project have been allocated and are from ESSER III funds (Group #5-Safe to return in person and continuity of services).

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase order for Shelby Distributions Inc.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



**San Elizario Independent School
District**

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

BLANKET/PROJECT PURCHASE

42958

Date: 08/31/2021

Page 1 of 1

VENDOR: 9349

**TO: Shelby Distributions
29 D. Butterfield Trail
EL PASO, TX 79906**

**SHIP TO: San Elizario Independent School
200 N. Herring Rd
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 915-590-3050

REC. LOC: Josefa L. Sambrano Elementary

VENDOR FAX: 915-590-3080

REC. GRP: Josefa L. Sambrano Elementary

VENDOR EMAIL:

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|------|----------|-----|----------|------------|------------|----------|
| 1 | | 1.00000 | | | 67850.00 | | 67850.00 |

(1000) Deflecto Hinged Desktop Barrier 22'w x 16'd x 24'h @ \$67.85

Sambrano
SEISD Quote# 22-1094
Quote - 081121-04
Region 19 RFP# 21-7403
Goal 2, Objective 10 and Strategy 10

TOTAL 67850.00

| P.O. Source | Account Number | Amount |
|---------------------|-----------------------|--------|
| Project Requisition | 282.11.6399.05.103.11 | 67,850 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

**THIS PURCHASE ORDER IS NOT BINDING
UNLESS SIGNED BY A PURCHASING AGENT.**

Herberto Rivas



San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: PO# 42979 Dell Marketing L.P. – Borrego Elementary School Computer Labs
Date: September 8, 2021

HISTORY:

ARP ESSER III funds Group 2 allows the purchasing of educational technology (hardware, software, and connectivity) for students that aid in the regular/substantive educational interaction between students and instructors.

RATIONALE:

This purchase will support the implementation two new computer labs at Borrego Elementary School that will assist students in loss of instruction and online testing.

BUDGET IMPACT:

The total cost for these 50 desktops is \$121,000.00, funded through ESSER III funds. This purchase also includes one headset per desktop.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase of these devices and peripherals. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: For approval Report/Information only Recognition only



**San Elizario Independent School
District**

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER

42979

Date: 09/02/2021

Page 1 of 2

VENDOR: 4073

**TO: Dell Marketing L.P.
P.O. Box 676021
Dallas, TX 75267-6021**

**SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-274-7799

VENDOR FAX: 512-283-3617

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|---|----------|-----|----------|------------|------------|----------|
| 1 | | 50.00000 | BOX | A6882689 | 39.00 | 0.00 | 1950.00 |
| | To provide devices for computer labs at GEMS, Alarcon, Borrego, and SEHS. | | | | | | |
| | BORREGO: Logitech USB Headset H540 - Headset - on-ear - wired - USB | | | | | | |
| | TX DIR-TSO-3763 | | | | | | |
| | SEISD Quotation #22-1097 Please forward PO to Melanie Madrid- Technology | | | | | | |
| 2 | | 50.00000 | BOX | 210-AVPH | 929.00 | 0.00 | 46450.00 |
| | OptiPlex 3280 AIO | | | | | | |
| | BORREGO | | | | | | |
| 3 | | 25.00000 | BOX | A6882689 | 39.00 | 0.00 | 975.00 |
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB | | | | | | |
| | SEHS | | | | | | |
| 4 | | 25.00000 | BOX | 210-AVPH | 929.00 | 0.00 | 23225.00 |
| | OptiPlex 3280 AIO | | | | | | |
| | SEHS | | | | | | |
| 5 | | 25.00000 | BOX | A6882689 | 39.00 | 0.00 | 975.00 |
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB | | | | | | |
| | GEMS | | | | | | |
| 6 | | 25.00000 | BOX | 210-AVPH | 929.00 | 0.00 | 23225.00 |
| | OptiPlex 3280 AIO | | | | | | |
| | GEMS | | | | | | |
| 7 | | 25.00000 | BOX | A6882689 | 39.00 | 0.00 | 975.00 |

INSTRUCTIONS TO VENDORS

- Reference all packages & packing slips with PO Number
- Ship prepaid
- Tax Exempt No. 74 6002231
- Invoice in duplicate; Attn: Accounts Payable
- Do not fill order at higher price without Purchasing Dept. approval
- POs are cancelled if not shipped complete within 90 days.
- If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

**THIS PURCHASE ORDER IS NOT BINDING
UNLESS SIGNED BY A PURCHASING AGENT.**

Herberto Rivas



San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER

42979

Date: 09/02/2021

Page 2 of 2

VENDOR: 4073

**TO: Dell Marketing L.P.
P.O. Box 676021
Dallas, TX 75267-6021**

**SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-274-7799

VENDOR FAX: 512-283-3617

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|--------------|--|----------|----------|----------|------------|------------|------------------|
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB | | | | | | |
| | ALARCON | | | | | | |
| 8 | 25.00000 | BOX | 210-AVPH | | 929.00 | 0.00 | 23225.00 |
| | OptiPlex 3280 AIO | | | | | | |
| | ALARCON | | | | | | |
| TOTAL | | | | | | | 121000.00 |

| P.O. Source | Account Number | Amount |
|--------------------|-----------------------|--------|
| Budget Requisition | 282.11.6395.02.001.30 | 24,200 |
| Budget Requisition | 282.11.6395.02.041.30 | 24,200 |
| Budget Requisition | 282.11.6395.02.101.30 | 24,200 |
| Budget Requisition | 282.11.6395.02.104.30 | 48,400 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Herberto Rivas



San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: PO # 42980 Dell Marketing – Chromebook Devices
Date: September 8, 2021

HISTORY:

ARP ESSER III funds Group 2 allows the purchasing of educational technology (hardware, software, and connectivity) for students that aid in the regular/substantive educational interaction between students and instructors.

RATIONALE:

This purchase will support the 1:1 technology initiative integration for the Kinder, 3rd-grade, and 7th-grade cohorts—a device assigned per student providing technology for online learning.

BUDGET IMPACT:

The total cost for these 700 Chromebooks and management licenses is \$259,700.00, funded through ESSER III funds. Devices will be distributed per campus: 300 Chromebooks for GEMS, 200 Chromebooks for Sambrano Elementary School, 100 Chromebooks for Borrego Elementary School, and 100 Chromebooks for Alarcon Elementary School. This order also includes a headset and a case protector per device.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase of these devices. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: For approval Report/Information only Recognition only



San Elizario Independent School District

1050 Chicken Ranch Road
 San Elizario, TX 79849-9999
 (915) 872-3900

PURCHASE ORDER NUMBER

42980

Date: 09/02/2021

Page 1 of 3

VENDOR: 4073

**TO: Dell Marketing L.P.
 P.O. Box 676021
 Dallas, TX 75267-6021**

**SHIP TO: San Elizario Independent School
 200 N. Herring
 San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-274-7799

VENDOR FAX: 512-283-3617

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|---|----------|----------|----------|------------|------------|-------|
| 1 | 300.00000 | BOX | AB543620 | 32.00 | 0.00 | 9600.00 | |
| | Chromebook devices for students at Alarcon, Borrego, Sambrano and GEMS. | | | | | | |
| | NEW GOOGLE CHROME EDU PERPETUAL LICENSE | | | | | | |
| | *GEMS | | | | | | |
| | TX DIR-TSO-3763 | | | | | | |
| | SEISD Quotation #22-1095 | | | | | | |
| | Please forward PO to Melanie Madrid- Technology | | | | | | |
| 2 | 300.00000 | BOX | A6882689 | 39.00 | 0.00 | 11700.00 | |
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB | | | | | | |
| | *GEMS | | | | | | |
| 3 | 300.00000 | BOX | 210-ARJL | 275.00 | 0.00 | 82500.00 | |
| | Chromebook 11 3100 | | | | | | |
| | *GEMS | | | | | | |
| 4 | 300.00000 | BOX | AB746779 | 25.00 | 0.00 | 7500.00 | |
| | CS-San Elizario ISD-DROPTECH D ELL 3100 CLAMSHELL | | | | | | |
| | 0 CASE | | | | | | |
| | *GEMS | | | | | | |
| 5 | 200.00000 | BOX | AB543620 | 32.00 | 0.00 | 6400.00 | |
| | NEW GOOGLE CHROME EDU PERPETUAL LICENSE | | | | | | |
| | *SAMBRANO | | | | | | |
| 6 | 200.00000 | BOX | A6882689 | 39.00 | 0.00 | 7800.00 | |
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB | | | | | | |
| | *SAMBRANO | | | | | | |
| 7 | 200.00000 | BOX | 210-ARJL | 275.00 | 0.00 | 55000.00 | |
| | Chromebook 11 3100 | | | | | | |
| | *SAMBRANO | | | | | | |
| 8 | 200.00000 | BOX | AB746779 | 25.00 | 0.00 | 5000.00 | |

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Roberto Rivas



San Elizario Independent School District

1050 Chicken Ranch Road
 San Elizario, TX 79849-9999
 (915) 872-3900

PURCHASE ORDER NUMBER

42980

Date: 09/02/2021

Page 2 of 3

VENDOR: 4073

**TO: Dell Marketing L.P.
 P.O. Box 676021
 Dallas, TX 75267-6021**

**SHIP TO: San Elizario Independent School
 200 N. Herring
 San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-274-7799

VENDOR FAX: 512-283-3617

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|--------------|--|----------|----------|----------|------------|------------|------------------|
| | CS-San Elizario ISD-DROPTECH D ELL 3100 CLAMSHELL 0 CASE *SAMBRANO | | | | | | |
| 9 | 100.00000 | BOX | AB543620 | 32.00 | 0.00 | 3200.00 | |
| | NEW GOOGLE CHROME EDU PERPETUAL LICENSE *BORREGO | | | | | | |
| 10 | 100.00000 | BOX | A6882689 | 39.00 | 0.00 | 3900.00 | |
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB *BORREGO | | | | | | |
| 11 | 100.00000 | BOX | 210-ARJL | 275.00 | 0.00 | 27500.00 | |
| | Chromebook 11 3100 *BORREGO | | | | | | |
| 12 | 100.00000 | BOX | AB746779 | 25.00 | 0.00 | 2500.00 | |
| | CS-San Elizario ISD-DROPTECH D ELL 3100 CLAMSHELL 0 CASE *BORREGO | | | | | | |
| 13 | 100.00000 | BOX | AB543620 | 32.00 | 0.00 | 3200.00 | |
| | NEW GOOGLE CHROME EDU PERPETUAL LICENSE *ALARCON | | | | | | |
| 14 | 100.00000 | BOX | A6882689 | 39.00 | 0.00 | 3900.00 | |
| | Logitech USB Headset H540 - Headset - on-ear - wired - USB *ALARCON | | | | | | |
| 15 | 100.00000 | BOX | 210-ARJL | 275.00 | 0.00 | 27500.00 | |
| | Chromebook 11 3100 *ALARCON | | | | | | |
| 16 | 100.00000 | BOX | AB746779 | 25.00 | 0.00 | 2500.00 | |
| | CS-San Elizario ISD-DROPTECH D ELL 3100 CLAMSHELL 0 CASE *ALARCON | | | | | | |
| TOTAL | | | | | | | 259700.00 |

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Horberto Rivas



**San Elizario Independent School
District**

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER

42980

Date: 09/02/2021

Page 3 of 3

VENDOR: 4073

**TO: Dell Marketing L.P.
P.O. Box 676021
Dallas, TX 75267-6021**

**SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-**

ATTN:

VENDOR PHONE: 800-274-7799

VENDOR FAX: 512-283-3617

VENDOR EMAIL:

REC. LOC: Excell Administration Annex

REC. GRP: Technology - M. Madrid

| LINE | ITEM | QUANTITY | UOM | ITEM NO. | UNIT PRICE | UNIT DISC. | TOTAL |
|------|------|----------|-----|----------|------------|------------|-------|
|------|------|----------|-----|----------|------------|------------|-------|

| P.O. Source | Account Number | Amount |
|--------------------|-----------------------|---------|
| Budget Requisition | 282.11.6395.02.041.30 | 101,700 |
| Budget Requisition | 282.11.6395.02.101.30 | 33,900 |
| Budget Requisition | 282.11.6395.02.103.30 | 67,800 |
| Budget Requisition | 282.11.6395.02.104.30 | 33,900 |
| Budget Requisition | 282.11.6396.02.041.30 | 9,600 |
| Budget Requisition | 282.11.6396.02.101.30 | 3,200 |
| Budget Requisition | 282.11.6396.02.103.30 | 6,400 |
| Budget Requisition | 282.11.6396.02.104.30 | 3,200 |

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

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Herberto Rivas



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Acceptance of certified values as certified by the Chief Appraiser on July 23, 2021
Date: September 8, 2021

HISTORY: On July 23, 2021, the Chief Appraiser certified the 2021 property values.

RATIONALE: In accordance with section 44.004(i) of the Texas Education Code, a district may not adopt a tax rate before the district receives the certified appraisal roll for the district. The purpose of this agenda item is to accept the certified values as approved by the 2020 Appraisal Review Board and certified by the Chief Appraiser as follows:

| | |
|--|---------------|
| Total 2021 taxable value on the 2021 certified appraisal roll today | \$303,036,571 |
| Plus Total value of properties under protest or not included on certified appraisal roll | \$1,484,835 |
| Less 2020 tax ceilings | \$27,271,538 |
| Equals 2020 total taxable value | \$277,249,868 |

This information is derived from lines 17-20 of the attached Form 50-859, 2021 Tax Rate Calculation Worksheets – School Districts.

BUDGET IMPACT: None.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to accept the certified values as presented.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

2021 Tax Rate Calculation Worksheet

School Districts without Chapter 313 Agreements

SAN ELIZARIO I.S.D.

School District's Name

1050 Chicken Ranch Road, San Elizario, Texas, 79849

School District's Address, City, State, ZIP Code

915-872-3900

Phone (area code and

www.seisd.net

School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rates should decrease.

| Line | No-New-Revenue Tax Rate Worksheet | Amount/Rate |
|------|---|------------------|
| 1. | 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). ¹ | \$253,663,652 |
| 2. | 2020 tax ceilings. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ² | \$22,654,403 |
| 3. | Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1. | \$231,009,249 |
| 4. | 2020 total adopted tax rate. | \$1.170000/\$100 |
| 5. | 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value. A. Original 2020 ARB values: \$0 B. 2020 values resulting from final court decisions: - \$0 C. 2020 value loss. Subtract B from A. ³ | \$0 |
| 6. | 2020 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2020 ARB certified value: \$5,279,843 B. 2020 disputed value: - \$1,719,845 C. 2020 undisputed value. Subtract B from A. ⁴ | \$3,559,998 |
| 7. | 2020 Chapter 42-related adjusted values. Add Line 5 and 6. | \$3,559,998 |
| 8. | 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7. | \$234,569,247 |

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

| Line | No-New-Revenue TaxRate Worksheet | Amount/Rate |
|------|---|-----------------|
| 9. | 2020 taxable value of property in territory the school deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵ | \$0 |
| 10. | 2020 taxable value lost because property first qualified for an exemption in 2021. If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freepport or goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2020 market value: \$1,284 B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value: + \$1,388,604 C. Value loss. Add A and B. ⁶ | \$1,389,888 |
| 11. | 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020. A. 2020 market value. \$957 B. 2021 productivity or special appraised value: - \$195 C. Value loss. Subtract B from A. ⁷ | \$762 |
| 12. | Total adjustments for lost value. Add Lines 9, 10C and 11C. | \$1,390,650 |
| 13. | Adjusted 2020 taxable value. Subtract Line 12 from Line 8. | \$233,178,597 |
| 14. | Adjusted 2020 total levy. Multiply Line 4 by Line 13 and divide by \$100. | \$2,728,189.58 |
| 15. | Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the district for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. ⁸ | \$ 13,021 |
| 16. | Adjusted 2020 levy with refunds. Add Line 14 and Line 15. ⁹ Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2020 from the result. | \$ 2,741,210.58 |
| 17. | Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. ¹⁰ A. Certified values. ¹¹ \$303,036,571 B. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$0 C. Total 2021 value. Subtract B from A. | \$303,036,571 |

⁵ Tex. Tax Code § 26.012(15)
⁶ Tex. Tax Code § 26.012(15)
⁷ Tex. Tax Code § 26.012(15)
⁸ Tex. Tax Code § 26.012(13)
⁹ Tex. Tax Code § 26.012(13)
¹⁰ Tex. Tax Code §§ 26.012, 26.04(c-2)
¹¹ Tex. Tax Code § 26.012(6)

| Line | No-New-Revenue TaxRate Worksheet | Amount/Rate |
|------|--|-------------------------|
| 18. | <p>Total value of properties under protest or not included on certified appraisal roll. ¹²</p> <p>A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district’s value and the taxpayer’s claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹³</p> <p style="text-align: right;">\$1,484,835</p> <p>B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. ¹⁴ + \$0</p> <p>C. Total value under protest or not certified. Add A and B. \$1,484,835</p> | |
| 19. | 2021 tax ceilings. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ¹⁵ | \$27,271,538 |
| 20. | 2021 total taxable value. Add Lines 17C and 18C. Subtract Line 19. | \$277,249,868 |
| 21. | Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed by the school district. | \$0 |
| 22. | Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2020, and be located in a new improvement. | \$5,076,965 |
| 23. | Total adjustments to the 2021 taxable value. Add lines 21 and 22. | \$5,076,965 |
| 24. | Adjusted 2021 taxable value. Subtract line 23 from line 20. | \$272,172,903 |
| 25. | 2021 NNR tax rate. Divide line 16 by line 24 and multiply by \$100. | \$ <u>1.0072</u> /\$100 |

SECTION 2: Voter-Approval TaxRate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. ¹⁸

- Maximum Compressed Tax Rate (MCR):** A district’s maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. ¹⁹
- Enrichment Tax Rate (DTR):** ²⁰ A district’s enrichment tax rate is defined as any tax effort in excess of the district’s MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. ²¹
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and DTR added together make up the school district’s maintenance and operations (M&O) tax rate. Districts cannot increase the district’s M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district’s debt service. ²²

A school district may adopt a M&O tax rate that exceeds the MCR in order to maintain the 2021-2021 school year basic allotment if it meets certain requirements and receives approval from TEA. Refer to Education Code, Section 48.2553 for more information.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election. ²³ Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*. ²⁴

Districts should review information from TEA when calculating their voter-approval rate.

¹² Tex. Tax Code § 26.01(c) and (d)
¹³ Tex. Tax Code § 26.01(c)
¹⁴ Tex. Tax Code § 26.01(d)
¹⁵ Tex. Tax Code § 26.012(6)(B)
¹⁶ [Reserved for expansion]
¹⁷ [Reserved for expansion]
¹⁸ Tex. Tax Code § 26.08(n)
¹⁹ Tex. Edu. Code § 48.2551(a)(3)
²⁰ Tex. Tax Code § 26.08(j) and Tex. Edu. Code § 45.0032
²¹ Tex. Edu. Code §§ 48.202(a-1)(2) and 48.202(f)
²² Tex. Edu. Code § 45.0021(a)
²³ Tex. Edu. Code § 111.184(b)
²⁴ Tex. Edu. Code § 111.184(b-1)

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|------|---|--|
| 26. | 2021 maximum compressed tax rate (MCR). TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. ²⁵ | \$ <u>0.8220</u> /\$100 |
| 27. | 2021 enrichment tax rate (DTR). Enter the greater of A and B. ²⁶ A. Enter the district's 2020 DTR, minus any required reduction under Education Code Section 48.202(f) \$ <u>0.0987</u> /\$100 B. Enter \$0.05 per \$100 of taxable value, if governing body of school district adopts \$0.05 by unanimous vote. If not adopted by unanimous vote, enter \$0.04 per \$100. ²⁷ \$ <u>0.0500</u> /\$100 | \$ <u>0.0987</u> /\$100 \$ <u>0.0500</u> /\$100 |
| 28. | 2021 maintenance and operations (M&O) tax rate (TR). Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of \$0.17 and the product of the state compression percentage multiplied by \$1.00. ²⁸ | \$ <u>0.9207</u> /\$100 |
| 29. | Total 2021 debt to be paid with property tax revenue. Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. Debt includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount: \$ <u>1,677,900</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>0</u> C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. - \$ <u>1,206,289</u> D. Adjust debt: Subtract Band C from A. | \$ <u>471,611</u> |
| 30. | Certified 2020 excess debt collections. Enter the amount certified by the collector. ²⁹ | \$ <u>449</u> |
| 31. | Adjusted 2021 debt. Subtract line 30 from line 29D. | \$ <u>471,162</u> |
| 32. | 2021 anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁰ A. Enter the 2021 anticipated collection rate certified by the collector. ³¹ <u>100.38</u> % B. Enter the 2020 actual collection rate <u>107.21</u> % C. Enter the 2018 actual collection rate <u>100.38</u> % D. Enter the 2017 actual collection rate <u>103.61</u> % | <u>100.38</u> % |
| 33. | 2021 debt adjusted for collections. Divide Line 31 by Line 32. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in 2021 to the result. | \$ <u>469,378</u> |
| 34. | 2021 total taxable value. Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> . | \$ <u>277,249,868</u> |
| 35. | 2021 debt rate. Divide Line 33 by Line 34 and multiply by \$100. | \$ <u>0.1693</u> /\$100 |

²⁵ Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
²⁶ Tex. Tax Code §26.08(n)(2)
²⁷ Tex. Tax Code §26.08(n-1)
²⁸ Tex. Edu. Code §45.003(e)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(h), (h-1) and (h-2)
³¹ Tex. Tax Code §26.04(b)

| Line | Voter-Approval Tax Rate Worksheet | Amount/Rate |
|------|---|-------------------------|
| 36. | 2021 voter-approval tax rate. Add Lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35. ³² | \$ <u>1.0900</u> /\$100 |

SECTION 3: Voter-Approval Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

| Line | Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet | Amount/Rate |
|------|--|-------------------------|
| 37. | Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³³ The school district shall provide its tax assessor with a copy of the letter. ³⁴ | \$ <u>0</u> |
| 38. | 2021 total taxable value. Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> . | \$ <u>277,249,868</u> |
| 39. | Additional rate for pollution control. Divide line 37 by line 38 and multiply by \$100. | \$ <u>0</u> /\$100 |
| 40. | 2021 voter-approval tax rate, adjusted for pollution control. Add line 36 and line 39. | \$ <u>1.0900</u> /\$100 |

SECTION 4: Total Tax Rate


Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate..... \$ 1.0072 /\$100
 Enter the 2021 NNR tax rate from Line 25.
 Voter-Approval Tax Rate \$ 1.0900 /\$100
 As applicable, enter the 2021 voter-approval tax rate from Line 36 or Line 40.

SECTION 5: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.³⁵

print here ▶ Norberto Rivas
 Printed Name of School District Representative

sign here ▶ 
 School District Representative

8/6/2021
 Date

³² Tex. Tax Code §26.08(g)
³³ Tex. Tax Code § 26.045(d)
³⁴ Tex. Tax Code § 26.045(j)
³⁵ Tex. Tax Code §26.04(c)



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone: 915-872-3900

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Future-Ready Superintendents Leadership Network Commitment
Date: September 8, 2021

HISTORY:

On June 17, 2021, TASA sent notification that I had been nominated to join the Future-Ready Superintendents Leadership Network (FRSLN). After submitting interest in being considered, TASA sent confirmation that I had been selected to be part of the 2021 – 2022 FRSLN. I then proceeded to accept the invitation as the Superintendent’s budget has the necessary funds allocated to support this learning opportunity. To participate in the FRSLN, the Superintendent must commit to attending all three training locations, which will be held in San Angelo, the Dallas-Fort Worth area, and the Houston area.

Aside the Superintendent, the FRSLN program allows for up to three additional team member seats to be added. While it would be exciting to be able to take 3 additional team members, I am only requesting two. However, this will entail that the two requested team members seats have funds allocated to account for travel, hotel, per diem, shuttle / local transportation as well as the FRSLN onetime fee, which is estimated to be approximately \$3,015 per each additional team member. Additional members would also need to have the appropriate funds allocated through a budget commitment and amendment to the General Fund Budget.

The Visioning document has been added to the back-up materials for your review.

RATIONALE:

The FRSLN is an intense program that allows for participants to commit to being not only a transformational learner but to engage as transformational leaders where student centered practices and future-ready learners continue to be sustained and developed. The FRSLN is like the Leadership TASB that is offered for Board of Trustees to further engage in their development of school governance.

BUDGET:

The budget impact would require a budget amendment of \$3,015 into Function 21 – Instructional Leadership and a budget amendment of \$3,015 into Function 41 – General Administration.

ADMINISTRATIVE RECOMMENDATION:

The Administrative recommendation is for the Board of Trustees to approve the budget commitment and amendment of the General Fund Budget for Future-Ready Superintendents Leadership Network as presented.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD’s mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

FUTURE-READY SUPERINTENDENTS LEADERSHIP NETWORK (FRSLN)

The Future-Ready Superintendents Leadership Network (FRSLN) is a superintendent-designed and superintendent-led group of future-focused school leaders who, with the support of the [Texas Association of School Administrators \(TASA\)](#), gather for events that provide authentic learning experiences.

These events help FRSLN members expand their leadership beyond the local level and advance the principles of the school transformation visioning document, *Creating a New Vision for Public Education in Texas*.

Each year, superintendents who have shown interest in creating and sustaining student-centered schools and developing future-ready students are nominated to be part of FRSLN. Nominated superintendents may request up to three additional seats for central office or campus leaders on their teams. [See a list of the 2020-21 FRSLN members.](#)

The Visioning Document All Resources, College and Career Readiness, Community-Based

Accountability, Digital Learning, High-Priority Learning Standards, Multiple Assessments, Organizational Transformation, Reports and Papers, Vision Implementation Toolkit

Creating a New Vision for Public Education in Texas, also called the visioning document, is the result of two years of work by 35 public school superintendents from across the state who were inspired to come together to create a new vision for public education in Texas. Meeting as the [Public Education Visioning Institute](#) for two years, they shared ideas on how to transform Texas public education to meet the needs of 21st century students. Published in 2008, the document has come to guide the school transformation movement in the state.

Creating a New Vision for Public Education in Texas

*A Work in Progress
for Conversation
and Further Development*

Respectfully Offered by
Superintendent Participants in the
Public Education Visioning Institute



Creating a New Vision for Public Education in Texas

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for Conversation and Further Development*

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in the Public Education Visioning Institute

Texas Association of School Administrators

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May 2008
Austin, Texas

This edition reflects a revised document format from the initial printing,
specifically including space for reader reflections, questions
and recommended revisions or additions.
Comments may be submitted to any of the contacts listed on the acknowledgements page.

This edition also includes an additional item (G) under “Legislative Initiatives Required” (page 35).

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Acknowledgements

We extend thanks and appreciation to the following:

- Our Design Team, who developed the structure of the initial design of the series of meetings and speakers and, with our input, structured each successive session. Design Team members included Cathy Bryce, Tom Crowe, Annette Griffin, Doug Otto, Jeff Turner, Frank Kelly, Lennie Hay, John Horn, Keith Sockwell, Susan Holley, and Johnny Veselka.
- Our guest speakers who stimulated our thinking.
- Our lead facilitator and coordinator for writing this report, John Horn; along with Karen Anderson, who assisted with facilitation in the final critical sessions; and Susan Holley, Roz Keck, and Betty Jo Monk, who also helped with the report.
- Our co-sponsors: the Texas Association of School Administrators; the Texas Leadership Center; Keith Sockwell, who conceived of the initiative; and the SHW Group, which provided financial support.
- Our school boards and districts that supported our participation.

Table of Contents

| | |
|--|----|
| Introduction..... | 1 |
| Use of This Document..... | 1 |
| Major Conceptual Themes..... | 2 |
| The Vision..... | 4 |
| Transformed Systems for Making the Vision Reality..... | 5 |
| A Moral Imperative: Why We as Public Education Leaders Must Speak and Act Now..... | 7 |
| Our Declaration of Commitment..... | 11 |
| Principles and Premises We Embrace..... | 12 |
| Introduction..... | 12 |
| Article I: The New Digital Learning Environment..... | 13 |
| Article II: The New Learning Standards..... | 16 |
| Article III: Assessments for Learning..... | 19 |
| Article IV: Accountability for Learning..... | 23 |
| Article V: Organizational Transformation..... | 28 |
| Article VI: A More Balanced and Reinvigorated State/Local Partnership..... | 32 |
| Legislative Initiatives Required..... | 35 |
| Appendix A | |
| The Story Behind the Visioning Institute..... | 36 |
| Appendix B | |
| Meetings, Topics, and Participants..... | 38 |
| Our Purpose..... | 38 |
| The Schedule/Topics/Resource Speakers..... | 39 |
| Participating Superintendents..... | 40 |

Introduction

The Public Education Visioning Institute was born from the work and ideas of thirty-five public school superintendents who came together as a community of learners to create a new vision for public education in Texas. As the representatives of over 1.2 million students, we who were part of that group were frustrated with the present direction, but realized no clear picture was available to frame a conversation regarding a preferred future. We were also concerned that the principal architects of the present system are politicians, business leaders, and their policy advisors—not superintendents, not principals, not teachers, and not parents or school board members. Educators and parents have vital contributions to make and their insights and commitments should be utilized. We knew it was time to begin a new and different kind of dialogue. We also felt that the only meaningful way to address the issues and

challenge underlying assumptions was to define and express a vision, based on relevant beliefs, principles, and premises.

The Visioning Institute held its first of eight workshops on September 6–7, 2006. That first workshop focused on examining the culture and structure needed in schools to meet the needs of learners in a more global environment with attendant new expectations. Subsequent workshops held in 2007 explored moral and intellectual leadership, the nature of the future learner, assessment systems and accountability mechanisms, and more innovative ways to use resources.

We believe the work accomplished over the last 21 months of learning and intense dialogue has made us better leaders. It is our sincere hope that it will inspire others toward the common goal of making public schools better for all Texas children.

Use of This Document

We perceive this document as a “work in progress” describing what we believe and the possibilities we see for the future of public education. It should be viewed as a basic resource for all who want to join this conversation, further develop these ideas, and bring to fruition the results it envisions.

Our urgent desire is that this document be used to begin disciplined dialogue, stimulate questions, identify problems, and frame issues that will eventually lead to strategic actions at the local level and in governmental capitols. Our intent is for it to serve as a catalyst for the development of specialized publications, presentations, and legislative testimony.

These statements of principle and supporting premises furnish the foundation for developing

an understanding and commitment to a shared set of values and a common vision for public education in Texas, our public schools, and their success on which our democracy depends. We propose these to serve as a stimulus for conversations that will result in refinements and revisions from our colleagues, local communities, and other interested persons and organizations. This work can be used to create a community-based, bottom-up movement capitalizing on new and existing alliances with professional organizations, local business leaders, and similar groups. To quote author Margaret Wheatly, “*All great things begin with a conversation between two people.*” We are committed to seeing that the conversations continue and that the transformations we seek become a reality.

Major Conceptual Themes

Why a New Direction and Why Now

Every parent has a dream that their children will be happy and successful. Our communities and the schools that serve them should equally share in that dream and have a plan for making that dream a reality. Preparing students for success in the workforce is secondary to preparing children for success in life. The core business of schools is to provide engaging, appropriate experiences for students so that they learn and are able to apply their knowledge in ways that will enrich their lives and ensure their well-being. Unfortunately, the present bureaucratic structure has taken away that focus and replaced it with a system based on compliance, coercion, and fear. If proper focus is to be restored, the system must be transformed into one based on trust, shared values, creativity, innovation, and respect.

Engaging the Digital Generation

In today's digital world, most students come to school computer and technology savvy. With their iPods, iPhones, computer games, MySpace pages, and text messaging, they routinely use multimedia and internet resources in their daily lives. Technology development has also resulted in widespread change in the way students learn. To keep students fully engaged, schools must adapt to this new and rapidly changing environment. They must embrace the potential of new technologies and make optimum use of the digital devices and connections that are prevalent today to make learning vibrant and stimulating for all.

New Learning Standards for a New Era

A transformed system that meets the diverse needs of students in a digital environment demands new learning standards. Standards should reflect the realities of the age and recognize that students are not just consumers

of knowledge, they can be creators of knowledge as well. Standards should focus on development of the whole person, tapping curiosity and imagination, and providing opportunities for all talents to be cultivated, nurtured, and valued.

From Misuse of Standardized Tests to Unleashing the Power of Assessment

Assessment should inform accountability, but the present practice of one-shot, high-stakes assessment has failed the test. Appropriate and varied assessment using multiple tools for different purposes informs students, parents, the school, the district and the community about the extent to which desired learning is occurring and what schools are doing to improve. For assessment to be of any value, it must move from the present "autopsy" model to one that more resembles a "daily check up," which continuously identifies student strengths, interests, motivations, accomplishments, and other information necessary so that teachers can design the learning experiences that will best meet each student's needs.

Accountability that Inspires

Accountability systems of themselves do not produce excellence. Excellence can only come from commitment and meaning. The present accountability system has created schools in which the curriculum is narrowed and only academic abilities are valued. Students become expert test takers but cannot retain or apply what they "know" in a context other than the test environment; and creativity, problem solving, and teamwork are stifled. The punitive approach and "referee" model embraced by that system have hindered the success of students and schools. A more appropriate coaching model is needed to transform the system into one that inspires and stimulates.

Transforming our Schools from Bureaucracies to Learning Organizations

Bureaucracies value power and authority, while learning organizations are driven by beliefs and values. Schools must be transformed from their current bureaucratic form, characterized by rules and sanctions, punitive accountability systems, routines, and standardization of everything, to learning organizations where only the mundane is standardized and standards are used to nurture aspirations and accommodate human variables. Learning organizations maintain a clear sense of doing the right thing and doing it well, shared commitments and beliefs, common purpose and vision, trust, accountability, and use of standards to inspire. Bureaucracies discourage and are disruptive to innovation and cannot create the dynamic conditions that foster superior performance of teachers and students. Learning organizations capture the learning of adults, share it, and support its application so

that capacities to improve student learning are extraordinary.

Saying No to Remote Control

The shift in power in setting education policy from the local community to the state and federal government has resulted in a system where schools feel more accountable to the Legislature than to their students and their communities. The school district's role has been relegated to one of compliance, and the local community has been denied the opportunity to make the more important decisions and choices regarding the education of the children and youth who live there. A more balanced and reinvigorated state-local partnership is needed to create the type of schools that can best provide the learning experiences to help students succeed in today's world.

The Vision

We envision schools where all children succeed, feel safe and their curiosity is cultivated. We see schools that foster a sense of belonging and community and that inspire collaboration. We see learning standards that challenge, and intentionally designed experiences that delight students, develop their confidence and competence, and cause every child to value tasks that result in learning. Ultimately, we see schools and related venues that prepare all children for many choices and that give them the tools and attitudes to contribute to our democratic way of life and live successfully in a rapidly changing world.

In this context we see:

- A. Schools that are safe havens for students physically and emotionally, where students and teachers feel liberated to develop and nurture the whole person.
- B. Students who are encouraged to cultivate their curiosity and who realize questions are sometimes more important than answers.
- C. A culture that inspires all to do their best and a curriculum that is relevant, challenging, and meaningful.
- D. Learning standards that reflect development of the total range of student capabilities and that enable students to acquire the knowledge, skills, and attitudes they need to successfully contribute to our democratic ideals and to compete in today's digitally connected world.
- E. High learning standards with reasonable variation to challenge every child and motivate him or her to success.
- F. Students who have access to the tools of technology and who value the use of those tools in learning and communication.
- G. Students who own their learning, who can remember what they learned, and who can apply it wherever and whenever needed.
- H. Students who know that development of all their talents is valued and fostered by the school, their families, and the community at large, and who know safety nets and second chances are there to help them succeed.
- I. Multiple assessments that assist in the ongoing learning process and that serve as a positive influence in motivating students to succeed.
- J. Students who are prepared for life, for pursuing further education, for taking the first steps on their career paths, and recognizing all options open to them.

Transformed Systems for Making the Vision Reality

The schools we need are community-owned institutions. They are designed and established as learning organizations, treating employees as knowledge workers and students as the primary customers of knowledge work. They are free of bureaucratic structures that inhibit multiple paths to reaching goals. Reliance on compliance is minimized, and generating engagement through commitment is the primary means to achieving excellence. Leadership at all levels is honored and developed. All operating systems have well-defined processes that are constantly being improved. Attention of leaders is focused on the dominant social systems that govern behavior, beginning with those that clarify beliefs and direction, develop and transmit knowledge, and that provide for recruitment and induction of all employees and students into the values and vision. The evaluation, boundary, and authority systems are submissive to the directional system, allowing for major innovations to flourish, new capacities to emerge, missions to be accomplished, and the vision to be realized in an increasingly unpredictable world.

In this context we see:

- A. Schools that are kid-friendly and safe, with multiple and varied learning spaces incorporating state-of-the-art technology, and possessing the capacity, in alliance with the community, to meet the needs of all children and youth.
- B. Schools that are staffed by competent, committed adults who are supported and appreciated, and who understand their first priority is the children they serve.
- C. Schools that operate in partnership with the state, which provides adequate financial resources in an equitable manner, establishes frameworks for learning standards, supplies technical support, and enables assessment and accountability systems that inform the community and the public about the quality of the schools and level of student success.
- D. Schools that foster a sense of community, where local citizens know that the schools belong to them and they are responsible for the quality of education and creating the community conditions in which great schools can flourish.
- E. A school governance structure that provides significant insulation from direct political control and short-term political expediency, a structure in which the legislature is arbiter and source of only major state educational policy matters and does not involve itself in minute decrees and directives or imposing one-size-fits-all regulations.
- F. Schools that support and invest heavily in the continuous learning and development of all their employees, with a focus on substantive improvement, leading to enhanced student success.
- G. Schools with leaders who serve, support, and ensure that student engagement is and remains the first focus.
- H. Districts that enter and sustain collaborative partnerships with those who prepare teachers, ensuring that beginning teachers have had some field experience to ready them for teaching in engagement-centered schools.
- I. Districts that recruit, induct, and promote teachers who love learning and kids, relish the conditions in which they teach, work collaboratively, and see themselves as designers and leaders,

- along with their traditional roles as planners, presenters, and performers.
- J. Schools where students advance based on their learning and performance instead of seat time, courses are dominant over classes, and use of time and space is flexible and innovative.
 - K. Assessment processes that are designed to inform instruction in timely ways, honor student feedback, are comprehensive and fair, and do not rely on a single standardized test for important decisions.
 - L. School board members who are focused on ensuring that the system is responsive to student, staff, and community needs and that the common good of all students prevails.
 - M. Accountability systems that are designed to inspire and that are founded on high expectations, a sense of fairness, trust, and complete confidence in the measures employed.
 - N. Schools and communities that, with state and federal support, transform the present bureaucratic institutions into organizations that recognize knowledge work as requiring different conditions within which staff and students can excel.
 - O. Acceptance of the fact by schools and communities that the lack of success of many students today is less a problem of the students than of the systems that define current schools and the communities in which they function.
 - P. New learning standards dictating major changes in how schools are organized, the assumptions and beliefs on which their culture and structure are based, meaning the factory model must give way to more flexible ways of achieving the standards.
 - Q. Schools that embrace their (school board members, in particular) fundamental role in building the communities needed for great schools.

A Moral Imperative: Why We as Public Education Leaders Must Speak and Act Now

...not to find out new principles, or new arguments, never before thought of, not merely to say things which had never been said before; but to place before mankind the common sense of the subject, in terms so plain and firm as to command their assent, and to justify ourselves in the independent stand we are compelled to take. Neither aiming at originality of principle or sentiment, nor yet copied from any particular and previous writing, it was intended to be an expression of the American mind, and to give to that expression the proper tone and spirit called for by the occasion.

—Thomas Jefferson on the purpose of writing the Declaration of Independence

The framers of the Declaration of Independence provided inspiration for this monumental task we have felt compelled to undertake. While making no claim that this work is in any way comparable to their epic accomplishment, we have used what they did to inspire us, as a metaphor to frame our own efforts, and to reflect our deeply held belief in the assertion of Thomas Jefferson that learning is essential to liberty. So in that sense, we, like them, find that we can no longer keep quiet and continue to endure the injustices the present bureaucratic school system is imposing on our youth and their future.

External forces are creating requirements for public education that are detrimental to children and their teachers, as well as to the systems and communities in which they live and work, and, ultimately, to our democratic way of life. We assert that the major present reform efforts, in spite of some positive impacts, are resulting in a multitude of unintended negative consequences that far outweigh the benefits.

We concur that major changes in our schools are needed, but we disagree with the present direction and major assumptions and policies in place (and similar ones that are contemplated) to achieve that end. Therefore, we assert that schools must be transformed based on a different set of assumptions and beliefs if they are to accomplish their intended purpose in

this new world that is so dramatically different from the nineteenth and early twentieth century world in which their basic form and structure originated. This document reflects our sources of discontent, but more importantly it clearly conveys what we are for and declares our resolve to work toward the transformations needed.

Our collective experience and our intensive study of what is happening in our schools and communities lead us to conclude that the future of public education is at risk and will not survive if the present direction continues. It is time to redirect this concern, energy, effort, and support for improvement to create a positive commitment to the education of our youth by transforming systems that better meet the needs of 21st century learners.

Educating Our Youth: A Shared Responsibility

The creation of a system of public education is a primary responsibility of the state; however, the operation of the system is a local function. The present situation has been brought about by state (and federal policies) advancing the false notion that education is a function that can be directed from government capitols instead of from the community. There is a huge difference in the state seeing itself as having major responsibility for providing for

school systems and assuming the authority for operating those systems by remote control.

The state legislature seems to have forgotten that all independent school districts were created by a vote of the people who lived in those districts. Those voters probably never conceived that the day would come when the local districts they created would become little more than satellite state agencies for enforcing regulations.

This shift in power has resulted in multiple layers of bureaucratic regulations that become more onerous and complex with each governmental action. Government policymakers, in an effort to correct what they perceived as inefficiency and ineffectiveness in public education, have over-mandated and over-regulated the local function. Multiple and largely punitive accountability provisions were created to ensure compliance. Though this continual proliferation of prescriptive rules and requirements is probably well-intentioned, its impact on schools is inherently counterproductive. Rather than focusing efforts on student success, school districts have been forced to behave like inflexible and unresponsive bureaucracies, more accountable to policies set by the government and their enforcement agencies than responsive to meeting the needs of their students and the communities they serve.

Finally, this shift in power has stripped the local community of a sense of ownership of its schools and denied its citizens the right and opportunity to make meaningful choices about the quality and nature of education it desires for its youth.

We believe the present direction will not result in excellent schools or the properly educated citizenry we need. The narrow focus of state and federal compliance systems does not promote the full range of students' abilities that parents want and society needs. The voices of people in our local communities are not

being heard, which will ultimately result in diminished support and involvement at a time when they are needed most.

Restoration of Local Authority

The local/state partnership in providing public education is founded on a set of core values: equity, adequacy, and liberty. Equity and adequacy are associated with the state's responsibility to fund public education, while local control of decisions that matter is embedded in the concept of liberty. The value of local control, however, has been superseded by the dominant value of state control.

In 1949, as a result of the Gilmer-Aikin Act, public education funding in Texas took a new turn and began a new commitment to quality and equity with the state providing the largest share of operational costs. In contrast to recent times, the state set some standards but did not try to run the schools. Today, the burden for financing the schools has shifted to the local level with most financial support coming from local property taxes, while the authority to run the schools has shifted to the state, not unlike the plight of the original thirteen colonies. This over-reliance on the local property tax forced the creation of a "share the wealth" system to correct equity issues, further straining the sense of local control and community ownership.

Similarly, the locus of control for educational policymaking was originally envisioned to be centered in the local community. Today, students, teachers, administrators, parents, school boards, other local residents, and businesses live the nightmare of state and federal micromanagement. New laws are thrust on schools and communities from the state and federal levels without opportunity for significant participation from the local level, yet schools faithfully implement the biennial spate of new laws and rules. This stranglehold by the state is causing the tolerance level of those most affected to reach a breaking point, resulting in

unbearable levels of frustration, particularly for students and teachers.

We believe the state is interested in quality local schools and that our responsibility as local leaders is to work diligently within our own districts to improve, but we cannot in good conscience advocate policies that interfere with real improvements that are so badly needed.

We believe strongly in accountability, but accountability for the right things done in the right way for the right purpose. We cannot support a system that relies on one-shot testing, pushes a myth of objectivity, and punishes students and teachers based on false conclusions about student success and development.

We believe the state/local partnership should encourage community capacities to meet the needs of the 21st century learner in ways that develop the full range of a student's abilities and talents. We must restore the right of local communities to have a significant say about what the learning standards should be and how they are to be met and assessed.

The Federal Role: Less Control, More Support

In the context of shared responsibility, the role of the federal government should become one of research, support for solutions to major problems that transcend state and local boundaries, dissemination of information, and protection of constitutional rights.

The federal government has circumvented local and state authority by regulating many school and classroom functions over the past several decades. The *No Child Left Behind* (NCLB) Act greatly accelerated this trend, and regardless of its intent, discretion of local school boards, administrators, and teachers has been drastically diminished.

This has been done through a contractual arrangement, the terms of which exchange state and local control for federal dollars. The same legal scheme could be used to create a nationalized system with nationally-mandated curriculum, assessments, and accountability mechanisms. This approach, despite the national interest it portends to advance, will further marginalize the sense of local ownership, community, and responsibility and will significantly reduce the local support and community capacities needed to function in optimum ways. It will, in fact, result in the opposite of what was probably intended. Schools must be allowed to function in ways that build communities.

We believe that the further removed from the function of local schools, families, and centers of learning the policymakers are, the greater the likelihood that special interests will prevail to the exclusion of the voices of school leaders, communities, and families, orchestrated public hearings notwithstanding. The schools cannot be run either effectively or efficiently from Washington any more than from Austin. Local schools and communities may not always function as well as they should, but removing their authority generally instead of specifically is not the answer.

A New Vision and Direction Needed

We are compelled to offer a new vision that is based on our experience within our own communities. We listen and continuously search for new knowledge and ways to help parents realize their dreams for their children. What we envision comes directly from the aspirations of our citizens, parents, community leaders, students, teachers, and school board members who we interact with every day. The future we see is tempered by the insights and beliefs derived from our professional judgment, experience, and what we have learned from our communities and each other. The voice we

reflect is a cry from home for great schools and a better tomorrow for our children.

We believe that certain premises, principles, and beliefs should drive a vision that is 21st century in its character. We have articulated those principles in the section that follows. A vision that can frame the debates and conversations is needed to create the deeper understandings and commitments of all who care about the future. We have painted a picture of a dynamic vision of learner success in a global, digital world and the organizational structures and supports

necessary to realize that vision. We have proposed some strategies for action as well.

We believe this endeavor will result in major changes in state policies and local practices, better public education opportunities, and stronger communities. To bring about these changes, we will engage citizens of the local communities and elected officials in open and informed conversations focused on the agendas contained in this document and the subsequent topics they will generate.

Our Declaration of Commitment

The writers of The Declaration of Independence expressed their beliefs on which their vision of the new nation was based. They also felt a responsibility to enumerate the wrongs that justified their separation from the tyrannical king and his parliament. We too, have shared our beliefs, and a general description of the preferred future we believe can and must be created.

The principles and premises we embrace are defined in this section. We think of these principles on which the schools can be transformed, in a metaphorical sense, as analogous to the Articles of Confederation and the United States Constitution. We know they do not rise to that magnitude of importance or clarity of expression of the philosophical underpinnings of our great nation, but we sincerely believe that moving

in this new direction for educating the young is fundamental to the survival of the nation of the free they envisioned and created. We see the Federalist Papers as symbolic of the conversations for understanding that must be stimulated and provided for now.

We pledge ourselves to act on these beliefs, to pursue these ends, and to be willing to take the personal and professional risks required, for we do not believe the next generation will have the opportunity open to us today. It is with that sense of responsibility and urgency that we take on this enormous task, the first of which is to invite those who may share our discontent and the possibilities of our approach to join us in seeking understanding, in improving it, and in taking the strategic actions necessary to begin and sustain this critical journey of transformation.

Principles and Premises We Embrace

Introduction

Beliefs Behind the Vision:

Beliefs create vision and drive action. Purpose-driven organizations are clear about what they believe, who they are, why they exist, what vision they seek to realize, and what missions they must accomplish. The assertions we make here are the basis for our vision. They form the foundation for what we see for a new direction and future for public education in Texas.

Importance of the Digital Revolution:

We believe that the new digital environment will have more impact on the generation and transmission of knowledge than anything since the invention of the printing press. Like the mid-fifteenth century scribes and monks who were suddenly confronted with new roles, leaders in public education must adapt to these new realities or face extinction. The current culture and structure that prevail in most schools will not meet the needs of these new “digital natives,” nor will they result in the improved learning opportunities and engaging experiences our students deserve.

Re-framing Required for Changing the Conversation:

We believe it is our duty to help reframe the “problems and challenges” of public education in this new context. We offer these assertions to stimulate different conversations and to provide impetus for legislative actions so that public education in Texas can take a new turn for a vibrant future.

Bureaucratic Stranglehold/State Dominance Must Go:

We believe this transformational process must rescue schools from the bureaucratic stranglehold of over-regulation and the government-imposed and antiquated factory model that now forms their character. The state cannot have great schools and strong communities as long as it insists on the real power and authority residing in Austin, for the long arm of control carries with it the high cost of the very bureaucratic structures for compliance that render local schools and communities incapable of responding to changing needs. A new, more balanced and re-invigorated state/local partnership based on the principles embodied in this document can make Texas the leader in which all can take great pride in the schools—pride in ownership and in a new sense of community committed to the common good.

Six Articles

The principles and premises we embrace are defined in the context of six separate articles:

Article I: The New Digital Learning Environment

Article II: The New Learning Standards

Article III: Assessments for Learning

Article IV: Accountability for Learning

Article V: Organizational Transformation

Article VI: A More Balanced and Reinvigorated State/Local Partnership

Article I: The New Digital Learning Environment

Statement of Principle

Digitization and miniaturization of information processing power are expanding exponentially and are changing the world, our lives, and our communities at an overwhelming speed. To be viable, schools must adapt to this new environment. We must embrace and seize technology's potential to capture the hearts and minds of this, the first digital generation, so that the work designed for them is more engaging and respects their superior talents with digital devices and connections.

Supporting Premises

We hold that:

- I.a The technologies that make this new digital world possible must be viewed as opportunities and tools that can help us in educating and socializing the young both in and outside the school.
- I.b The virtual social-network connected and tech-savvy generation will not tolerate the one-size-fits-all mass production structures that limit learning to particular times and places and conventions.
- I.c The potential of learning anywhere, anytime, "any path, any pace" must be embraced. Future learning will be a combination of learning at school, virtual learning, learning at home, and in the community.
- I.d Schools must reach out to those who would educate at home or in small networks and welcome their involvement in the school community.
- I.e Virtual learning should become the norm in every community to meet the needs of students who prefer such an environment.
- I.f The secondary school credit system should be expanded beyond school walls so that any place/any time learning, including virtual learning, are equally valued and supported.

| Reflections, Questions, Recommended Revisions/Additions |
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- I.g We (families, schools, churches, youth organizations, etc.) cannot control access to information by the young and recognize that once existing boundaries no longer exist.
- I.h Children and youth need role models and adult guidance and connections even more than in the pre-digital era, but the role of adults is different, becoming one that is more about facilitating understanding, raising questions, and designing engaging tasks that produce learning than lecturing and instructing.
- I.i School leaders, including board members, must work to bring the public into conversations that are needed not just to support these transformations but to help shape them and create ownership.

Article I: The New Digital Learning Environment

If we embraced this PRINCIPLE and its SUPPORTING PREMISES:

What changes might we expect to see?

In students?

In the environment in which teachers and students work?

In the focus of our actions?

What new capacities will we need and how will we develop them?

How would embracing this PRINCIPLE impact our beliefs, bring greater clarity to our sense of direction and what we want to be like five years from now?

Article II: The New Learning Standards

Statement of Principle

The new digital environment demands new learning standards for students so that they will have the values and the capabilities to live, learn, and earn in a free society surrounded by a world that is truly global, connected, and increasingly competitive in scope and character.

Supporting Premises

We hold that:

- II.a Standards should be clear, attainable, and high enough to provide for a system of student performance variance where all can experience success and challenge.
- II.b Learning should be specified to the “profound level,” that is, students are able to apply their learning to new situations, to synthesize, solve problems, create knowledge, and cultivate and utilize the full range of their capabilities.
- II.c Learning standards should embrace development of the whole person to build students’ capacity to shape their own destiny as individuals and as contributing members of society.
- II.d Standards should respect and value students’ “multiple intelligences” and talents and provide opportunities for all students to excel and experience success.
- II.e Standards should tap curiosity and imagination in the traditional academic core, aesthetic, and skill areas in a way that lack of proficiency in any one area does not discourage students from recognizing and pursuing their special talents and learning in other areas.

| Reflections, Questions, Recommended Revisions/Additions |
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- II.f New learning standards should reflect realities of the new digital era, where students are not just consumers of knowledge, but creators of knowledge.
- II.g Content standards should serve as frameworks that assist teachers and students in creating learning experiences that motivate student success.
- II.h Standards should be flexible enough to provide for expansion and extension by local districts and their communities.
- II.i Guidance should be given to teachers' daily work so they can make the content standards clear and compelling to their students for each unit of focus.
- II.j Standards should be framed so they do not sacrifice the profound learning desired for easy and low-cost state assessment and accountability measures.
- II.k When competent, caring teachers provide properly designed learning experiences in inspiring social environments, all students will engage and can meet or exceed a reasonable variance to the standards.
- II.l Standards should result in all students being committed and equipped to be competent lifetime learners, well-prepared for further formal education and to pursue multiple careers.

Article II: The New Learning Standards

If we embraced this PRINCIPLE and its SUPPORTING PREMISES:

What changes might we expect to see?

In students?

In the environment in which teachers and students work?

In the focus of our actions?

What new capacities will we need and how will we develop them?

How would embracing this PRINCIPLE impact our beliefs, bring greater clarity to our sense of direction and what we want to be like five years from now?

Article III: Assessments for Learning

Statement of Principle

Appropriate and varied types of assessments are essential for informing students about their level of success in ways that affirm and stimulate their efforts and for informing their teachers so that more customized learning experiences may be provided in a timely way. Well-conceived and well-designed assessments should also be used to reveal to parents, the school, the district, and society at large the extent to which the desired learning is occurring and what schools are doing to continuously improve.

Supporting Premises

We hold that:

- III.a Assessments must be framed in a system development approach to meet the information needs of all users of assessment results. The system must be balanced and reflect at least three basic levels of assessment: the classroom level, with particular attention to the impact of the assessment on the learner; the program level, which allows evaluation of program effectiveness; and the institutional level, which appropriately informs policymakers.
- III.b Assessments used by teachers are the most critical for improving instruction and student learning, and to be effective must reflect certain characteristics, be interpreted properly in context, and reported clearly. Conducting good assessments is a part of the art and science of good teaching that results from teacher experiences and formal teacher professional development opportunities.
- III.c Assessment should be used primarily for obtaining student feedback and informing the student and the teacher about the level of student conceptual understanding or skill development so that the teacher has accurate information to consider for designing additional or different learning experiences.

| Reflections, Questions, Recommended Revisions/Additions |
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- III.d Assessment should be continuous and comprehensive using multiple tools, rubrics, and processes, and incorporate teacher judgments about student work and performance as well as the judgment of others, when needed.
- III.e Assessment should not be limited to nor even rely substantially on standardized tests that are primarily multiple-choice paper/pencil or on similar online instruments that can be machine-scored.
- III.f Standardized tests should be used primarily to identify hard-to-learn/difficult-to-teach concepts to differentiate learning experiences and focus attention on the more systemic curricular issues involving student performance. Assessments that rely exclusively on quantifiable information remove from the teacher and school informed judgment prerogatives that are necessary to be timely and productive and deny the human aspect of the daily interactions teachers have with students and each other.
- III.g Assessment should reflect and encourage virtual learning and incorporate ways of recognizing its value and counting it as credit in meeting graduation requirements.
- III.h Reports about student performances, generated as a result of assessment, should inform students, parents, the school, and the greater community about how well students are doing.
- III.i Sampling techniques involving all student groups should be employed periodically to evaluate programs and overall student progress. On occasion, community members or other teachers who have particular expertise may observe student performances and participate in protocols gauging the quality of student work products or examinations.

- III.j The voice of students should be respected, and their feedback should be solicited regarding their learning and their response to the tasks they are assigned.
- III.k The voice of teachers should be respected, particularly what they have to say about student performance, curriculum development, and program evaluations.
- III.l The voice of parents should be respected, and they should be involved in feedback processes regarding the response of their children to tasks assigned as well as parental desire to do work at home that extends the learning.
- III.m Assessments for learning, when they are varied and comprehensive, can also furnish important information in context as one factor among many in personnel appraisal systems, in ascertaining the performance levels of campuses and departments, and in measuring the impact of accountability systems on inspiring continuous improvement.

Article III: Assessments for Learning

If we embraced this PRINCIPLE and its SUPPORTING PREMISES:

What changes might we expect to see?

In students?

In the environment in which teachers and students work?

In the focus of our actions?

What new capacities will we need and how will we develop them?

How would embracing this PRINCIPLE impact our beliefs, bring greater clarity to our sense of direction and what we want to be like five years from now?

Article IV: Accountability for Learning

Statement of Principle

Comprehensive accountability systems are essential to achieving minimal personal and organizational performance only. They are necessary for weeding out the incompetent and reconstituting unproductive schools, but such systems serve to create compliance and mediocrity at best. Excellence and sustained exceptional performance come from a commitment to shared values and a clear vision that encourages collaboration and teamwork. Creating organizations that foster commitment requires superior moral leadership and a responsible use of authority.

Supporting Premises

We hold that:

- IV.a Accountability systems should be carefully designed on a theoretical base that honors what teachers and students actually do, that empowers and builds integrity, trust, and commitment to the values that define the school.
- IV.b Assessment results and other examples of work products and performances of students should be used as the primary information source for understanding where students are and what they need. These can also be used for reporting to parents and the public.
- IV.c Accountability systems that draw on assessment information external to the class, school, or district are important for internal confidence in large systems and external confidence in all districts. Descriptions of the contexts in which assessments are given should be a part of reports. All parties should have some say in what measures are used and the weights assigned to different measures.
- IV.d Districts should be allowed to design their own internal systems of assessment for learning and accountability, as long as they meet certain specified state standards.

Reflections, Questions,
Recommended Revisions/Additions

- IV.e Those for whom the accountability mechanisms are to apply must have confidence and trust that they are fair and unbiased.
- IV.f Sampling techniques (the full range of examinations, evaluation of student work products, and performances as well as teacher tests and standardized tests) should be used in lieu of testing every child every year.
- IV.g Processes should be clearly defined so they can be controlled, measured, and improved.
- IV.h End results are not the only results that matter, for some results are set as goals that, if achieved first, would enhance the end result.
- IV.i An effective accountability system has multiple measures in place that provide for continuing employment, promotion, development, probation or termination; and respects the perspective that most people want to do a good job and want others to do a good job, as well.
- IV.j Standardized tests (including criterion-referenced tests) cannot measure with precision profound learning.
- IV.k Much for which schools need to be accountable will require subjective measures, and the decision about what and how to measure is admittedly one of the most subjective.
- IV.l Accountability systems are guided by the fact that to attach any matter highly valued by students, teachers, school leaders, or schools/districts to any *single measure* such as a standardized test, corrupts the test and the integrity of what it measures as well as the accountability it was intended to provide.

- IV.m Labels for schools and particularly those that use the lowest performing unit as the basis for a punitive label should be avoided. There is a distinction between identifying performance gaps and labeling. Identification of performance gaps enables schools to move forward in designing different instructional strategies or approaches to help students achieve the learning desired.
- IV.n Complete transparency is a requisite for how all data is collected, analyzed, and reported, including the subjective, sometimes political, manner in which state proficiency standards are set on state tests, if such tests are to be used.
- IV.o A multi-year cycle for periodic district and campus performance reviews should be established, using highly trained visiting teams to analyze a predetermined set of student performance information.
- IV.p As single measurements, standardized norm-referenced tests, criterion-referenced state tests, aptitude tests, end-of-course exams, other oral and written examinations, student performances/projects/portfolios, regular teacher assessments, and grades each give a piece of the picture; and used in combination, can provide a more holistic view. However, if a high-stakes standardized test is given a preponderance of weight, it will become the assessment that really counts, others notwithstanding.
- IV.q Standardized tests to which high stakes are attached can become substitutes for the learning standards themselves and result in “teaching to the test” rather than teaching for attainment of the standard.

- IV.r Consequences (sanctions) should be associated with a performance assessment only if the assessment uses a combination of measures including sample examinations and other student performances to ascertain the degree to which the learning level is outside the variance allowed.
- IV.s Alternative assessments in combinations as indicated in other premises in this section should be considered.

Article IV: Accountability for Learning

If we embraced this PRINCIPLE and its SUPPORTING PREMISES:

What changes might we expect to see?

In students?

In the environment in which teachers and students work?

In the focus of our actions?

What new capacities will we need and how will we develop them?

How would embracing this PRINCIPLE impact our beliefs, bring greater clarity to our sense of direction and what we want to be like five years from now?

Article V: Organizational Transformation

Statement of Principle

The digital revolution and its accompanying social transformations and expectations dictate a transformation of schools from their current bureaucratic form and structure that reflects the nineteenth and early twentieth century factory after which they were modeled, to schools that function as learning organizations. We believe that a learning organization can create the conditions and capacities most conducive for leaders, teachers, and students to perform at high levels and meet the expectations of new learning standards.

Supporting Premises

We hold that:

- V.a Excellence emanates from a shared commitment to values and standards, high levels of engagement, and strong leadership at levels functioning within an accountability system that inspires.
- V.b The teacher's most important role is to be a designer of engaging experiences for students, supporting students in their work by incorporating more traditional roles as planner, presenter, instructor, and performer.
- V.c The overall quality of the present teaching force is excellent, and most teachers are capable and willing to take on their new designer role if their sense of moral purpose for entering teaching is honored, and if they are provided relevant developmental opportunities and a climate and conditions that support them.
- V.d To attempt to incentivize teachers with material rewards for improving test scores is an insult to teachers and infers that improvements in learning can be measured with precision. Such pay schemes should not be mandated by the state but left to the discretion of local districts.

Reflections, Questions,
Recommended Revisions/Additions

- V.e The costly loss of so many teachers from the profession in the first three to five years of employment is likely more a function of the social systems and conditions that dominate most schools than a lack of material rewards.
- V.f Districts will have increasing difficulty in attracting experienced teachers to teach in poverty-stricken schools, and the overall teacher retention rate will decline even further if federal and state bureaucratic controls continue excessive focus on high stakes standardized tests.
- V.g Leadership development at all levels (teachers, included) must become a primary means of building needed capacities to function in required new roles.
- V.h Students are in charge of determining where their attention, effort, and commitment go, and their access to information gives them even more power; hence, they must be treated accordingly.
- V.i The variation in student learning is as much a function of student effort as it is of ability, meaning that we must incorporate into the tasks we design and assign to students those qualities that will increase engagement.
- V.j Profound learning (owning the knowledge) as opposed to superficial learning (short-term memory) comes more from engagement and commitment than from various forms of compliance, coercion, sanctions, or rewards.
- V.k The use of too tightly monitored curriculum and a scripted approach to teaching to ensure coverage of the material for the test instead of broad understandings of connected content is a detriment to profound learning.

Reflections, Questions,
Recommended Revisions/Additions

- V.l The district is responsible for creating the conditions in which student commitment and engagement become central and for attracting principals and teachers who can learn to use appropriate frameworks, protocols, processes, assessments, and resources in different ways in a collaborative setting.
- V.m Operating and social systems exist in all organizations including schools. Transforming these systems is the only way to transform schools into the type of organization needed.

Article V: Organizational Transformation

If we embraced this PRINCIPLE and its SUPPORTING PREMISES:

What changes might we expect to see?

In students?

In the environment in which teachers and students work?

In the focus of our actions?

What new capacities will we need and how will we develop them?

How would embracing this PRINCIPLE impact our beliefs, bring greater clarity to our sense of direction and what we want to be like five years from now?

Article VI: A More Balanced and Reinvigorated State/Local Partnership

Statement of Principle

A more balanced, reinvigorated state/local partnership can generate the public involvement and community support needed to meet the demands of new learning standards essential to the success of the 21st century learner. The present state-dominated partnership is inherently incapable of creating the type of schools that can provide the learning experiences most needed by students in our schools today. New levels of trust and reciprocal arrangements, including a return of significant authority and responsibility to local communities, are the only hope.

Supporting Premises

We hold that:

- VI.a The state's interest in great schools and communities can best be assured by a partnership that may specify the basic standards for graduation and general accountability measures but does not detail how standards are to be achieved nor the assessments needed to inform and guide instruction.
- VI.b The dramatic increase in number of students, diversity, and poverty levels demand that the state/local partnership be shaped to respond to these needs with innovations not bound by bureaucratic rules of the present.
- VI.c Schools reflect the problems of the society from which their students come; therefore, it is essential that community/school partnerships be developed and supported that coordinate social services to students and families.
- VI.d Educating our youth is a state responsibility but a local function. Attempts to run the schools from Austin and Washington will result in a further decline in the local sense of ownership and responsibility at the very time when local involvement is most needed.

Reflections, Questions,
Recommended Revisions/Additions

- VI.e The public education finance mechanisms must be adequate, equitable, and provide for local meaningful discretion and flexibility in the allocation of resources to support goals and priorities. Digital learning opportunities will require innovative revenue generation and accounting possibilities not yet invented.
- VI.f A stronger sense of community ownership would prevail if conversations by school board members and other community leaders focused on substantive issues over which they had control rather than on state and federal compliance matters.
- VI.g Regional education service centers are a vital resource and developing their capacities to provide technical assistance in collaborative ways can accelerate the transformation journey of schools and school districts, particularly in development of assessment tools for learning and training for school personnel.

Article VI: A More Balanced and Reinvigorated State/Local Partnership

If we embraced this PRINCIPLE and its SUPPORTING PREMISES:

What changes might we expect to see?

In students?

In the environment in which teachers and students work?

In the focus of our actions?

What new capacities will we need and how will we develop them?

How would embracing this PRINCIPLE impact our beliefs, bring greater clarity to our sense of direction and what we want to be like five years from now?

Legislative Initiatives Required

These principles and premises and the resulting vision involve major transformations throughout all aspects of public elementary and secondary education. The initial changes in laws and rules should include the following:

- A. **Transform** the current litany of overly detailed **curriculum specifications** to frameworks that identify at the state level the most important topics for the new learning standards in a way that leaves room for local communities to make decisions about the details.
- B. **Transform** the current **assessment system** that is cumbersome and focused on a series of snapshots for accountability to a system of multiple types of assessment that satisfies various state and district needs but has a primary focus on informing instruction and design of work for students. Invest in piloting assessment alternatives to standardized testing.
- C. **Transform** the **Texas Education Code** from a litany of overly prescriptive regulations and a myriad of practices imposed on the schools that restrict local prerogatives, distract attention, and use resources, particularly misuse of time, to a streamlined compendium of major policies that support the new learning standards and focus schools on their main purpose.
- D. **Transform** the **accountability system** from one based primarily on standardized test scores with counterproductive high-stakes that result in mediocrity at best, to a system that enables excellence through inspirational standards, comprehensive review processes that ensure accuracy in reporting levels of learning, outstanding moral leadership, and a culture of commitment.
- E. **Transform** the **Texas Education Agency** from an organization that is totally focused on compliance and enforcement to one that carries out its compliance function as secondary to providing leadership and technical assistance to school districts liberating them to innovate and focus on children and ensure they are accountable to their families and communities.
- F. **Transform** the **state governance structure** from a system that locates inordinate power in the governor, providing little or no insulation of schools from political expediency, to a system that has clear lines of authority and accountability and provides for general oversight of the agency. Clarify the role of the state board of education and its authority related to the core business of schools.
- G. **Transform** the **public education system** by allowing some “trailblazing” districts to advance this vision. The Legislature should authorize the establishment of a network of at least 10 school districts broadly representative of the state and exempted from inhibiting laws and regulations. These districts may then design and lead a piloting endeavor to transform themselves in ways that reflect the spirit and intent of the principles and supporting premises proposed by the Texas Public Education Visioning Institute.

Appendix A

The Story Behind the Visioning Institute

Where's the vision?

This story begins with conversations among school superintendents and other school leaders. Such discussions are often dominated by compliance issues such as how to implement the latest mandate from Austin or Washington. At other times, the exchanges relate to school finance, politics, changing demographics, challenges of technology and its impact on students and society, the test-focused craze, dysfunctional school boards, and the negative impacts of the present accountability mechanisms on students and teachers. On occasion, we lament how we allow ourselves to be co-opted into supporting policies that we know are counterproductive and take away local options, and how we permit ourselves to be discouraged from being more assertive in representing our local communities in support of meaningful improvements.

But when the discussion turns to thoughts about the future for Texas public education, no clear picture emerges to frame the conversation. We sense the present direction is wrong but what direction would we propose? Most of us have some understandings of the future we want in our districts, but even those descriptions are framed by the present state accountability labels, as if reaching “Exemplary Status” defines it. Can we begin a new and different kind of dialogue about the future? Should we challenge the underlying assumptions on which so many bureaucratic practices are based? In the absence of a clear picture of the preferred future, should we as public school leaders define and express our own vision to “get the ball rolling”?

What are we for?

The second part of the story has its origin in the state educational policymaking environment and associated debates. Politicians, state business leaders, and their policy advisors have been the principal architects of the present system—not school superintendents, not principals, not teachers, and not parents. What we hear most often from these external decision makers is that they know what school superintendents are *against*, but don't know what they are *for*.

If they are asking us to describe what we are *for* in a broad based and coherent way, then we tend to come up short in spite of our issue-specific legislative programs, with the exception of the principles we favored in the school finance issue. Otherwise, we often gave inadequate answers. What evolved from these interac-

tions was the assertion that we could answer the “for” question only if we were clear about our relevant beliefs, principles, and premises and the vision they would generate. One thing we know for sure is that we object strongly to the present debilitating conditions for students and teachers generated by the false assumptions that underlie many current policies. Therefore, we feel duty-bound to discover and express the answers to the “for” question, not in a piece-meal fashion but in a comprehensive and fundamental manner, and in a way that makes sense of the digital revolution now impacting every aspect of our world and our lives.

Where did we start?

The catalyst for bringing these ideas forward was Keith Sockwell, retired superintendent of Northwest ISD, and, at the time, with SHW Group LLP, an architectural firm in Plano. In his visits with a number of superintendents around the state during the spring and summer of 2006, these questions kept coming up again and again. The “what are we for” and the “no vision” bug bit him hard. So he asked SHW Group if they would underwrite such a quest with “no strings attached.” The only stipulations SHW Group made, through its Chief Executive Officer Gary Keep, were to take the long-term view, think creatively, follow through, and ask the participating superintendents' school districts to support the effort by paying their travel costs and a minimal fee, and, more importantly, supporting their commitment and the time to make it happen.

We anticipated that the effort would require at least a yearlong pledge, and that it would be professionally developmental for participants. Secondly, it became clear that follow through could involve significant resistance from the backers and benefactors of the present state-controlled system. However, our confidence in the democratic process was such that if parents and other local community members were empowered, they would rise in support of the new vision if it were clear, reflected their values, and appealed to their interests and needs and dreams of success for their children.

What were the next steps?

Sockwell contacted John Horn, retired superintendent, Mesquite ISD, and now a Senior Associate with the Schlechty Center for Leadership in School Reform. He has worked with several Texas school districts and has

been facilitating planning and goal setting sessions for leaders of the Texas Association of School Administrators (TASA). He was also the primary facilitator some years back when eleven educational leadership organizations came together to develop the core principles around a school finance system that would provide adequacy and equity and meet constitutional requirements.

Along with Frank Kelly, director of educational facilities planning, SHW Group, Sockwell and Horn met with Johnny Veselka, Executive Director of TASA, who saw the need for such a visioning effort, eagerly agreed, and with the TASA Executive Committee's unanimous support, obtained approval of the Texas Leadership Center to be the fiscal agent. TASA would provide coordination and other staff support. SHW Group agreed to pay for facilitation, materials, cost of resource speakers, and publication of the initial draft product that would be used to foster intentional conversations around the agenda promoted by the proposed principles and premises.

The Visioning Institute then became a reality. The Institute contracted with the Schlecthy Center to help design and facilitate the work sessions. A small nucleus of superintendents from the larger group was invited to form what became known as the Design Team. They met with Lennie Hay from the Schlecthy Center and John Horn to develop clarity about the objective, map out a 15-month timeline, select topics for discussion germane to the objective, identify experts in those fields, and design each session as a developmental experience for participants that would free them up to think creatively, elicit insights from their own experience, and to develop a sense of collegiality and moral commitment to the goal and to each other. Horn worked with the Design Team between sessions to adapt and meet the needs of the participants so their contributions could be maximized.

How were other participants selected?

The superintendents invited to participate were those with whom Sockwell had been visiting, and who, for the most part, were SHW Group clients. The Texas Leadership Center Board of Directors and TASA of-

ficers were also invited. Horn and Hay advised the Design Team that a maximum of 35 participants would be the most conducive to having the type of disciplined conversations and dialogue needed to reach the stated goal.

When the 35 participants were identified, it became clear that the group included an appropriate sample of superintendents representing various types of districts, serving over 1.2 million students. The Design Team members believed that if the initial proposal were a "work in progress" or an "initial draft," that any who desired could help to shape its continuing evolution, that if it were inspiring and captured the spirit of what any similarly constituted group of superintendents would also produce, then it would be welcomed and well received.

The original participants were sensitive to not make presumptions about speaking for all. We viewed our work from the perspective of how we would react if we had not been part of the original group. Our conclusion was that if it were kept as a "work in progress" until anyone who desired could weigh in with suggestions and changes, then it would be judged on its quality and relevance.

It was agreed that an extensive written record of the discussion and video recordings would be made to ensure that, at the end, the thoughts and contributions of all had been captured and honored in the resulting product. However, to ensure completely candid discussions and protection from those who might misunderstand such free and open dialogue, it was agreed that no video or quotes of individuals would be made public without their consent.

Now that the initial "work in progress" document has been offered, the SHW Group has agreed to support further dissemination and public information strategies to give our colleagues the opportunities described above and to put "feet and legs" to the more fully developed ideas and policy initiatives that emerge. They will also support efforts to extend conversations in local communities, with other organizations, and with state leaders in hopes that many of them will embrace the statements of vision, principles, and premises required to create the future envisioned.

Appendix B

Meetings, Topics, and Participants

The Visioning Institute had its first meeting with participants on September 6–7, 2006, and met for seven sessions during 2007 with an additional work session in November and the most recent meeting in January 2008. The Design Team continues to meet and additional sessions are likely to orchestrate the next steps.

Our Purpose as Framed in the Invitation Letter to Prospective Participants

The Public Education Visioning Institute is a unique opportunity for thirty visionary, progressive superintendents to learn from one another by challenging conventional thinking to improve their leadership capacities and their school systems.

Participants will engage in stimulating dialogue with each other and leading thinkers to explore ways they can create more meaningful educational opportunities for their students. The first in a series of eight workshops will focus the group on examining the culture and structure needed in schools to meet the needs of learners in a more global environment of new expectations.

Development of relevant core values from which new visions and purposes for public education can emerge is a goal. The remaining workshops have been designed to explore moral and intellectual leadership, the nature of the future's learner and the new social contexts in which they will live, more appropriate assessment systems, and more equitably designed accountability mechanisms.

Participants will explore innovative ways of using resources such as people, time, space, technology and funding to realize a new vision for public education in the year 2020.

The Schedule/Topics/Resource Speakers

- Session 1:** Purpose, Core Values, Vision—Phil Schlechty
September 6–7, 2006
- Session 2:** Learners and the Design of a Productive Social Context (I)—Marc Prensky
November 8–9, 2006
- Session 3:** Learners and the Design of a Productive Social Context (II)—Judy Johnson/Lauren Resnick
January 10–11, 2007
- Session 4:** Results for Public Education—Doug Reeves
March 7–8, 2007
- Session 5:** Rethinking Resources for Public Education (I)—Milton Chen
April 25–26, 2007
- Session 6:** Rethinking Resources for Public Education (II)—Ian Jukes/Ted McCain
June 22–23, 2007
- Session 7:** Moral and Intellectual Leadership for Change—Michael Fullan
September 27–28, 2007
- Session 8:** What Could Public Education Look Like in 2020?—Phil Schlechty
January 16–17, 2008

Participating Superintendents

Superintendent

David Anthony
Cathy Bryce
Gene Burton
Deborah Cron
Thomas Crowe
Ralph Draper
Robert Duron
John Folks
Alton Frailey
Greg Gibson
Annette Griffin
Jim Hawkins
Michael Hinojosa
Rick Howard
Mark Jackson
Melody Johnson
Duncan Klussmann
Richard McReavy
Leonard Merrell (Retired)
Richard A. Middleton
Vernon Newsom
Dawson Orr
Douglas W. Otto
Thomas Randle
Rick Reedy
Jerry Roy
Karen G. Rue
Rod Schroder
Greg Smith
Barbara Sultis
Jeff Turner
Stephen Waddell
Ryder Warren
Nola Wellman
Leland Williams

District

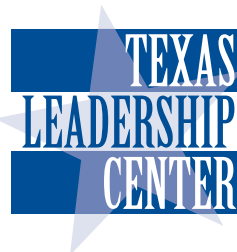
Cypress-Fairbanks ISD
Highland Park ISD
Rockwall ISD
Weatherford ISD
McKinney ISD
Spring ISD
San Antonio ISD
Northside ISD
Katy ISD
Crowley ISD
Carrollton-Farmers Branch ISD
Killeen ISD
Dallas ISD
Comanche ISD
Burleson ISD
Fort Worth ISD
Spring Branch ISD
Waller ISD
Katy ISD
North East ISD
Mansfield ISD
Wichita Falls ISD
Plano ISD
Lamar CISD
Frisco ISD
Lewisville ISD
Northwest ISD
Amarillo ISD
Clear Creek ISD
Goose Creek CISD
Coppell ISD
Birdville ISD
Marble Falls ISD
Eanes ISD
Dickinson ISD



Texas Association of School Administrators

406 East 11th Street
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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa Renegar, Planning and Instruction Department
Subject: Revisions to Student Outcome Goals 1 and 2
Date: September 8, 2021

HISTORY:

The Board of Trustees had previously developed a set of 3 Student Outcome Goals with corresponding Goal Progress Measures (GPM’s) to monitor student progress. These goals had primarily focused on math (Goal 1), reading (Goal 2), and college and career readiness (Goal 3). Each goal had annual targets established. The GPM’s, which fall under each goal, are measurements of progress towards the overall goal.

This report is intended to inform the Board about revisions to Student Outcome Goals 1 and 2, as well as anticipated dates for revisions to the associated Goal Progress Measures (GPM’s).

RATIONALE:

The District Advisory Team met on August 20, 2021 and discussed revisions to Goals 1 and 2, setting goals through 2024. The information below outlines the Goals and Goal Progress Measures, as well as decisions and/or anticipated timeframes for future decisions.

Student Outcome Goal 1:

Student Mathematics performance on the STAAR/EOC in grades 3-12 will increase annually from 2020-2021 through 2023-2024 at the Approaches, Meets, and Master’s Levels as indicated in the table below.

| Annual Targets Goal 1 | 2020-2021 (Baseline) | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|----------------------------------|---------------------------------|----------------------------|----------------------------|----------------------------|
| Approaches | 45% | 47% | 48% | 51% |
| Meets | 15% | 17% | 18% | 20% |
| Masters | 4% | 5% | 7% | 9% |

Goal Progress Measure (GPM) 1.1:

Student Mathematics performance in Grades Pre-K through 2nd will increase from 2020-2021 through 2023-2024 as measured by the IStation Mathematics Ability Index. Performance at the Approaches, Meets, and Master’s Levels will increase annually as indicated in the table on the next page.

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| GPM 1.1: Istation Mathematics Overall Ability Index PK-2nd Grade | Goals 2020-2021 | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|------------------------|------------------------|------------------------|------------------------|
| Approaches | 25% | 28% | 31% | 34% |
| Meets | 20% | 23% | 27% | 30% |
| Masters | 10% | 13% | 17% | 20% |

Note: GPM 1.1 had the baseline set in 2020-2021, and the DAT already decided on the goals for 2021-2024. The Board will receive a report on the attainment of the 2021-2022 Goals for GPM 1.1 in November 2021 and again in February of 2022, based on the Board Monitoring Calendar.

Goal Progress Measure (GPM) 1.2:

Student Mathematics performance on the TRS Unit Assessments in 3rd Grade Math will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

| GPM 1.2: TRS Unit Assessments—3rd Grade Math | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|---|------------------------------------|------------------------------------|
| Approaches | Baseline— To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Meets | Baseline— To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Masters | Baseline— To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |

Note: SEISD will not be using Interim Assessments in 2021-2022, which was the prior data source for this GPM. In order to have a more relevant source of data to determine TEKS mastery, we will be using the TEKS Resource System Unit Assessments beginning in 2021-2022. Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all 3rd grade math Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the DAT committee will set the goals for 2022-2024 in August of 2022 at our first DAT meeting of the 2022-2023 school year. The Board will receive updates about this GPM in December of 2021 and again in April of 2022.

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Goal Progress Measure (GPM) 1.3:

Student Mathematics performance on the TRS Unit Assessments in 8th Grade Math will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

| GPM 1.3: TRS Unit Assessments—8th Grade Math | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|--|---------------------------------------|------------------------------------|------------------------------------|
| Probability of Approaches | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Probability of Meets | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Probability of Masters | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |

Note: SEISD will not be using Interim Assessments in 2021-2022, which was the prior data source for this GPM. In order to have a more relevant source of data to determine TEKS mastery, we will be using the TEKS Resource System Unit Assessments beginning in 2021-2022. Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all 8th grade math Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the DAT committee will set the goals for 2022-2024 in August of 2022 at our first DAT meeting of the 2022-2023 school year. The Board will receive updates about this GPM in December of 2021 and again in April of 2022.

Goal Progress Measure (GPM) 1.4:

Student Mathematics performance on the TRS Unit Assessments in High School Algebra I will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table on the next page.

| GPM 1.4: TRS Unit Assessments—High School Algebra I | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|--|---------------------------------------|------------------------------------|------------------------------------|
| Probability of Approaches | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Probability of Meets | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Probability of Masters | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |

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Note: SEISD will not be using Interim Assessments in 2021-2022, which was the prior data source for this GPM. In order to have a more relevant source of data to determine TEKS mastery, we will be using the TEKS Resource System Unit Assessments beginning in 2021-2022. Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all high school Algebra I Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the DAT committee will set the goals for 2022-2024 in August of 2022 at our first DAT meeting of the 2022-2023 school year. The Board will receive updates about this GPM in December of 2021 and again in April of 2022.

Student Outcome Goal 2:

Student Reading performance on the STAAR/EOC in grades 3-12 will increase annually from 2021-2022 through 2023-2024 at the Approaches, Meets, and Master’s Levels as indicated in the table on the following page.

| Annual Targets Goal 2 | 2020-2021 (Baseline) | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|----------------------------------|---------------------------------|----------------------------|----------------------------|----------------------------|
| Approaches | 52% | 53% | 56% | 59% |
| Meets | 27% | 28% | 30% | 32% |
| Masters | 7% | 8% | 9% | 11% |

Goal Progress Measure (GPM) 2.1:

Student Reading performance in Grades Pre-K through 2nd will increase from 2020-2021 through 2023-2024 as measured by the IStation Overall Reading Ability Index. Performance at the Approaches, Meets, and Master’s Levels will increase annually as indicated in the table that follows.

| GPM 2.1: IStation Reading Overall Ability Index PK-2nd Grade (English) | Goals 2020-2021 | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| Approaches | 21% | 23% | 25% | 27% |
| Meets | 14% | 16% | 18% | 20% |
| Masters | 8% | 10% | 12% | 14% |

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| GPM 2.1: IStation Reading Overall Ability Index PK-2nd Grade (Spanish) | Goals 2020-2021 | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|------------------------|------------------------|------------------------|------------------------|
| Approaches | 20% | 22% | 24% | 26% |
| Meets | 14% | 16% | 18% | 20% |
| Masters | 12% | 14% | 16% | 18% |

Note: GPM 2.1 had the baseline set in 2020-2021, and the DAT already decided on the goals for 2021-2024. We will be able to report on the attainment of the 2021-2022 Goals for GPM 1.1 in November 2021 and again in February of 2022, based on the Board Monitoring Calendar.

Goal Progress Measure (GPM) 2.2:

Student Reading performance on the IStation Overall Reading Ability Index in 3rd Grade will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

| GPM 2.2: IStation Reading Overall Ability Index—3rd Grade | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|---------------------------------------|------------------------------------|------------------------------------|
| Approaches | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Meets | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Masters | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |

Note: SEISD will not be using Interim Assessments in 2021-2022, which was the prior data source for this GPM. In order to have a more relevant source of data to determine TEKS mastery, we will be using the IStation Overall Reading Ability Index beginning in 2021-2022. Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by pulling a 3rd grade IStation report towards the end of the school year, in May of 2022. Based on that baseline, the DAT committee will set the goals for 2022-2024 in August of 2022 at our first DAT meeting of the 2022-2023 school year. The Board will receive updates about this GPM in January 2022 and again in May 2022.

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Goal Progress Measure (GPM) 2.3:

Student Reading performance on the IStation Overall Reading Ability Index in 8th Grade will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

| GPM 2.2: IStation Reading Overall Ability Index—8th Grade | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|---------------------------------------|------------------------------------|------------------------------------|
| Approaches | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Meets | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Masters | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |

Note: SEISD will not be using Interim Assessments in 2021-2022, which was the prior data source for this GPM. In order to have a more relevant source of data to determine TEKS mastery, we will be using the IStation Overall Reading Ability Index beginning in 2021-2022. Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by pulling an 8th grade IStation report towards the end of the school year, in May of 2022. Based on that baseline, the DAT committee will set the goals for 2022-2024 in August of 2022 at our first DAT meeting of the 2022-2023 school year. The Board will receive updates about this GPM in January 2022 and again in May 2022.

Goal Progress Measure (GPM) 2.4:

Student Reading performance on the TRS Unit Assessments in high school English I and II will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

| GPM 2.4: TRS Unit Assessments—High School English I and II | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|---|---------------------------------------|------------------------------------|------------------------------------|
| Approaches | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Meets | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |
| Masters | Baseline—To be determined in May 2022 | To be determined in August of 2022 | To be determined in August of 2022 |

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Note: SEISD will not be using Interim Assessments in 2021-2022, which was the prior data source for this GPM. In order to have a more relevant source of data to determine TEKS mastery, we will be using the TEKS Resource System Unit Assessments beginning in 2021-2022. Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all high school English I and II Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the DAT committee will set the goals for 2022-2024 in August of 2022 at our first DAT meeting of the 2022-2023 school year. The Board will receive updates about this GPM in January of 2022 and again in May of 2022.

BUDGET:

There is no identified budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board approve the revisions to Goals 1 and 2, and associated GPM's, as presented.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar, Planning & Instruction Department
Subject: Progress Monitoring—Overall Goal 2 Progress Monitoring
Date: September 8, 2021

HISTORY:

The Board of Trustees had previously developed a set of 3 Student Outcome Goals with corresponding Goal Progress Measures (GPM's) to monitor student progress. These goals had primarily focused on math (Goal 1), reading (Goal 2), and college and career readiness (Goal 3). Each goal had annual targets established. As time has passed, these goals have shifted due to HB 3 to include early childhood performance in math and reading, as well as changing to include 5 years of targets through 2023-2024.

This report is meant to inform the Board about an update to Student Outcome Goal 2, which focuses on overall reading performance in grades 3-12.

RATIONALE:

As part of progress monitoring, the SEISD Board of Trustees is monitoring Student Outcome Goal 2, which measures the overall reading achievement at all performance levels for all students who test STAAR/EOC. Students begin testing in mathematics at Grade 3. This continues through Grade 8 with reading being tested each year. Once students enter Grade 9, they take End-of-Course (EOC) exams, with English I taken in grade 9, and English II taken in Grade 10. For purposes of progress monitoring, every student who takes a regular STAAR or EOC reading exam will have their results figured into the data which follows.

The District Advisory Team first met on 1/15/2021 to consider revisions to the Goals and Goal Progress Measures for Goals 1-2. After discussion, combined with a follow-up meeting on 2/19/2021, the DAT team has set the following guidance for Goal 2.

Goal 2—Use the STAAR reading scores for 2020-2021 as a baseline for overall reading performance in Grades 3-12. Set new goals through 2023-2024 beginning with this baseline. The new goals will be determined after the STAAR scores are released in June and July of 2021.

The overall framework the DAT team has already set for Goal 2 reads as follows:

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Student Outcome Goal 2:

Student Reading performance on the STAAR/EOC in grades 3-12 will increase annually from 2020-2021 through 2023-2024 at the Approaches, Meets, and Masters Levels as indicated in the table below.

| Annual Targets Goal 2 | 2020-2021 (Baseline) | Goals 2021-2022 | Goals 2022-2023 | Goals 2023-2024 |
|--------------------------|-------------------------|--------------------|--------------------|--------------------|
| Approaches | *52% | 53% | 56% | 59% |
| Meets | *27% | 28% | 30% | 32% |
| Masters | *7% | 8% | 9% | 11% |

As the DAT team met on August 20, 2021, they considered the baseline scores and set goals at the 3 performance levels (in the table above) through 2024. The intention of the goals was to be reasonable and attainable, while considering STAAR score trends over the last 5 years.

BUDGET:

There is no identified budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board approve the progress of Goal 2 as presented.

Please check one: For approval Report / Information only Recognition only

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San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Ms. Blanca I. Cruz, Human Resources Director
Subject: Miscellaneous Pay Rate Addition – Diagnostician Contracted Services
Date: September 8, 2021

HISTORY: Based on the needs of the Special Education Department, as it relates to student services, contracted services from certified individuals are sought.

RATIONALE:

As per Special Education Director, Ms. Amanda Sanchez, an influx in evaluations is expected due to COVID and the district must be prepared to fulfill its child find duties. This is as a result of students being served virtually and possibly not identified last school year. In addition, because many students may struggle upon return, these academic delays may also result in additional referrals. Finally, last school year many formal evaluations were not conducted due to COVID and will need to be conducted this school year.

BUDGET:

The total yearly cost depends on the number of professional development activities and participation. Current budgeted amount is \$7,000.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the addition of the pay rate for diagnostician contracted services in the amount of \$55 per hour (same as speech therapy contracted services).

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Resolution of the Board Regarding Extended Sick Leave During Epidemic

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

WHEREAS, the Board acknowledges that during an epidemic, District employees may exhaust available state and local leave days;

WHEREAS, the Board finds that a need exists to address additional leave for employees who are sick and/or in isolation due to exposure to COVID-19 in the workplace and who are instructed not to report for work;

WHEREAS, the Board determines that employees who are instructed not to report to work may suffer a loss of pay if they do not report for work and are not provided an option for remote work; and

WHEREAS, the Board concludes that providing additional paid leave to all regular, full and part-time employees in leave-accruing positions—whether contractual, non-contractual, salaried or non-salaried — who are sick or in isolation as a result of an epidemic serves the public purposes of protecting students and staff, and

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community, and finds that a need exists to provide additional leave for all regular employees—contractual and noncontractual, salaried and non-salaried—who are sick or in isolation as a result of an epidemic and allow employees to avail themselves of 10 working days up to 80 hours of additional paid sick leave at the employee’s regular rate of pay; and

WHEREAS, the Board finds that the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

IT IS THEREFORE RESOLVED BY THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES THAT:

All the above recitals are adopted as findings of fact and are incorporated into and made a part of this resolution for all purposes. In furtherance of these public purposes, the Board of Trustees makes the following delegations to the Superintendent during the 2021-2022 school year:

1. The authority granted by this resolution to provide additional paid leave for all regular, full and part-time employees in leave-accruing positions—whether contractual, non-contractual, salaried or non-salaried who are instructed not to report for work provides additional leave for a maximum duration of ten workdays unless the Board takes action to authorize leave for a longer duration.
2. The authority to act in place of the Board under Policy DEC (Local) regarding modification of employee leave days and/or creating guidelines for changes regarding use of employee absences under the District Employee Paid Sick Leave (District EPSL), including but not

limited to determining compensation entitlements of any employee who uses District EPSL and the authority to determine the required documentation for District EPSL eligibility.

3. Eligibility and Other Provisions for District EPSL

- Upon hire, all employees are eligible for District EPSL benefits whether classified as exempt, non-exempt, full-time or part-time employees in leave accruing positions. Eligible employees are further subject to the following qualifications:
 - District EPSL will not apply to employees that have been determined by their physician that they are unable to work and as a result are receiving supplemental income, to include workers' compensation or temporary disability benefits.
 - Approved District EPSL for employees who contract COVID-19 may only be taken once from September 9, 2021 – June 30, 2022. Approved District EPSL benefits shall entitle an eligible, full-time employee up to 80 hours of paid leave, and shall entitle an eligible part-time employee to a total number of paid leave hours equal to the number of hours that employee works on average over a two-week period.
 - Approved District EPSL for employees who are instructed not to report to work for purposes of self-quarantining due to exposure to COVID-19 in the workplace, may be taken as necessary from September 9, 2021 – June 30, 2022. Approved District EPSL benefits shall entitle an eligible, full-time employee up to 80 hours of paid leave per occurrence, and shall entitle an eligible part-time employee to a total number of paid leave hours equal to the number of hours that employee works on average over a two-week period per occurrence.
 - Employees who contract COVID-19 - Qualifying employees are required to exhaust compensatory time, state and local leave prior to requesting and using additional leave under this resolution. This additional leave is in addition to any leave to which a qualifying employee may already be entitled. The order of use as provided under Policy DEC Local applies.
 - Employees who are instructed not to report to work for purposes of self-quarantining due to exposure to COVID-19 in the workplace - Qualifying employees are not required to exhaust state and local leave prior to requesting and using additional leave under this resolution. This additional leave is in addition to any leave to which a qualifying employee may already be entitled.
4. This extended leave expires on June 30, 2022. If the federal government mandates federal leave after the date of adoption, the leave provided in this resolution will expire.

An employee's exclusion from the workplace serves the public purpose of protecting students and staff, however, employees requesting leave under this resolution must meet the following qualifications or criteria:

1. Proof of full vaccination or exemption status;
2. Proof of any other medical documentation necessary;
3. Information made necessary for contact tracing purposes in conformance with the public health directives, guidelines or orders issued by the City of El Paso's Department of Public Health;
4. Qualifying Employees who are instructed not to report to work for purposes of self-quarantining due to exposure to COVID-19 in the workplace will be permitted to work remotely in the best interest of the district.

Employees must timely submit all required documentation for District EPSL eligibility as established by applicable District policies and procedures.

Adopted this 8th of September, 2021, by the Board of Trustees.

Sandra Licon, Board President

Michelle Garcia, Board Secretary

Approved as to form:

Priscilla de Mata, Esq.
Blanco Ordoñez Mata & Wechsler, P.C.
General Counsel for San Elizario Independent School District



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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Rogelio Segovia, Associate Superintendent
Subject: Establishment & Operation of El Paso County JJAEP – Chapter 37 of the Texas Education Code
Date: September 8, 2021

HISTORY: The Interlocal Agreement for the Establishment and Operation of El Paso County JJAEP Pursuant to Chapter 37 of the Texas Education Code is a yearly agreement among the following school districts: Ysleta ISD; Socorro ISD; Fabens ISD; San Elizario ISD; Tornillo ISD, and Clint ISD.

RATIONALE: The Texas Government Code, Chapter 37, requires the Board to establish a Juvenile Justice Alternative Education Program (“JJAEP”) for El Paso County, based on its population.

BUDGET IMPACT: The El Paso County Juvenile Probation Department shall be responsible for funding only placements of students enrolled at the participation Districts who have been expelled from school for conduct for which expulsion is mandatory under Tex. Edu. Code Section 37.007(a), (d) and (e).

ADMINISTRATIVE RECOMMENDATION: The Administrative recommendation is to approve the Inter-local Agreement for the Establishment and Operation of El Paso County JJAEP Pursuant to Chapter 37 of the Texas Education Code as presented.

Please check one: For approval Report / Information only Recognition only

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**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
EL PASO COUNTY JUVENILE ALTERNATIVE EDUCATION PROGRAMS
PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE
MEMORANDUM OF UNDERSTANDING**

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District and Clint Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" and are joined for purposes of establishing the respective responsibilities of the Board and the Districts. Nothing herein shall create a direct contractual relationship between the Districts and YISD in its capacity as provider agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department and operated by the YISD, for the Districts' students as permitted by § 37.011(e) of the Tex. Educ. Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by the Tex. Educ. Code, § 37.011(e) and Title 37 of the Tex. Admin. Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding only placements of students enrolled at the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Tex. Educ. Code § 37.007(a), (d) and (e). The academic mission of the program is to enable students to perform at grade level. The program shall be located at YISD-Cesar Chavez Academy, 7814 Alameda Ave, El Paso, Texas, 79915.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For provision of JJAEP services as consideration for YISD's operation of the educational component of the JJAEP and acting provider for the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD, the amount approved per day by the Texas Juvenile Justice Department for each YISD or other Participating District student's enrollment in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the applicable school year, and pass-through funding provided by the Participating Districts. It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. Said fee will be paid to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, with all fees paid no later than 60 days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor compliance and performance and will conduct an annual JJAEP Performance Review between the conclusion of the school year and prior to the next school year to determine JJAEP effectiveness. The JJAEP Administrator will also conduct an annual JJAEP Management review of the overall JJAEP operations before the beginning of the next year. The JJAEP Administrator will provide copies of both reports to the YISD School Board President, Trustees and the Superintendent within 30 days of Juvenile Board review.

DUTIES OF YISD AND THE DISTRICTS

Specifically, YISD shall provide facilities, personnel and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Tex. Educ. Code ("JJAEP Services"). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards under Chapter 348.

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health and the Local Health Authority. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of SY 2021-2022 and as the plan is revised throughout the school year in relation to JJAEP matters.

With respect to each Participating District, to include YISD, each Participating District agrees to fulfill requirements pursuant to this Agreement and as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards in order to facilitate a successful transition to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

In order to be expelled for placement in the JJAEP, Participating District must: expel students pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education Code. A list of the applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A"**) attached hereto. A student must be expelled for a minimum of 75 school days but not to exceed 180 program days, unless special circumstances apply. In the event a student age ten and over is expelled under a mandatory expulsion and is enrolled in an elementary school, the Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP. The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School, placement in JJAEP will not

exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios.

The Participating District must provide a copy of the expulsion notice and all information to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and Sec. 52.041 of the Tex. Fam. Code no later than two (2) school days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program. Expulsion packet must include the expulsion notice and parent notification containing the students name, DOB, student's ID #, the TSDS number, LEA report number, expulsion term (specific end date), and any special programs such as SPED or 504 documentation.

Upon JJAEP formal acceptance by JJAEP Administrator, the Participating District agrees to immediately provide all necessary school withdrawal and educational records, to include transcripts and any special education paperwork, to the JJAEP Campus to ensure the development of an appropriate and timely JJAEP entry educational plan within three (3) school days of JJAEP acceptance determination. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B")**.

The Participating District(s) and JJAEP campus agree to collaboratively facilitate the completion of the JJAEP Intake at the JJAEP campus within five (5) to seven (7) school days of JJAEP acceptance. The aim will be to minimize any delay or lapse in youth's attendance to JJAEP educational services. Any youth placed in DAEP, while waiting for JJAEP placement will be credited those days towards JJAEP term.

Students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet.

A Participating District may expelled a student for conduct as provided in TEC Sec. 37.007 (b)(1), specifically terroristic threat under section 22.07 (c-1), (d), or (e) Penal Code. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines aforementioned on this agreement.

TERMS OF EXIT

A JJAEP student must be removed from the JJAEP program upon completion of the earliest of the following: completion of the court ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term which was the basis of the JJAEP placement, Participating District decision to remove the JJAEP student from JJAEP placement due to 75 day placement review hearing decision; decline or dismissal of the JJAEP felony charge by Court or Prosecutor, withdrawal from JJAEP by student's parent, or withdrawal from JJAEP due to "Inactive" Status of 30 consecutive

school days. Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation.

Participating District agrees to attend and cooperate with YISD in the JJAEP Exit Transition Meeting to jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and attendance records for JJAEP term. As part of the JJAEP Exit transition meeting, Participating District agrees to initiate the development of the student's return schedule, outline strategies that will be implemented upon the students return to home school and link the student to the CIS (if applicable), the graduation coach, the at risk coordinator or designated Participating District staff charged with support and reentry services. In order to promote successful transition and long term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning) campus administrator or designee, YISD Campus administrator, assigned probation officer or JPD representative, the student and the student's parent or guardian.

For a student expelled and placed in a JJAEP for a term of 75 school days or more, Participating Districts agree to attend a review upon a student's 75th school day in a JJAEP placement to consider early removal from the JJAEP Program based on youth's progress and/or other factors that may compel an early release from the JJAEP. On a case by case basis, upon the commencement of the school year, the JJAEP will hold, and participating districts will attend a placement review for returning JJAEP students that carried over from prior school year, have met the 75th day placement day in JJAEP and are recommended for early release based on progress and/or other factors. . The JJAEP agrees to facilitate placement review hearings and coordinate with the student's home district/campus.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP which will serve the YISD and Participating Districts' students, complies with all applicable requirements under Chapter 37, Tex. Education Code, the State Board of Education, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department, including, but not limited to, a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under 348.206 (b3) and administration of assessment instruments under Subchapter B Chapter 39 (State Assessment). All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. YISD and participating districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS) a nationally standardized achievement test and development of an academic plan to best meet a student's educational needs based, in part, on the data gathered from the ITBS. Each student serving a minimum of seventy five (75) school days shall be pre-tested no more than 10 school days after the student is enrolled into the JJAEP and each student serving a minimum of 65 school days in the JJAEP will be post-tested prior to exit from the JJAEP.

YISD shall work with student and parents to review the student's academic progress at least twice during JJAEP Placement and establish a specific graduation plan for the student (as applicable for high school students). At a minimum, an educational review will occur at the JJAEP intake and at the JJAEP exit transition meeting.

The Program shall operate at least seven hours a day for 180 school calendar days equaling 75,600 minutes of school. These minutes include lunch and passing times; the amount does not include early release, bad weather, or waiver days. A JJAEP student is noted as present if the student attends instructional time for a minimum of 4hrs. per day. Attendance days are verified using sign in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained, absent for a minimum of 10 consecutive school days, documented as a runaway, has an extended illness or medical reason, admitted on an inpatient basis into services, the student will be noted as inactive status; the total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP. A student that is maintained on inactive status for 30 consecutive school days shall be withdrawn on the 31st day.

The JJAEP must provide the juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP. YISD agrees to complete the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** on a monthly basis on or before the third calendar day of each month. If the third calendar day of a month falls on a weekend or holiday, the report is due the next business day. YISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP Attendance records and Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the age of the student's 19th birthday and utilize attendance procedures that encourage campus staff to reach out to families and determine the root causes of failure to attend school. Parents should immediately be notified of any unexplained absence, followed by other interventions such as phone calls and/or home visits to find what the issue behind repeated unexcused absences is. If an issue is identified as preventing a student from attending school, the JJAEP Campus Administrator or designee should determine whether there is any Truancy Prevention Measures (TPM) and adhere, to the extent possible to the El Paso County Truancy Prevention Plan to address the underlying risk factors that lead to truancy. TPM may include a plan to target the specific behavior contributing to the truancy; counseling; mediation; or in school or out-of-school suspension. If truancy measures as outlined in the El Paso County Truancy Prevention Plan fail, the YISD shall refer students to the District Attorney's Office or Truancy Court authorities in accordance with the timelines for JJAEP youth, which is within two school days. YISD must have written policies and procedures that specify which staff member is responsible for reporting absences by email transmission to the sending school and frequency. JJAEP Administrator must be copied on said e-mail transmission.

YISD agrees to provide written notification of school matters to a JJAEP student who is 18 years or older and acknowledges notification is not required to be given to a parent unless 1. Student has provided written consent, 2. Student has a disability and has provided consent as outlined under Chapter 1357, Estates Code, or 3. Student is a dependent student as defined in Section 152 of Internal

Revenue Code, and notification is received under the Individuals with Disabilities Education Act before the student reached 18 years of age.

PLACEMENT OF STUDENTS WITH DISABILITIES/ ADMISSIONS, REVIEW AND DISMISSAL

YISD shall provide educational services to those students eligible under the Individuals with Disabilities Education Act (IDEA), § 504 of the Rehabilitation Act of 1973 and English as a Second Language (ESL). The placement of a student with a disability who receives special education services into the JJAEP must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). Special Education services must continue to provide any and all related services as outlined in the student's Individualized Education Plan (IEP).

Participating school districts may expel a student for a mandatory expulsion offense(s) involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person at school, on school premises, or at a school function (20 USC Sec 1415(k); 34 CFR Sec. 300.520) who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, the student may be expelled for a minimum of 75 school days, but only **up to 45 days** if the alleged misconduct *is* a manifest of the student's disabilities.

Participating Districts agree to invite a representative of the JJAEP Campus to an incoming JJAEP student's ARD committee meeting as a non-consensus member. The Participating District shall provide reasonable notice of the ARD committee meeting to the administrator of the JJAEP and the JJAEP Administrator. As such, the administrator of the JJAEP or designee, agrees to attend the incoming JJAEP student's ARD committee meeting. Attendance of said meeting is essential in preparation of the incoming students' special education service needs.

If student is enrolled in special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include, the most recent full and complete ARD meeting documentation, the manifestation determination ARD meeting documentation, and the most recent evaluation of eligibility for special education services.

If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

The JJAEP, in collaboration with the sending participating school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC) and determinations must be documented.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP will be the responsibility of the student's Participating District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. The Participating District must have a transportation plan in place.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall follow the programmatic and process components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS**, attached hereto as **(EXHIBIT "D")**. YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** that will supplement, but not replace the YISD Student Code of Conduct in accordance with Tex. Educ. Code § 37.001 and as required by Tex. Educ. Code § 37.011(c).

YISD, JJAEP Campus, and the JJAEP Administrator agree to engage in collaborative activities and attend quarterly meetings to educate, discuss and problem solve on any areas of concern and update on policy revisions or legislative updates that may impact JJAEP campus operations and services. Said meetings and activities shall be used to enhance or make changes to the El Paso County JJAEP Policies and Procedures, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Memorandum of Understanding. Documents must be approved by the El Paso County Juvenile Board, YISD School Board, and Participating District School Board and must be submitted to the Texas Juvenile Justice Department.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff members shall be employees of YISD, and shall be subject to the personnel policies of the YISD and their respective Employee Code of Conduct. YISD shall ensure that all JJAEP staff members, including temporary, seasonal or substitute employees or volunteers have completed and passed a background check **prior to having "direct, unsupervised" contact with JJAEP students**. YISD agrees for all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) operating under the JJAEP to attend the JJAEP New Employee Orientation and the JJAEP Annual Refresher as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned by YISD to work with JJAEP students. YISD will provide verification that any required certifications are current and that the individual has completed all training required by this chapter. YISD shall certify through the signature of the authorized Human Resource representative that their employee meets the required qualification for the position held. For carry-over YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM**

(EXHIBIT "F") shall be re-certified yearly and submitted to JPD/County no later than October 15th for each year.

YISD agrees to comply with 348.200(4d) in accordance with Chapter 341, and oversee that all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) that do not meet the “professional” (certified teachers/ student aides/ paraprofessionals, nurse, physicians, commissioned law enforcement officers, etc) designation remain current through YISD training on Crisis Prevention Intervention, CPR and First Aid training and meet all requirements for certification as a Community Activities Officer as per TJJD established timelines.

Pursuant to Texas Administrative Code 350.100, the JJAEP is considered a Juvenile Justice Program and thus any YISD employees must adhere to the standards outlined under Chapter 358 (Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents) for students served under the JJAEP. YISD must assure that its employees and JJAEP Campus Administrators are familiar and adhere to the Texas Administrative Code § 358, *Identifying, Reporting, Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents; and required timelines; and Prison Rape Elimination Act*. These statutory provisions require individuals to report physical, sexual and/or mental health child abuse, neglect and exploitation within specific timelines; and require that all JJAEP campus personnel emphasize a zero tolerance policy and campus environment regarding any forms of sexual and physical abuse.

In such event, YISD shall also complete the **TJJD INCIDENT REPORT FORM (EXHIBIT"G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")** and transmit this form along with any applicable documentation via e-mail and phone call to: [1.877.786.7263](tel:1.877.786.7263) and abuseneglect@tjjd.texas.gov and to JPD/County. YISD also agrees to report incident to law enforcement as required by Texas Administrative Code Chapters 348, and/or 358 and will also forward report to JJAEP Administrator via email by next work day.

RECORDS AND RETENTION

YISD shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, or Federal government, books, documents and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records. YISD shall maintain Records and documents for a minimum of seven years after the end of the contract period. If any litigation, claim, or audit involving these Records commences before the seven year period expires, the YISD contractor must keep Records and documents for not less than seven years or until all litigation, claims or audit findings are resolved; whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to off-set educational expenses of Participating District, including YISD, and remaining funds may be used for expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on August 1, 2021, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other Participating District who may join by counterpart creates a binding offer of such Participating District to participate in the establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by YISD.

TERMINATION

This Agreement shall be in effect until July 31, 2022. The “Board” or “YISD” may give 30 days’ written notice of termination. Notice of termination by any Participating District received by the YISD shall constitute effective notice of termination as to such party only, and shall be effective at the end of the then current contract year. The interlocal may be automatically renewed for subsequent one year terms for a minimum of two (2) years upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policy and Procedures, JJAEP Student Code of Conduct and JJAEP MOU may be approved with written agreement by YISD and the El Paso County Juvenile Board.

NOTICE

Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified below in this agreement attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and maybe represented in this agreement. (See attached listing of contacts and address information)

Severability

If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understandings, written or oral agreements between them are merged into the Agreement.

INSPECTION OF RECORDS

Upon request by a party, all records of YISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to YISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code

Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

EXECUTION

This Agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Participating District whether or not named above creates the same binding commitment between the parties as if the Participating District had jointly executed this document, provided this Agreement is executed by YISD.

EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities

FAILURE TO PAY

In the event the Board fails to make payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days' written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Tex. Educ. Code, § 37.011(o).

CHANGE OF CAMPUS LOCATION

Notice of a change of campus location shall be given 30 days in advance of any intended change or as soon thereafter as is possible and may be given pursuant to section Curriculum and Attendance herein instead of requiring an amendment to the terms of this agreement.

CONFLICT RELATED DOCUMENTS

In the event of a conflict or inconsistency that relates to the subject matter hereof between any of the terms of the following documents, the following order of precedence shall control: The El Paso County Juvenile Probation Department Policies And Procedures For Juvenile Justice Alternative Education Program and exhibits hereto.

YISD INTERLOCAL SY 2021-2022
CONTACTS AND ADDRESS INFORMATION

| School District | Address |
|--|--|
| Clint Independent School District Arleen Parada, Board President | 14521 Horizon Boulevard El Paso, TX 79928 |
| Fabens Independent School District Orlando Flores, Board President | 821 NE "G" Avenue Fabens, TX 79838 |
| San Elizario Independent School District Sandra Licon, Board President | 1050 Chicken Ranch Road San Elizario, TX 79849 |
| Socorro Independent School District David O. Morales, Board President | 12440 Rojas Drive El Paso, TX 79928 |
| Tornillo Independent School District Marlene Bullard, Board President | 19200 Cobb Avenue Tornillo, TX 79835 |
| Ysleta Independent School District Cruz A. Ochoa, Board President | 9600 Sims Drive El Paso, TX 79925 |
| El Paso Independent School District Alfonso V. "Al" Valverde, Board President | 6531 Boeing El Paso, Tx. 79925 |
| Anthony Independent School District Angel J. Cuellar, Board President | 840 6 th St Anthony, Tx. 79821 |
| Canutillo Independent School District Sergio Coronado, Board President | 7965 Artcraft, El Paso Tx. 79932 PO Box 100, Canutillo, Tx. 79835 |
| El Paso Juvenile Probation Department Roger Martinez, Chief Juvenile Probation Officer | 6400 Delta Drive El Paso, Texas 79905 |
| El Paso County Juvenile Board Honorable Yahara Lisa Gutierrez, Chairperson | 500 E. San Antonio El Paso, Texas 79901 |

JJAEP SY 2021-2022 INTERLOCAL EXHIBIT LISTING

EXHIBIT A- MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B- JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C- JJAEP MONTHLY ACTIVITY REPORT (MAR)

EXHIBIT D- EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS

EXHIBIT E- EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)

EXHIBIT F- JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G-TJJD INCIDENT REPORT FORM

EXHIBIT G-1 TJJD INTERNAL INVESTIGATION REPORT FORM

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:


ATTEST:

EL PASO COUNTY JUVENILE BOARD


By: *Yahara Lisa Gutierrez*
Honorable Judge Yahara Lisa Gutierrez
65th District Court

Date: July 28, 2021

APPROVED AS TO CONTENT:


Chief Juvenile Probation Officer, Roger Martinez

08-02-2021
Date


Assistant County Attorney

7-19-21
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

By: _____
Board Secretary

By: _____
Ms. Sandra Licon, Board President

Date: _____

Date: _____



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Rogelio Segovia, Associate Superintendent
Subject: San Elizario ISD and El Paso Community College Dual Credit Partnership Agreement
Date: September 8, 2021

HISTORY: This partnership is designed to allow high school students the opportunity to earn high school credit and college credit while enrolled in high school. Only courses identified as college-level academic courses in the current edition of the EPCC catalog or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for dual credit. Course matching is a requirement to award dual credit. In order to offer any college course for dual credit, it must be paired with an equivalent high school course (SEISD & EPCC Partnership Agreement, 2021).

RATIONALE: This agreement facilitates the cooperation between El Paso Community College and the San Elizario ISD in the provision of college courses for dual credit for qualified students. Qualified students are those that take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading and writing as well as course-specific placement tests scores where applicable.

BUDGET: Tuition is waived, if students attend a dual credit class taught by a San Elizario High School dual credit credentialed teacher. However, if students enroll in an online course taught by an EPCC instructor, tuition is \$100 per student. In addition, the San Elizario High School pays for any required textbooks. This amount varies depending on what textbook the instructor selects for the course.

Tuition paid on 2020-21 school year was \$17,200. This will fluctuate depending on student enrollment this school year.

Approximate textbook cost paid on 2020-21 school year was \$30,000. This cost also fluctuates based on the textbook selected and number of students enrolled.

ADMINISTRATIVE RECOMMENDATION:

It is the administrative recommendation the Board of Trustees approve the partnership dual credit partnership agreement between the San Elizario ISD and El Paso Community College.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



DUAL CREDIT PARTNERSHIP AGREEMENT



Between

**San Elizario Independent School District
And
El Paso County Community College District**

This Dual Credit Partnership Agreement (Agreement) between San Elizario Independent School District (District) and El Paso County Community College District (EPCC or the College) is designed to allow High School students an opportunity to earn dual High School credit and College credit. *19 Texas Administrative Code (19 TAC)*, Chapter 9, Subchapter H, *Partnerships between Secondary Schools and Texas Public Two-year Associate Degree-Granting Institutions* establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's High School curriculum requirements and College-level credit. Dual Credit Requirements are identified/outlined in *19 TAC* Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85. Nothing herein shall be construed to violate either the Texas Public Information Act, Tex. Gov't Code, §552.001 et seq., or the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations:

1. Purpose

The Purpose of this Agreement is to facilitate the cooperation between the College and the District in the provision of College courses for Dual Credit for qualified students.

2. Eligible Courses

- a. Only courses as permitted by 19 TAC, Part 1, CH4, Subchapter D, §4.85 (a) identified as College-level academic courses in the current edition of the EPCC Catalog or as College-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for Dual Credit.
- b. Courses approved for Dual Credit for an individual student must be applicable to a College or university certificate or degree.
- c. Course matching is a requirement to award Dual Credit. In order to offer any College course for Dual Credit, it must be paired with an equivalent High School course. The learning objectives for the College course and the Texas Essential Knowledge and Skills (TEKS) for the High School class must have significant overlap or match. If an equivalent High School class does not exist, then the College course cannot be offered by the High School for Dual Credit.
- d. Any TEKS not covered by the College course will be taught by the High School and accounted for separately from the required content of the College course.

3. Student Eligibility

- a. High School students will meet State and EPCC requirements for admission to the College.
- b. High School students must take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in College-level courses.
- c. High School students shall not be enrolled in more courses than those allowable by state laws and Texas Administrative Code and Regulations.

4. Instructional Calendar

The College courses for Dual Credit taught on the High School campus will comply with the District's instructional calendar. Distance education sections will comply with the College calendar.

5. Location

- a. Dual Credit instruction will predominantly occur in the facilities of the High School campus. EPCC facilities may be used as appropriate, depending on the availability of resources.
- b. When the High School does not have an instructor, who is qualified and selected by EPCC to deliver a College course for Dual Credit onsite at the High School campus, the course may be located online with an instructor provided by the College, depending on the availability of resources. (See Section 11.e.)
- c. A qualified instructor may be provided by the College to teach the College course on the High School campus, but the High School will bear the cost of the instructor. A High School may also contract directly with an EPCC credentialed instructor to deliver the College course on the High School campus. (See Section 11.e.)

6. Student Composition of Classes

Courses may be composed of Dual Credit students only or of dual and College credit students. Exceptions for a mixed class (composed of students taking the College course for High School credit only and students taking the College course for Dual Credit) may be allowed only under one of the following conditions:

- a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the High School involved is otherwise unable to offer such a course.
- b. If the High School credit-only students are College Board Advanced Placement students.
- c. If the course is a career and technology/College workforce education course and the High School credit-only students are earning articulated College credit which will only be awarded after graduation from High School and subsequent enrollment at EPCC.

7. Faculty Selection, Supervision, and Evaluation

- a. All instructors must meet the credential requirements as specified by EPCC, the State Board of Education, and that would be acceptable by the Southern Association of Colleges and

Schools Commission on Colleges and other pertinent accrediting agencies. EPCC may limit the number of Dual Credit sections by course or program based on institutional need and/or accreditation guidelines.

- b. The College shall select, supervise, and evaluate Dual Credit High School instructors using the same College procedures used for EPCC faculty teaching on the main campuses and will maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the College course taught on the High School campus as the same courses taught at the main campuses of the College. EPCC retains the right not to assign courses to an instructor.
 - c. Official transcripts, an adjunct faculty application, and other documents pertinent to credentials verification of Dual Credit High School instructors will be kept on file at the EPCC Office of Human Resources.
 - d. Qualified, EPCC-selected and trained Dual Credit High School instructors teaching the College course at the High School will do so as part of their High School teaching assignment. Nevertheless, a Dual Credit High School instructor will comply with the College's standards of instruction and evaluation processes. All instructional aspects of the College course will be supervised by the designated College Instructional Dean.
 - e. Each semester, Dual Credit students will complete a Faculty Evaluation and Student Survey for each College course for Dual Credit. The High School is responsible for designating a person to act as a point of contact and an overseer for the administration of these materials and any additional surveys of College students required by the College and for following the accompanying instructions. The Faculty Evaluation process is highly confidential. To encourage a student's willingness to respond with candor regarding their experience in the class without fear of reprisals from the instructor, the Faculty Evaluation will be shared with the instructor, the designated College Instructional Dean, the instructional coordinator and, upon request, the designated High School administrators after the course has ended.
 - f. It is required that new Dual Credit faculty attend New Faculty Orientation, which is held during Faculty Development Week at the beginning of the Fall Semester (August) and the Dual Credit Summer Convening in June. Newly credentialed Dual Credit faculty will be required to complete an introductory 10-hour online course. Additionally, ongoing attendance is required at College division and discipline meetings and at one faculty development workshop of the instructor's choice each semester.
 - g. In the event the High School credentialed faculty is absent more than 3 consecutive days, or is absent enough times that the instructional contact hours fall below what is required for the College course, the High School is responsible for contacting the designated College Instructional Dean to discuss the anticipated length of absence, and necessary arrangements for a substitute or replacement. Only substitutes/replacements credentialed by EPCC in the discipline/course may be used to cover a class. If the High School is unable to find a credentialed discipline/course qualified substitute or replacement, EPCC may provide a qualified faculty if available. The High School will incur the instructor cost.
8. Course Curriculum, Instruction and Grading Criteria

EPCC shall ensure that a College course for Dual Credit offered at the High School and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, contact hours, course enrollment maximum, materials, instruction, and method/rigor

of evaluation of student performance, and grading criteria regardless of student composition of the class. (See appendix A for Crosswalk)

- a. EPCC course syllabi and textbooks must be used in College courses for Dual Credit at all times. The syllabus for each course must be submitted to the appropriate Instructional Coordinator as requested and uploaded in compliance with HB 2504 by the end of the first week of classes.
- b. The High School will provide each student enrolled in a College course for Dual Credit with all textbooks and instructional materials required by the College discipline. Textbooks and other instructional materials may not be shared among multiple students, and students must be allowed to use them both in and out of class as would any College student studying at a main campus of the College.
- c. The EPCC Office of Distance Learning Support Services will verify that the High School has adequate technology to support online course delivery. In addition, classroom, science lab and library facilities assessments will be conducted at least every three years or as needed.
- d. The High School will identify a High School onsite facilitator whose role is to support the EPCC instructor of record in order to enhance the success of Dual Credit students enrolled in online courses.

9. Academic Policies and Student Support Services

- a. All academic policies applicable to courses taught on EPCC campuses shall apply to Dual Credit High School students as outlined on EPCC Procedure 6.00.01.30 and in the College Catalog. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, and processes for addressing instructional issues/concerns.
- b. Dual Credit students may utilize the same services that are available to other EPCC students. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, College-appropriate (non-curricular) accommodations for students with disabilities, to learning materials (e.g., library resources), academic achievement programs (e.g. Honors Program) and student success initiatives (e.g., tutoring).
- c. Each High School must have an appointed counselor or designee to provide academic guidance regarding Dual Credit who will encourage course completion and achievement of course work leading to a College degree. EPCC will provide training for the High School counselor or designee.
- d. **Student Services Provided by High School.** Except as expressly set forth herein, the High School shall provide student services for all Dual Credit students including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, the High School will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- e. **Student Services Provided by EPCC.** In addition to on-site resources provided by the High School, students will be issued an EPCC ID card and will have open access to EPCC's online library databases, materials, and resources. Dual Credit students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated High School Librarians with appropriate log-ins to access EPCC Library resources. EPCC

Librarians will provide training to designated High School Librarians on available EPCC resources. Dual Credit students will have access to all EPCC student services and privileges, including participation in student government and student clubs.

- f. **Codes of Conduct.** Dual Credit students will adhere to all the requirements of the High School/District Code of Conduct and state law applicable to public school students. Dual Credit students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the High School/District Code of Conduct and the EPCC Code of Conduct, the High School/District Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.

- g. **Transportation.** Transportation is at the sole discretion of the High School/District and not the responsibility of EPCC. The High School/District will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. The High School will provide round-trip transportation for Dual Credit students to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Transcription of Credit

EPCC will transcribe College grades immediately upon a student's completion of the course. Approved High School and/or District personnel will have access to the official College grade through the High School Dashboards.

11. Funding

- a. The Dual Credit High School instructors will be compensated by the District in accordance with the District's Standard Teacher Salary Schedule. It is not contemplated that Dual Credit High School instructors will be teaching any classes in addition to their regular workload by virtue of their participation in the Program. Said Dual Credit High School instructors will not receive any monetary compensation from EPCC for their participation in the Program. The Dual Credit High School instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College. Dual Credit High School instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded to any EPCC adjunct faculty member.

- b. EPCC will waive tuition and designated fees for students enrolled in the Dual Credit Program, except as stated in c, d, and e. herein below.

- c. Upon mutual agreement, the College will conduct enrollment registration for all qualified students who have met all requirements and are requesting enrollment in College courses for Dual Credit. A fee of \$150 will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school was responsible for not meeting the deadline.

- d. Three-Peat-Fee will apply for students repeating certain courses more than two times and will be assessed the current in-state EPCC per credit hour fee.

- e. Waived and Incurred Fees

- i. When the District provides the instructor onsite, tuition and fees will be waived.
 - ii. When EPCC provides the instructor, online, onsite or on campus, tuition and fees will be waived provided the school pays a flat rate of \$100 per student per course. The School District will be invoiced within 30 days after the end of the semester and payment in full will be due to EPCC within one month of the invoice.
 - f. The High School is responsible for all textbooks and instructional materials. This includes funding of Open Educational Resources (OER) materials used in lieu of textbooks. College-approved textbooks purchased by the District may be used for a maximum of four years from the date of initial purchase. The High Schools must adhere to EPCC textbook procedure *Selection and Ordering of Textbooks for Credit/Developmental Education Courses*. In addition, the High School must comply with the textbook tracking requirements by completing and returning the textbook tracking form within the timelines set forth.
12. EPCC Administrators and High School Principals, along with any necessary administrative staff, will maintain open lines of communication between the College and their High Schools.
- a. Marketing and Co-branding. Dual Credit is a strong and beneficial partnership between the District and EPCC and will be co-branded accordingly. References to College Courses for Dual Credit that are offered by EPCC will prominently feature EPCC's name and logo on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. When used in conjunction with the District or High School logo, logos must be of the same size and in high-profile locations. When communicating about Dual Credit programs or courses offered by EPCC, it is important to state "These Dual Credit course offerings are available thanks to a partnership with El Paso Community College," when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Materials or exceptions to this guideline will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of Dual Credit and Early College High Schools. Each party reserves the right to approve major signage, banners and other displays marketing Dual Credit that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or flags will be displayed in each classroom used to teach Dual Credit students. The District is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

13. House Bill 1638: Statewide Dual Credit Goals

The following are specific program goals aligned with the statewide goals developed collaboratively by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) in compliance with House Bill 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2):

- a) Statewide Dual Credit Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
 - i) EPCC will participate in information sessions that promote dual credit hosted by the District or High School.

- ii) EPCC will host campus tours for students new to Dual Credit.
 - iii) EPCC will maintain a webpage to include information relevant to all Dual Credit stakeholders.
 - iv) EPCC will host a Dual Credit Counseling Institute in Fall and Spring
 - v) EPCC and District or High School will collaborate in the promotion of Dual Credit programs through press releases, social media, and institutional web pages.
- b) Statewide Dual Credit Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
- i) EPCC will grant designated District or High School staff access to Dual Credit Dashboards
 - ii) EPCC will participate in annual data sharing sessions
 - iii) EPCC will support transition to college through Operation College Bound.
- c) Statewide Dual Credit Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
- i) EPCC will host Dual Credit New Student Orientation sessions for every dual credit student.
 - ii) EPCC and District or High School will conduct joint advising sessions in compliance with SB 25
 - iii) Dual Credit Students will have access to Dual Credit high school and college counselors to ensure credits apply to the selected certificate or degree.
- d) Statewide Dual Credit Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
- i) EPCC will host a Dual Credit Summer Convening for newly credentialed Dual Credit faculty.
 - ii) Newly credentialed District or High School faculty will be enrolled in a 10-hour online course administered by EPCC.
 - iii) Dual Credit faculty and facilitators will participate in EPCC’s Faculty Development Week workshops in Fall and Spring.
 - iv) All Dual Credit stakeholders will be invited to the Building Bridges: Dual Credit Conference hosted annually by EPCC.

This Agreement may only be modified in writing by the District Superintendent and the College President, or their designees, upon mutual agreement, at least 30 days in advance of the modification.

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for three (3) years or until such time as mutual agreement is made to modify or terminate the Agreement.

William Serrata, Ph.D. (Date)
President

Jeannie Meza-Chavez, Ph.D. (Date)
Superintendent

Approved as to form:

Approved as to form:

 (Date)
EPCC General Counsel

 (Date)
San Elizario ISD General Counsel

Appendix A



San Elizario Independent School District

El Paso Community College



DUAL CREDIT CROSSWALK

| High School Courses | | | IHE (EPCC) Courses | | |
|---|-------------------------------------|--------|--------------------|---|-------|
| State ID PEIMS # | High School State Name | Credit | EPCC Course # | EPCC Course Name | Hours |
| Core Curriculum: Communications (6 Credit Hours) | | | | | |
| 03220300 | English III - A | .5 | ENGL 1301 | Composition I | 3 |
| 03241000 | Public Speaking II | .5 | SPCH 1315 | Public Speaking | 3 |
| 13009900 | Professional Communications | .5 | SPCH 1321 | Professional Communication | 3 |
| Core Curriculum: Mathematics (3 Credit Hours) | | | | | |
| 03101100 | Precalculus - A | .5 | Math 1314 | College Algebra | 3 |
| 03102500 | Independent Study in Math | .5 | Math 1324 | Mathematics for Business & Social Sciences | 3 |
| 03102510 | Advance Quantitative Reasoning | .5 | Math 1332 | Contemporary Mathematics (Quantitative Reasoning) | 3 |
| 03102530 | Statistics | .5 | Math 1342 | Elementary Statistical Methods | 3 |
| A3100102 | AP Calculus BC | .5 | Math 2314 | Calculus II | 3 |
| 03101100 | Precalculus - B | .5 | Math 2412 | Pre-Calculus Math | 3 |
| A3100101 | AP Calculus AB | .5 | Math 2413 | Calculus I | 3 |
| Core Curriculum: Life and Physical Science (6 Credit Hours; Labs are required) | | | | | |
| 03060100 | Astronomy -A | .5 | ASTR 1303 | Stars and Galaxies | 3 |
| 03060100 | Astronomy -B | .5 | ASTR 1304 | Solar System | 3 |
| 03010200 | Biology- A | .5 | BIOL 1306 | Biology for Science Major I | 3 |
| 03010200 | Biology - B | .5 | BIOL 1307 | Biology for Science Major II | 3 |
| 03010200 | Biology - A | .5 | BIOL 1308 | Biology for Non-Science Major II | 3 |
| 03010200 | Biology - B | .5 | BIOL 1309 | Biology for Non-Science Major II | 3 |
| 13020600 | Anatomy and Physiology -A | .5 | BIOL 2401 | Anatomy & Physiology I | 3 |
| 13020600 | Anatomy and Physiology -B | .5 | BIOL 2402 | Anatomy & Physiology II | 3 |
| 13020600 | Anatomy and Physiology | .5 | BIOL 2404 | Anatomy & Physiology | 3 |
| 03040000 | Chemistry - A | .5 | CHEM 1306 | Introductory Chemistry I | 3 |
| 03040000 | Chemistry - B | .5 | CHEM 1307 | Introductory Chemistry II | 3 |
| 13037210 | Scientific Research and Design II-A | .5 | CHEM 1311 | General Chemistry I | 3 |
| 13037210 | Scientific Research and Design II-B | .5 | CHEM 1312 | General Chemistry I | 3 |
| 03060200 | Earth and Space Science - A | .5 | GEOL 1301 | Earth Sciences for Non-Science Major I | 3 |
| 03060200 | Earth and Space Science - B | .5 | GEOL 1302 | Earth Sciences for Non-Science Major II | 3 |
| 03020000 | Environmental Systems - A | .5 | GEOL 1303 | Physical Geology | 3 |
| 03020000 | Environmental Systems - B | .5 | GEOL 1304 | Historical Geology | 3 |
| 03050000 | Physics - A | .5 | PHYS 1301 | College Physics I | 3 |
| 03050000 | Physics - B | .5 | PHYS 1302 | College Physics II | 3 |
| A3050006 | AP Physics C: Mechanics | .5 | PHYS 1315 | Physical Science I | 3 |
| A3050003 | AP Physics 1: Algebra Based | .5 | PHYS 2325 | University Physics I | 3 |
| A3100102 | AP Physics 2: Algebra Based | .5 | PHYS 2326 | University Physics II | 3 |
| Core Curriculum: Language, Philosophy, & Culture (3 Credit Hours) | | | | | |
| 13004600 | Architectural Design I | .5 | ARCH 1301 | Architectural History I | 3 |
| A3500100 | AP Art History - A | .5 | ARTS 1303 | Art History I | 3 |
| A3500100 | AP Art History - B | .5 | ARTS 1304 | Art History II | 3 |
| 03997000 | Discovering Languages/Cultures | .5 | COMM 1307 | Introduction to Mass Communication | 3 |



San Elizario Independent School District
El Paso Community College
DUAL CREDIT CROSSWALK



| | | | | | |
|--|--|----|-----------|---|---|
| 03220400 | English IV - A | .5 | ENGL 2322 | British Literature I | 3 |
| 03220400 | English IV - B | .5 | ENGL 2323 | British Literature II | 3 |
| 03340400 | World History - A | .5 | ENGL 2332 | World Literature I | 3 |
| 03340400 | World History - B | .5 | ENGL 2333 | World Literature II | 3 |
| 03221800 | Independent Study in English | .5 | ENGL 2341 | Forms of Literature | 3 |
| 03380084 | Ethnic Studies: Mexican American Studies | .5 | ENGL 2351 | Mexican American Literature | 3 |
| 03380021 | Social Studies Adv Studies - A | .5 | HIST 2321 | World Civilizations I | 3 |
| 03380021 | Social Studies Adv Studies - B | .5 | HIST 2322 | World Civilizations II | 3 |
| 03380002 | Philosophy - Special Topics | .5 | PHIL 1301 | Introduction to Philosophy | 3 |
| 03380002 | Philosophy - Special Topics | .5 | PHIL 2303 | Introduction to Formal Logic | 3 |
| 03380002 | Philosophy - Special Topics | .5 | PHIL 2306 | Introduction to Ethics | 3 |
| 03440400 | Spanish IV | .5 | SPAN 2311 | Intermediate Spanish I | 3 |
| 03440300 | Spanish III - A | .5 | SPAN 2313 | Spanish for Native/Heritage Speakers I | 3 |
| 03440300 | Spanish III - B | .5 | SPAN 2315 | Spanish for Native/Heritage Speakers II | 3 |
| Creative Arts (3 Credit Hours) | | | | | |
| 03500110 | Art I Appreciation | .5 | ARTS 1301 | Art Appreciation | 3 |
| 13008500 | Audio/Video Production II | | COMM 2366 | Film Appreciation | 3 |
| 03832900 | Dance I, Dance Theory I | .5 | DANC 2303 | Dance Appreciation | 3 |
| 03250100 | Theatre Arts I | .5 | DRAM 1310 | Theater Appreciation | 3 |
| 03155600 | Music Appreciation | .5 | MUSI 1306 | Music Appreciation | 3 |
| 03155400 | Music Studies, Music Theory I | | MUSI 1310 | American Music | 3 |
| History (6 Credit Hours) | | | | | |
| 03340100 | US History - A | .5 | HIST 1301 | US History I | 3 |
| 03340100 | US History - B | .5 | HIST 1302 | US History II | 3 |
| Government/Political Science (6 Credit Hours) | | | | | |
| 03330100 | US Government | .5 | GOVT 2305 | Federal Government | 3 |
| 03380001 | Gov't - Special Topics | .5 | GOVT 2306 | Texas Government | 3 |
| Social and Behavioral Sciences (3 Credit Hours) | | | | | |
| 03310300 | Economics FE | .5 | ECON 1301 | Introduction to Economics | 3 |
| 03310301 | Economics Advance Studies | .5 | ECON 2301 | Principles of Macroeconomics | 3 |
| 03310321 | Economics Advance Studies II | .5 | ECON 2302 | Principles of Microeconomics | 3 |
| A3350100 | AP Psychology | .5 | PSYC 2301 | General Psychology | 3 |
| 03380022 | Psychology – Special Topics SS | .5 | PSYC 2306 | Human Sexuality | 3 |
| 03380022 | Psychology – Special Topics SS | .5 | PSYC 2314 | Lifespan growth & Development | 3 |
| 03370100 | Sociology | .5 | SOCI 1301 | Introduction to Sociology | 3 |
| 03370032 | Sociology - Special Topics SS | .5 | SOCI 2301 | Marriage & the Family | 3 |
| 03241200 | Independent Study in Speech | .5 | SPCH 1318 | Interpersonal Communication | 3 |
| Component Area Option (6 Credit Hours) | | | | | |
| N1290050 | College Transition | .5 | EDUC 1300 | Learning Framework | 3 |
| 03220300 | English III - B | .5 | ENGL 1302 | Composition II | 3 |



San Elizario ISD
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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Support Services Director
Subject: El Paso Electric-Aerial Easement Agreement
Date: September 8, 2021

HISTORY: El Paso Electric (EPE) has received a service request from the County of El Paso for a new lift station near San Elizario Rd. and Church St. EPE is requesting an aerial easement from SEISD to be able to replace the existing service lines and extend outwards at the top of the existing poles to place a three-phase power line and have aerial easement access in the future. The request is for a 5' wide aerial easement. No construction will be done on SEISD property.

RATIONALE: Granting the aerial easement to EP Electric would allow EP Electric to extend their service and replace a single-phase power line with a three-phase line. This would provide service to the County of El Paso to power a proposed sewage lift station. The aerial easement would not impede with SEISD operations and would not cost SEISD. No construction will be done on SEISD property.

BUDGET IMPACT: No budget impact

ADMINISTRATIVE RECOMMENDATION: Administration recommends the approval of the easement agreement as presented.

Please check one: For approval Report / Information only Recognition only

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EASEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Work Request: DT056405

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual, nonexclusive right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain overhead cables, lines, conductors and all other equipment, excluding poles and structures, for an aerial electric distribution and/or transmission system, together with overhanging of services wires, with the right of access, ingress, and egress thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **TRACTS 11, 12-A AND 12-B, BLOCK 30, SAN ELIZARIO GRANT, EL PASO COUNTY, TEXAS**, as shown on the attached Exhibit A and made a part hereof,

with the right to trim any trees and flora along and around said lines so as to keep the wires cleared, the right to erect the wires, and to do anything proper and necessary to operate and maintain same. Grantee shall be responsible for all cost relating in any way to the design, installation, and maintenance of the easement.

Buildings and structures of a permanent nature except fences, boundary walls, walkways and landscaping will not be built on the easement or under any overhead electric lines, except with the prior written consent of the Grantee which consent shall not be unreasonable withheld, conditioned or delayed.

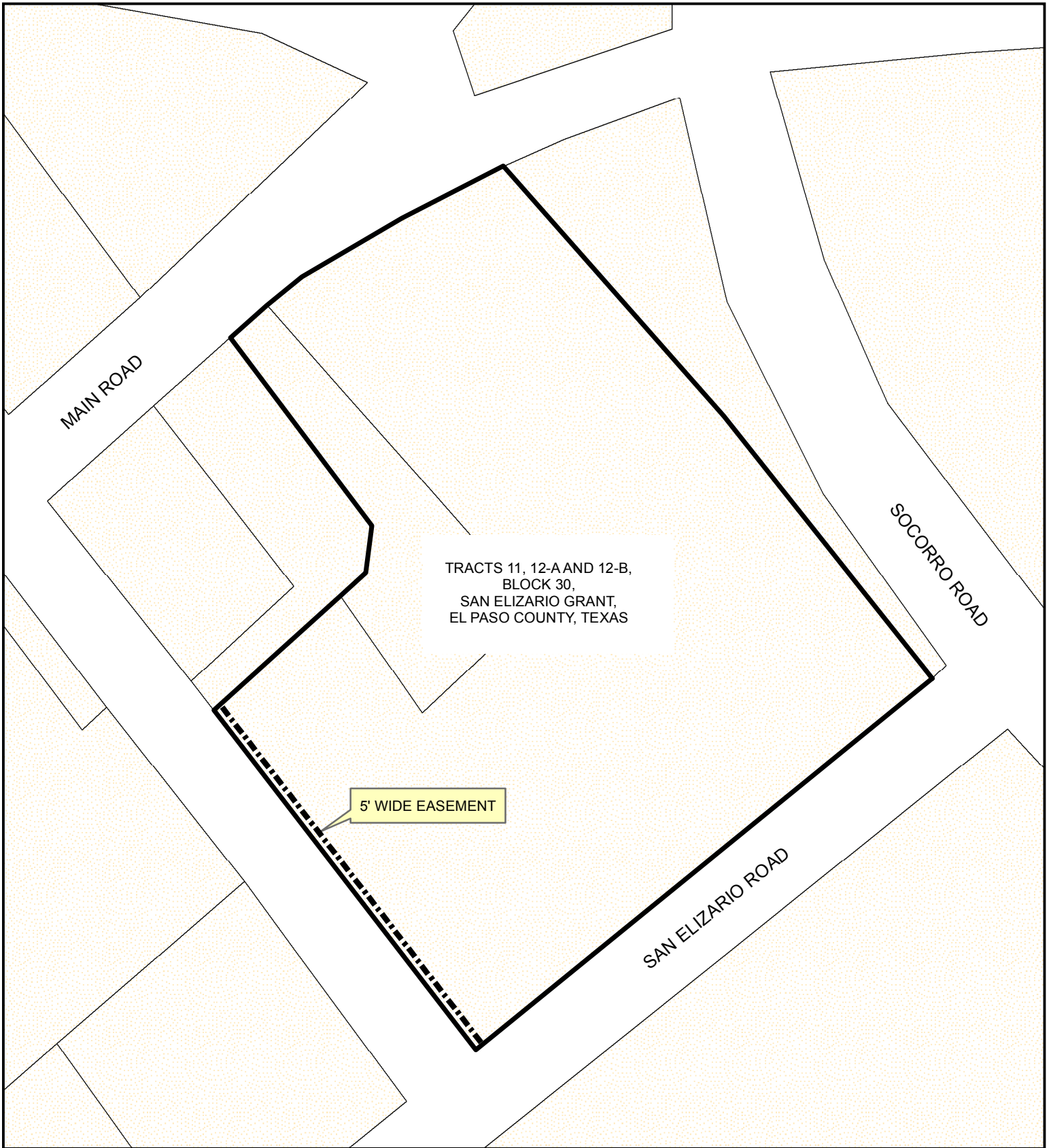
Grantee agrees to indemnify, defend, and hold harmless Grantor from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by Grantee or by any failure, malfunction or damage caused in any way by any equipment installed or used, or during its installation, maintenance or upgrading, by Grantee in the easement area. The obligations of Grantee under this provision will survive termination of this agreement.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) GRANTEE EXPRESSLY UNDERSTANDS THAT GRANTOR IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS A WAIVER OR RELINQUISHMENT BY GRANTOR OF ITS RIGHT TO CLAIM SUCH EXEMPTIONS, PRIVILEGES, AND IMMUNITIES AS MAY BE PROVIDED BY LAW; AND (B) GRANTEE ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE SUBJECT TO APPROVAL OF GRANTOR'S BOARD OF TRUSTEES.







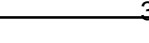
This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

EXHIBIT "A"



LEGEND (NOT ALL SYMBOLS APPLY)

| | | | |
|---|----------------------|---|-------------------------------|
|  | PADMOUNT TRANSFORMER |  | UNDERGROUND EASEMENT |
|  | ANCHOR EASEMENT |  | OVERHEAD EASEMENT |
|  | SWITCH GEAR |  | OVERHEAD/UNDERGROUND EASEMENT |
| | |  | EXISTING POWERLINE |



317



San Elizario ISD
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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Amanda Sanchez, Special Education Director
Subject: Regional Day School Program for the Deaf Interlocal Multiple Representation
Date: September 8, 2021

HISTORY: El Paso ISD provides students who are Deaf and Hard of Hearing with the opportunity to attend the Regional Day School for the Deaf (RDSPD) when the Admission, Review and Dismissal Committee (ARD) determines that the student's needs would be best met through this program. El Paso ISD has added an addendum to the Shared Service Arrangement (SSA) regarding Multiple Representation.

RATIONALE: The Multiple Representation agreement will prevent a conflict of representation between the districts involved in the SSA.

BUDGET IMPACT: No budget impact is anticipated

ADMINISTRATIVE RECOMMENDATION: It is recommended that the superintendent sign the Consent to Multiple Representation

Please check one: For approval Report / Information only Recognition only

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EL PASO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF
SHARED SERVICES ARRANGEMENT

CONSENT TO MULTIPLE REPRESENTATION

This document is a consent by **San Elizario Independent School District** ("the District" or "this District") to the legal representation of multiple parties by Walsh Gallegos Treviño Kyle & Robinson P.C. ("the Firm"). The term "member district" refers to any school district that contemplates entering or has entered with another school district, including this District, an Shared Services Arrangement Agreement as set forth in the Texas Education Code §29.007 and the Texas Administrative Code §89.1075. This Firm will be instrumental in reviewing, revising and advising on matters related to the current SSA Agreement.

The El Paso Regional Day School Program for the Deaf is currently comprised of the following member districts: Anthony Independent School District, Burnham Wood Charter School, Canutillo Independent School District, Clint Independent School District, El Paso Independent School District, Fabens Independent School District, Fort Hancock Independent School District, San Elizario Independent School District, Sierra Blanca Independent School District, Socorro Independent School District, Tornillo Independent School District, La Fe Preparatory School, Ysleta Independent School District, Culberson County-Allamore Independent School District, and Vista Del Futuro Charter School.

The District currently has no legal dispute with another member district in which the Firm is representing a party.

The District acknowledges that certain other member districts are or may be clients of the Firm for matters other than the proposed SSA Agreement.

The District understands that the Firm cannot represent the District in any future litigation or dispute between two or more member districts regarding the SSA Agreement.

The District acknowledges that it has waived any attorney-client privilege in this matter as to other member districts that are also represented by the Firm.

The District understands that if any member district objects to the Firm's representation during the pendency of the revision, review, or approval of the SSA Agreement and after the Firm has provided legal advice to any member district, the Firm shall withdraw its representation in this matter and shall not represent in this matter the District or any other member district. The agreement in this paragraph, however, will be ineffective if the objecting member district ceases to be a member district.

The District asserts that it has a common interest with the other member districts and that it seeks the representation of the Firm in this common interest.

The District agrees that the advantages of multiple representation include efficiency, lower cost to the District, and savings in public funds and administrative resources for each member district.

The District acknowledges that the Firm has made full disclosure of the existence, nature, implications, and possible adverse consequences of the Firm acting as intermediary among the member districts.

The District acknowledges that it or any other member district at any time during the pendency of the matter may request the withdrawal of the Firm from multiple representation. The District understands that the withdrawal of the Firm from multiple representation will result in the complete withdrawal of the Firm from representation of the District or any other member district in this matter.

Notwithstanding the potential for conflict, the district consents to the Firm's common representation in drafting, reviewing or revising the SSA Agreement to reflect a reconfiguration which includes the addition of multiple member districts into the SSA in order that the District may participate in an SSA with other member districts.

SSA: EL PASO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

District: San Elizario Independent School District

By, _____, on behalf of and with the full authority of the District.
Superintendent of San Elizario Independent School District

Date: _____



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Amanda Sanchez, Special Education
Subject: Virtual Homebound Services for Medically Fragile Students
Date: September 8, 2021

HISTORY:

Virtual homebound services are not permitted unless board approval is granted and TEA waiver is granted.

RATIONALE:

The district currently has 4 students (AB, VM, GC, AH) whose medical conditions warrant virtual homebound services to ensure their safety and health as recommended by their physician.

BUDGET:

Each student requires four hours minimum of homebound services to be provided after hours by teachers who are willing to provide these services. The current rate of pay is \$50/hour.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the board approve this request to submit a waiver so that these students may continue to be enrolled in the district and participate in virtual homebound services.

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OTHER WAIVERS

Other Waivers are waivers that do not fit into any specific category but are considered **general waivers** that do require detailed information surrounding the district's waiver request. The following waivers may be submitted as an **Other Waiver**:

- **Texas Virtual School Network (TXVSN) Course Review Process Waiver**
- **Remote Homebound Instruction Waiver**
- **Waivers Related to Students Taking Dual Credit Courses at Institutions of Higher Education (IHEs)**

Texas Virtual School Network (TXVSN) Course Review Process Waiver

All courses made available through the Texas Virtual School Network (TXVSN) must be reviewed and approved prior to being offered. Eligible school districts and open-enrollment charter schools may apply to the commissioner of education for a waiver from the TXVSN course review process that is administered by the Texas Education Agency (TEA).



Things to Consider:

- A waiver may be requested from the TXVSN course review *process* only.
- Each course is still required to meet all TXVSN course standards and requirements.
- To request a waiver to the TXVSN course review process, the district or charter school authorized official must certify that each course meets all TXVSN course standards and requirements.
- The commissioner of education must approve the request before the course may be offered through the TXVSN.
- To request a waiver from the TXVSN course review process, complete the steps located in the instructions below. *(Include all requested information in your waiver request. Do not send attachments as a separate communication. Your waiver request must comply with these requirements to be considered complete and ready for consideration by the commissioner of education.)*

taking time if the student is scheduled to be on campus at that time or is virtually “present” at the official attendance-taking time if the student is scheduled to be off-campus at that time.

Please note that the remote conferencing instruction described in this subsection is different from remote special education homebound program instruction. For general requirements related to special education homebound instruction, see [4.7.2 Code 01 - Homebound](#). For requirements specific to remote special education homebound instruction, see [12.3.4 Remote Homebound Instruction—Special Education Students](#). If a student is eligible to be placed in the special education homebound instructional setting, it is the responsibility of the student’s ARD committee to determine whether it is more appropriate to place the student in that setting or in another setting that is provided via remote conferencing.

Your district can submit a request for a general waiver using TEA’s automated waiver application system, which is available in TEAL. When submitting a waiver request, cite the following requirements in item 3 of the General Waivers section: 1) the requirement that a student be on campus at the official attendance-taking time in order to be considered present for FSP funding purposes, as required by [19 TAC §129.21](#) and the handbook, which is adopted annually through [19 TAC §129.1025](#), and 2) the agency’s policy of considering only face-to-face instruction as classroom time for purposes of FSP funding. Note that requirement 1 needs to be cited only if the student is scheduled to be off campus at the official attendance-taking time.

12.3.3 Remote Homebound Instruction—Regular Education Students

In this subsection, remote homebound instruction means remote instruction in which a student receives individualized instruction through the GEH program or CEHI program and in which all requirements of the program are met except for in-person instruction from the homebound teacher. See [3.7 General Education Homebound \(GEH\) Program](#) for GEH program requirements. See [Section 9 Pregnancy-Related Services \(PRS\)](#) for CEHI program requirements.

If your school district provides remote homebound instruction to an eligible regular education student, your district may, **with the approval of a waiver request**, count the student in attendance for FSP funding purposes provided that all requirements of the homebound program are met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in [3.7.3 GEH Funding Chart](#) or [9.10 Confinement and Earning Eligible Days Present](#), as applicable.

Your district can submit a request for a general waiver using TEA’s automated waiver application system, which is available in TEAL. When submitting a waiver request, cite the following requirement in item 3 of the General Waivers section: the requirement that a homebound teacher serve a student in person at the student’s home or hospital bedside in order for FSP funding to be generated, as required by [3.7.3 GEH Funding Chart](#) or [9.10 Confinement and Earning Eligible Days Present](#) of the handbook, which is adopted annually through [19 TAC §129.1025](#).

12.3.4 Remote Homebound Instruction—Special Education Students

In this subsection, remote homebound instruction means remote instruction in which a special education student with an instructional setting code of 01 - Homebound receives individualized instruction through special education homebound instruction and in which all requirements related to special education homebound instruction are met except for in-person instruction from the homebound teacher. See [4.7.2 Code 01 - Homebound](#) for special education homebound requirements.

A student's ARD committee is responsible for determining, in a manner consistent with state and federal law, whether remote homebound instruction meets the needs of the student.

If your school district provides remote homebound instruction to a special education student, your district may, **with the approval of a waiver request**, count the student in attendance for FSP funding purposes, including weighted funding purposes, provided that the following requirements are met:

- The student's ARD committee must have determined, in a manner consistent with state and federal law,²⁵⁰ that the remote homebound instruction to be provided meets the needs of the student.
- The ARD committee must have documented that determination in the student's IEP.
- All requirements related to the provision of special education homebound instruction must be met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in [4.7.2.5 Homebound Funding and Homebound Documentation Requirements](#).

Your district can submit a request for a general waiver using TEA's automated waiver application system, which is available in TEAL. When submitting a waiver request, cite the following requirement in item 3 of the General Waivers section: the requirement that a homebound teacher serve a student in person at the student's home or hospital bedside in order for FSP funding to be generated, as required by [4.7.2.5 Homebound Funding and Homebound Documentation Requirements](#) of the handbook, which is adopted annually through [19 TAC §129.1025](#).

12.3.5 Distance Learning

In [12.3 Remote Instruction That Is not Delivered through the TXVSN](#), including this subsection, distance learning means remote instruction in which a student physically located at his or her home campus participates in a class provided at another campus in the same district or in another district at which students and a teacher are physically present. Distance learning does not include instruction provided through the TXVSN. For requirements related to the TXVSN, see [12.2 Texas Virtual School Network \(TXVSN\)](#).

²⁵⁰ including provisions related to LRE and FAPE requirements



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Sandra Sanchez, CTE Administrator
Subject: Innovative Course – PLTW Engineering Essentials
Date: September 8, 2021

HISTORY: In assessing of the Program of Study for Engineering for alignment between SEHS and GEMS, the course offered through PLTW - Engineering Essentials (EES), will vertically align with the Engineering PLTW courses currently being offered at SEHS. EES will be offered at GEMS and would allow students to become familiar with the PLTW program at the middle school level and provide them with high school credit. This course is approved by TEA as an Innovative Course, PEIMS Code: N1303760 and requires local board approval to implement. We are requesting that the innovative course PLTW Engineering Essentials be approved by the Board to be implemented for the school year 2022-2023.

RATIONALE: Vertical alignment between GEMS and SEHS. Engineering Essentials provides high school credit.

BUDGET: No budget impact

ADMINISTRATIVE RECOMMENDATION: The Administrative recommendation is to approve the implementation of the innovative course - PLTW Engineering Essentials for vertical alignment.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Members of the Board of Trustees
From: Sandra Sanchez, CTE Administrator
Subject: Labster Software Services Agreement
Date: September 8, 2021

HISTORY: Dr. Ana Luna from our Biomedical Program at SEHS met with Mr. Kahari, regarding, the Labster Software for CTE science courses. This software is a medical lab simulator that provides a wide range of science topics. These simulations come in full-length and in short- form. The features are real-life case stories with 3D animated illustration of concepts, experimentation, and microscopy. It includes, interactive 2D and 3D models, a library of 3D science animation to help student visualize scientific phenomena and concepts. The program has translated simulations in Spanish, German, French and Italian. An agreement needs to be signed to receive the Labster Software Services. The agreement is currently pending review from Ms. Priscilla Mata.

RATIONALE: Biomedical students will have their instruction enriched with real-life case experiences that will increase the rigor ad relevance in science.

BUDGET: \$6,000

ADMINISTRATIVE RECOMMENDATION: To approve Labster Software Services Agreement to provide our students at SEHS an in-dept experience in science.

Please check one: For approval Report / Information only Recognition only

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LABSTER SOFTWARE SERVICES AGREEMENT FOR INSTITUTIONS

This Software Services Agreement (“**Agreement**”), effective as of the date of full execution hereof (the “**Effective Date**”), is by and between Labster (as defined below), on behalf of itself and its Affiliates, and San Elizario, a Texas Public High School, with a principal business office located at 13981 Socorro Rd, San Elizario, TX 79849 (“**Customer**”), on behalf of itself and its Affiliates. Labster and Customer may be referred to herein collectively as the “**Parties**”, or individually as a “**Party**”.

WHEREAS, Labster provides access to the Services (as defined below) to its customers; and

WHEREAS, Customer desires to access the Services for the benefit of its Students (as defined below), and Labster desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

- 1.1. “**Access Credentials**” means any Authorized User’s name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Services.
- 1.2. “**Affiliate**” of: (a) Labster, means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of an entity and/or its employees, whether through the ownership of voting securities or ownership of more than twenty-five percent (25%) of the voting securities of an entity, or by contract; or (b) Customer, means any other school within its district, or college or university system.
- 1.3. “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Labster in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 1.4. “**Authorized User**” means Customer’s employees, including faculty and staff (individually, and collectively, “**School Personnel**”), and students (individually, and collectively, “**Student Users**”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement, as further described in Section 2.
- 1.5. “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services, or that incorporates or is derived from the processing (as such term may be defined by applicable data privacy laws) of such information, data, or content by or through the Services.
- 1.6. “**Customer Systems**” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including learning management systems), networks, Integrated Services (as defined below), whether operated directly by Customer or through the use of third-party services.

- 1.7. **“Documentation”** means Labster's user manuals, handbooks, and guides relating to Customers and its Authorized Users' use of the Services provided by Labster to Customer either electronically or in hard copy form.
- 1.8. **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner: any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services as intended by this Agreement.
- 1.9. **“Labster”** means: (a) if Customer is located in Canada, the United States, or Mexico (**“North America”**), then Labster Inc., a Delaware corporation, EIN: 81-4817248, with a principal place of business at 561 Windsor Street, Suite B302, Somerville, Massachusetts 02143; or (b) if Customer is not located in North America, then Labster ApS, a Danish private limited company, CVR: 34457808, with a principal place of business at c/o Matrikel 1 Højbro Plads 10, 1200 Copenhagen K, Denmark.
- 1.10. **“Labster Materials”** means: (a) the name, logo, and domain name of Labster, the product names associated with the Services, and other trademarks; (b) the specifications, Documentation, simulations, certain audio and visual information, documents, software, and other works of authorship; and (c) any and all other information, data, documents, materials, works, other content, software, devices, hardware, products, processes, methods, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Labster or any subcontractor in connection with the Services or otherwise comprise or relate to the Services provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Labster Materials include Aggregated Statistics and any information, data, or other content derived from Labster's monitoring of Customer's access to or use of the Services, but do not include Customer Data.
- 1.11. **“Order(s)”** means each current and future: (a) order form; (b) quotation; (c) estimate; (d) statement of work (as applicable); and (e) invoice; as well as any mutually agreed upon and executed purchase order or other ordering document.
- 1.12. **“Privacy Policy”** means the Labster privacy policy, updated from time-to-time to be in compliance with applicable law, available at <https://www.labster.com/privacy-policy/>.
- 1.13. **“Services”** means the software-as-a-service offering and any Labster Materials described in an applicable Order Form, including, but not limited to, the Labster's interactive advanced laboratory simulations, lab builder, quiz editor, lab manuals, websites, and customer portal.

2. **Access and Use.**

- 2.1. **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all terms and conditions of this Agreement, Labster hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 14.6) right to access and use the Services during the Term for the applicable Access Period(s) (as defined below), solely for use by the Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's and its Authorized Users' internal educational use. Labster shall: (a) share with Customer the necessary Access Credentials to allow Customer and its Authorized Users to access the Services through a Customer System; or (b) provide to a Customer's Authorized User the necessary Access Credentials to allow Customer's Authorized Users to access the Services. Except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable, the total number of Authorized Users will not exceed the number set forth in an applicable Order. Nothing in this Agreement shall

obligate Labster to continue providing access to the Services beyond the date when Labster ceases providing such Services to users generally.

- 2.1.1. Customer Systems.** By registering for the Services using (or otherwise granting access to) Customer Systems, including any Integrated Service, Customer agrees that Labster may connect to and access the Customer Systems' account information, and may store and use certain information already associated with the Customer Systems consistent with Labster's Privacy Policy, and Customer agrees to any and all terms and conditions of the Customer Systems regarding Customer's and its Authorized Users' use of the Services. Customer agrees that any Customer System is a Third-Party Site (as defined below) and Customer and its Authorized Users are solely responsible for their interactions with the Customer Systems as a result of accessing the Services through the Customer Systems.
- 2.1.2. Integrated Service.** Labster may permit Customer's Authorized Users to register for the Services through, or otherwise associate an Authorized User's Labster account with, certain third party social networking or learning management systems (each an "**Integrated Service**"). By registering for the Services using (or otherwise granting access to) an Integrated Service, Customer and its Authorized Users agree that Labster may access the Authorized User's Integrated Service's account information, and may store and use certain information already associated with the Integrated Service consistent with Labster's Privacy Policy. Customer and its Authorized Users may revoke Labster's access to any Integrated Service at any time by updating the appropriate account settings of the respective Integrated Service. Customer agrees that any Integrated Service is a Third-Party Site (as defined below), and Customer is solely responsible for its Authorized Users' interactions with, and compliance with the applicable terms and conditions of, the Integrated Service as a result of accessing the Services through the Integrated Service.
- 2.1.3. Instructor Features.** Labster may make available certain editable features, tools, and materials within the Services, including the Labster Materials, that permit School Personnel to work with Student Users through the Services in order to provide such Student Users with tutorial, educational, and other education-related services as part of the Customer's curriculum, and to review and evaluate educational achievement and progress of such Student Users ("**Instructor Features**"). Customer and its School Personnel are responsible for complying with any and all applicable intellectual property laws and obligations from the use of any third party materials in such Instructor Features, and hereby grants to Labster a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the resulting content derived from the Instructor Features ("**Customer Created Content**").
- 2.1.4. International Use.** Labster operates the Services from multiple locations around the world, and you consent to the collection, transmission, use, storage, and processing of content and data (including your personal information) in the locations set forth in Labster's Privacy Policy. Customer agrees to comply with and is solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which Customer resides or its Authorized Users access the Services, if and to the extent local laws are applicable to use of the Services. The right to access and use the Services will not be granted in jurisdictions, if any, where it may be prohibited, or where Customer's and its Authorized User's use would render Labster in violation of any applicable laws or regulations, including, but not limited to, any applicable privacy laws.
- 2.2. Use Restrictions.** Customer agrees to notify its Authorized Users of the limitations set forth in this Agreement. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Unless otherwise permitted in this Agreement or required by applicable law, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to:

 - 2.2.1.** Edit, alter, abridge, or otherwise change in any manner the content of, or to copy, modify, or create derivative works of, the Services in whole or in part;

- 2.2.2. Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services for any commercial purpose;
- 2.2.3. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part;
- 2.2.4. Remove, delete, alter, or obscure any copyright, trademark, or other proprietary notices from the Services;
- 2.2.5. Bypass or breach any security device or protection used by the Services, or access or use the Services, other than by an Authorized User through the use of his or her own then valid Access Credentials;
- 2.2.6. Input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 2.2.7. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, or Labster's provision of services to any third party, in whole or in part;
- 2.2.8. Access or use the Services for purposes of competitive analysis of the Services, including, but not limited to, the development, provision, or use of a competing software service or product, or any other purpose that is to Labster's detriment or commercial disadvantage;
- 2.2.9. Use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or violates any applicable law; or
- 2.2.10. Make available any part of the Services in any medium on any third party service or public forum in violation of this Agreement and the intellectual property rights protected herein, including, but not limited to, any partial or full simulations, quiz questions and answers, lab manuals, or other content.

2.3. Reservation of Rights. Labster reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer, or any third party, any intellectual property rights or other right, title, or interest in or to the Services.

2.4. Suspension. Notwithstanding anything to the contrary in this Agreement, Labster may temporarily or fully suspend Customer's and any Authorized User's access to any portion or all of the Services if: (a) Labster reasonably determines that: (i) there is a threat or attack on any of the Services; (ii) Customer's, or any Authorized User's, use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of Labster; (iii) Customer, or any Authorized User, is using the Services for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) Labster's provision of the Services to Customer, or any Authorized User, is prohibited by applicable law; (b) any vendor of Labster has suspended or terminated Labster's access to or use of any third-party services or products required to enable Customer to access the Services; or (c) Customer's failure to pay any Fees in accordance with Section 5.1 (any such suspension described in subclause (a), (b), or (c), a "**Service Suspension**"). Labster shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Labster shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Labster will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer, or any Authorized User, may incur as a result of a Service Suspension.

2.5. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Labster shall have the right to collect and analyze data and other information, in an aggregated and anonymized manner, including to compile statistical and performance information, relating to the provision, use, and performance of various aspects of the Services and related systems and technologies, and Labster will be free (during and after the Term) to: (a) use the Aggregated Statistics to improve and enhance the Services, for other development purposes in connection with the Services, and any other present and future Labster offerings; (b) make Aggregated Statistics publicly available in compliance with applicable law; (c) use Aggregated Statistics to the extent and in the manner permitted under applicable law and in accordance with Labster's Privacy Policy. For the avoidance of doubt, as between Labster and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Labster.

2.6. Third Party Components. The Services contain, or rely upon, third party components, which may include various open source software components originating from the open source software communities, which are subject to additional restrictions ("**Third-Party Software**"). Any Third-Party Software in the Services are distributed by Labster in accordance with the applicable Third-Party Software's license terms and conditions. In the event of a conflict between an applicable Third-Party Software's license and the terms of this Agreement, the Third-Party Software component's license will take precedence (but solely with respect to the Third-Party Software component(s) to which the license relates). By using any of the Services, Customer agrees to be bound by the additional terms and conditions of all applicable Third-Party Software. If Customer does not agree to be bound to such Third-Party Software license, Customer must immediately discontinue use of the Services. Where the specific license terms of the Third-Party Software component entitle Customer to receive a copy of the source code, that source code shall be made available upon Customer's written request made to Labster.

2.7. Third-Party Sites, Products, Services, and Links. The Services may include links or references to other web sites or services solely as a convenience to Authorized Users ("**Third-Party Sites**"). Labster does not endorse any such Third-Party Sites, or the information, materials, products, or services contained on or accessible through Third-Party Sites. ACCESS AND USE OF THIRD-PARTY SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THIRD-PARTY SITES, IS SOLELY AT CUSTOMER'S OWN RISK.

3. Customer Responsibilities.

3.1. General. Customer is responsible and liable for all uses of the Services by Customer and its Authorized Users resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the terms and conditions of this Agreement as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such terms and conditions.

3.2. Customer shall be responsible for obtaining, maintaining, and securing any Customer Systems, including, but not limited to, any Customer or Authorized User account, passwords (including, but not limited to, administrative and user passwords) and files, and for all uses of the Customer's or its Authorized User's account or the Customer Systems with or without Customer's knowledge or consent.

4. Service Levels and Support. Subject to the terms and conditions of this Agreement, Labster shall use commercially reasonable efforts to make the Services available in accordance with the service levels, and provide the technical support, set out in **Exhibit A**.

5. Fees and Payment.

- 5.1. Fees.** Unless purchased through an authorized Labster reseller or subject to Direct Student Payment (as defined below), Customer shall pay to Labster all undisputed fees (“**Fees**”) as set forth in an applicable Order in the currency and on or before the due date as set forth in the applicable Order. If Customer fails to make any payment over sixty (60) days when due, without limiting Labster's other rights and remedies: (a) Labster may charge interest on the past due amount at three percent (3%) or the highest rate permitted under applicable law; (b) if permitted by applicable law, Customer shall reimburse Labster for all reasonable costs incurred by Labster in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for ninety (90) days or more, Labster may suspend Customer's and its Authorized Users' access without notice to any portion or all of the Services until such amounts are paid in full. All amounts payable to Labster under this Agreement shall be paid by Customer to Labster in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law). Labster may increase Fees applicable to all Orders hereunder, no more than once annually after the first contract year of the Term, by providing written notice to Customer at least sixty (60) calendar days prior to the subsequent contract year, and an applicable Order will be deemed amended accordingly.
- 5.2. Student Pay.** For the avoidance of doubt, student pay is available to sales made to customers in the United States of America only. In the event Customer elects to have its Student Users pay for the Services directly to Labster or to Customer, rather than purchase a fixed number of licenses for use by Authorized Users, the following will apply as applicable:
- 5.2.1. Bookstore.** If the payment method in an applicable Order is designated as “**Bookstore Payment**”, then, Customer, or its affiliated third party bookstore or agent, will, so long as Customer is in compliance with the payment terms set forth in an applicable Order, only be responsible to Labster for Fees based on the payments made to it by Student Users who purchase Labster vouchers from Customer or its affiliated third party bookstore or agent, which shall be sold to Student Users at no less than the price set forth in an applicable Order.
- 5.2.2. Direct Student Payment.** If the payment method in an applicable Order is designated as “**Direct Student Payment**”, then, when a Student User accesses the Services for the first time, such Student User will be provided the ability to purchase such access via credit or debit card, which will be processed in accordance with Labster’s Privacy Policy. For the avoidance of doubt, Customer shall have no obligation, nor be responsible, for any Fees related to Direct Student Payments.
- 5.3. Credits and Refunds.** Except as otherwise explicitly set out in this Agreement, no cancellation, credit, roll over, or refund of any Fees paid for Customer’s purchased but unused licenses will be provided.
- 5.4. Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Except as otherwise required by applicable law, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Labster's income.
- 5.5. Auditing Rights and Required Records.** The Parties agree to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of one (1) year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. During such time, either Party may, at its own expense, on reasonable prior written notice, and no more than once per calendar year, remotely inspect and audit the other Party's records with respect to matters necessary for accurately determining amounts due hereunder. Provided that if such inspection and audit reveal that: (a) Customer has underpaid Labster with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, based on the pricing in the applicable Order, together with interest in accordance with Section

5.1; or (b) Customer has overpaid Labster with respect to any amounts due and payable during the Term, Labster shall refund Customer within thirty (30) days.

6. Confidential Information.

6.1. In connection with this Agreement each Party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other Party (as the “**Receiving Party**”). “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including, but not limited to, information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”.

6.2. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its employees, agents, or consultants (“**Representatives**”) or Authorized Users (as applicable) noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, during the Term and for a period of three (3) years thereafter:

6.3.1. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

6.3.2. Except as may be permitted by and subject to its compliance with this Section 6, not disclose or permit access to Confidential Information other than to its Authorized Users and Representatives who: (a) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 6; and (c) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6;

6.3.3. Safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information, but in no event less than a reasonable degree of care;

6.3.4. Promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

6.3.5. Ensure its Authorized Users’ and Representatives’ compliance with, and be responsible and liable for, any of its Authorized Users’ or Representatives’ non-compliance with, the terms of this Section 6.

6.4. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws (other than as a result of any act or omission of the Receiving Party or any of its Authorized Users or Representatives).

6.5. **Compelled Disclosures.** If the Receiving Party or any of its Authorized Users or Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights thereto; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 6.5, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

7. **Data Privacy.**

7.1. **General.** Labster will ensure that the Services comply with, and are performed in compliance with, applicable privacy and data protection laws, rules, and regulations, and in accordance with its Privacy Policy. Specifically, if Labster will serve as a Processor of Customer Data that includes Personal Data of Data Subjects who reside in the European Union, European Economic Area, United Kingdom, or California, Labster will cooperate with Customer to comply with the General Data Protection Regulation ("**GDPR**") or California Consumer Privacy Act ("**CCPA**"), as applicable, with respect to such Personal Data and Data Subjects. For the avoidance of doubt, to the extent Customer and its Data Subjects reside in other countries not mentioned above, Labster will comply with applicable law as required and in accordance with its Privacy Policy. At Customer's written request, and if required by applicable law, the Parties agree to enter into Labster's standard customer Data Processing Agreement. All capitalized terms in this Section 7.1 not otherwise defined in this Agreement are defined in the GDPR and CCPA.

7.2. **FERPA and Educational Records.** The Parties acknowledge that: (a) Customer Data may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act ("**FERPA**", and such information, the "**FERPA Records**"); and (b) to the extent that Customer Data includes FERPA Records, Labster will be considered a "School Official" with "legitimate educational interests" (as those terms are used in FERPA and its implementing regulations) and will comply with FERPA accordingly. To the extent applicable, Labster will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior written notice to, and consent from, Customer, or as otherwise provided by law. Exclusive of any written agreement, Customer Data shall remain the exclusive property of the Customer and qualify as Confidential Information and subject to the restrictions of FERPA, and Customer may disclose Personally Identifiable Information of students, as that term is defined under FERPA, to Labster for limited use in connection with providing the Services. Labster will not disclose student Personally Identifiable Information to third parties or use it for any purpose other than performing its obligations hereunder.

7.3. **COPPA and Parental Consent.** If Customer allows Authorized Users under the age of eighteen (18) to use the Services, Customer consents on behalf of such Authorized Users, as required under the Children's Online Privacy Protection Act ("**COPPA**"), and other similar privacy laws, to the collection and use of such Authorized Users' personal information in the Services. Customer will obtain parental consent for the collection and use of personal information in the Services that Customer allows Authorized Users to access before allowing any Authorized Users under the age of eighteen (18) to use those services. As applicable, Customer assumes sole

responsibility (and hereby agrees that Labster is not responsible) for providing appropriate notices and disclosures to, and obtaining any consents required from, parents or guardians of Authorized Users using the Services and their parents regarding such Authorized User's use of the Services and Labster's Privacy Policy, to the extent required by COPPA, FERPA, or other applicable privacy law.

7.4. No Waiver. Labster will not require any Authorized Users to waive any privacy rights (including, but not limited to, under FERPA, the GDPR, or CCPA) as a condition for receipt of any educational services, and any attempt to do so will be void.

8. Security.

8.1. Labster's Obligations. Labster will employ commercially reasonable security measures (including, but not limited to, password protection and encryption) reasonably acceptable to Customer that are intended to prevent access to the Services, Customer Data, and/or information by unauthorized persons. Labster will establish and maintain such other commercially reasonable safeguards (including, but not limited to, virus protection safeguards) against the destruction, loss, or alteration of the Services and other Customer Data. Labster or its agents will utilize security systems for the Services that provide notification in the event of, but not limited to, fire, improper entry, and environmental systems failure. Upon Labster's (or its agent's) discovery of any security breach, intrusion, or other event giving rise to the actual or potential unauthorized access, destruction, loss, or alteration of Customer Data, Labster shall notify Customer thereof without undue delay, and in any event in accordance with applicable law, and shall take such commercially reasonable action as may be appropriate to halt such unauthorized access, destruction, loss, or alteration.

8.2. Customer Control and Responsibility. Customer has, and will retain, sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent.

8.3. Customer Access. Customer shall employ, and is responsible for its Authorized Users compliance with, all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

9. Intellectual Property Ownership; Feedback.

9.1. Labster Intellectual Property Rights. Customer acknowledges that in providing the Services, Labster utilizes the Labster Materials which are covered by intellectual property rights owned or licensed by Labster. Other than as expressly set forth in this Agreement, no license or other rights in the Labster Materials are granted to Customer, and all such rights are hereby expressly reserved. All right, title, and interest in and to the Labster Materials, including all intellectual property rights therein, are and will remain with Labster and, with respect to Third-Party Software, the applicable third-party licensors own all right, title, and interest, including all intellectual property rights therein. Customer obtains no right, license, or authorization with respect to any of the Services except as expressly set forth in Section 2.1 or the applicable Third-Party Software license. All other rights in and to the Services are expressly reserved by Labster. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Labster an assignment of all right, title, and interest in and to the Aggregated Statistics and any Customer Created Content, including all intellectual property rights relating thereto.

- 9.2. **Customer Data.** Labster acknowledges that, as between Labster and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Labster, during the Term, a non-exclusive, royalty-free, worldwide, in accordance with the terms of this Agreement and Labster's Privacy Policy, license to reproduce, distribute, and otherwise use and display the Customer Data, and perform all acts with respect to the Customer Data as may be necessary for Labster to provide the Services to Customer and its Authorized Users, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.
- 9.3. **Feedback.** If Customer or any of its Authorized Users or Representatives sends or transmits any communications or materials to Labster by mail, email, telephone, or otherwise, suggesting or recommending changes to the Labster Materials, including, but not limited to, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, including any Customer Created Content ("**Feedback**"), Labster is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Labster, on Customer's behalf, and on behalf of its Authorized Users and Representatives', all right, title, and interest in, and Labster is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. For the avoidance of doubt, Labster is not required to use any Feedback.

10. **Representations and Warranties; and Warranty Disclaimer.**

10.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

- 10.1.1. It is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
- 10.1.2. It has the full right, power, and authority to enter into and perform its obligations, and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;
- 10.1.3. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and
- 10.1.4. When executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. **Customer Representations and Warranties.** Customer represents and warrants to Labster that Customer owns, or otherwise has and will have the necessary rights and consents in and relating to, the Customer Data so that, as received and used by Labster in accordance with this Agreement, the Customer Data nor any Customer Created Content, do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy rights, including but not limited to those under the GDPR, FERPA, or COPPA, or any other rights of any third party, or violate any applicable Law

10.3. **Labster's Limited Warranty.** Labster represents and warrants that the Services will conform in all material respects to the service levels set forth in **Exhibit A** when accessed and used in accordance with the Documentation. Labster does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**. The remedies set forth in **Exhibit A** are Customer's sole remedies and Labster's sole liability under the limited warranty set forth in this Section 10.3. THE FOREGOING WARRANTY DOES NOT APPLY, AND LABSTER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY STANDALONE THIRD-PARTY SOFTWARE.

10.4. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.3, ACCESS TO THE SERVICES IS PROVIDED "AS IS" AND LABSTER HEREBY DISCLAIMS ALL GUARANTEES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LABSTER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES WITH RESPECT TO THE SERVICES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.3, LABSTER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1. Labster's Indemnification Obligations.

11.1.1. Labster shall indemnify and defend Customer from and against any and all third party claims for losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer: (a) from Labster's gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) resulting from any third party claim, suit, action, or proceeding ("**Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, including, but not limited to, patents, trademarks, copyrights, or trade secrets.

11.1.2. If such a Claim is made or appears possible, Customer agrees to permit Labster, at Labster's sole discretion, to: (a) modify or replace the Services, or component or part thereof, to make it non-infringing; (b) obtain the right for Customer to continue its use; or (c) if Labster determines that neither (a) or (b) is commercially reasonably available, Labster may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer, and provide Customer a prorated refund for any remaining Term or Access Period as of Labster's termination effective date.

11.1.3. This Section 11.1 will not apply to the extent that the alleged infringement or misappropriation arises from: (a) Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided by Labster, or authorized by Labster in writing, or continued use after Labster notifies Customer of any alleged or actual infringement or misappropriation; (b) modifications to the Services not made by Labster; (c) Customer Data; or (d) Customer Systems.

11.2. Customer's Indemnification Obligations. To the extent permitted by applicable law, Customer shall indemnify and defend Labster from and against any Losses resulting from any Claim incurred by Labster: (a) from Customer's or its Authorized Users' or Representatives' gross negligence or more culpable act or omission (including recklessness or willful misconduct); (b) that the Customer Data, any use or processing of the Customer Data in accordance with this Agreement, or any permissible changes to the Services as provided for hereunder, including but not limited to Customer Created Content, infringes or misappropriates any third party's intellectual property rights including, but not limited to, patents, trademarks, copyrights, or trade secrets; (c) from Customer's or its Authorized User's use of the Services in combination with: (i) Customer's use of the Services in combination with data, software, hardware, equipment, or technology not provided by Labster, or authorized by Labster in writing; (ii) modifications to the Services not made by Labster; (iii) Customer Data; or (iv) Customer Systems; or (d) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Labster's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Labster.

11.3. Indemnification Procedure. Each party shall promptly notify the other in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as applicable. The Party seeking indemnification (the “**Indemnitee**”) shall reasonably cooperate with the other Party (the “**Indemnitor**”) at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Claim, the Indemnitee shall have the right, but no obligation, to defend against such Claim, including settling such Claim after giving written notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

11.4. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND LABSTER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER, OR IN CONNECTION WITH, THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, OR FOR A PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO LABSTER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IF ANY APPLICABLE LAW OR AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

13. Term and Termination.

13.1. Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (3) years from such date (the “**Initial Term**”). This Agreement will automatically renew for up to two (2) additional, successive, one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions, or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”).

13.2. Access Period. As set out in an applicable Order, the “**Access Period**” is the period of time that Customer and its Authorized Users will be licensed to access and use of the Services in accordance with the terms of this Agreement. Except as required by applicable law, each Access Period shall be renewed automatically on or about the one (1) year anniversary of the start of the Access Period (“**Renewal Access Period**”), unless Customer provides written notice to Labster to the contrary no less than thirty (30) days prior to the end of the then-current Access Period. Any licenses which have not been used during the Access Period or Renewal

Access Period will expire and will not be refunded, nor will they roll over, or be credited towards, any Renewal Access Period.

13.3. Termination. In addition to any other express termination right set forth in this Agreement:

13.3.1. Labster may terminate an applicable Order, and this Agreement (if there are no other active Orders), effective upon written notice to Customer, if Customer: (a) fails to pay any amount when due under such Order, and such failure continues more than sixty (60) days after Labster's delivery of written notice thereof; or (b) breaches any of its obligations under Section 2 or Section 9.

13.3.2. Either Party may terminate an applicable Order, and this Agreement (if there are no other active Orders), effective on written notice to the other Party, if the other Party materially breaches this Agreement (except for breaches subject to the terms of Section 4), and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. In the event of Customer's termination due to Labster's uncured breach, Customer will receive a prorated refund of any prepaid but unused Fees from the effective date of termination through the end of the applicable Access Period.

13.3.3. Either Party may terminate any and all Orders and this Agreement, effective immediately, upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.4. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement: (a) Customer shall immediately discontinue use of the Services and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Labster Materials and certify in writing to Labster that the Labster Materials have been deleted or destroyed; and (b) Labster will promptly return, delete, or destroy all Customer Data it is not otherwise legally required or permitted to maintain. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, nor, except as expressly provided for in Section 13.3.2, entitle Customer to any refund.

14. Miscellaneous.

14.1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the other Party at the addresses set forth above (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section 14.1). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or via email attachment (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 14.1.

14.2. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under any Order and this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or

slowdowns or other industrial disturbances, epidemic or pandemic, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each a “**Force Majeure Event**”), and so long as the Party provides prompt Notice to the other Party, then such Party’s obligations hereunder will be extended for the period of time of such Force Majeure Event.

14.3. Amendment and Modification; Waiver. No amendment to or modification of any Order or this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to implement their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.5. Governing Law, Jurisdiction, Mediation, and Arbitration; Class Waiver.

14.5.1. The rights and obligations of the Parties under this Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods, but instead shall be governed by and construed under the laws of, without regard to its conflict of laws rules:

14.5.1.1. If the Labster contracting entity, as described in Section 1.9, is Labster Inc., then the laws of the State of New York, USA with such Claims to be resolved solely in the appropriate courts of New York, New York, USA and the Parties hereby expressly consent to such jurisdiction, forum, and venue of such courts;

14.5.1.2. If the Labster contracting entity, as described in Section 1.9, is Labster ApS, then the laws of Denmark, with such Claims to be resolved solely in the appropriate courts of Copenhagen, Denmark and the Parties hereby expressly consent to such jurisdiction, forum, and venue of such courts; or

14.5.1.3. To the extent that applicable local law prevents certain Claims from being resolved in the applicable court set forth in Section 14.5.1.1 or Section 14.5.1.2, as applicable, then Customer may file such Claim in its local federal courts. Likewise, if applicable local law prevents Customer’s local court from applying the governing law as set forth in Section 14.5.1.1 or Section 14.5.1.2, as applicable, to resolve such Claim, then such Claim will be governed by the applicable local laws of Customer’s country, state, or other place of residence as applicable.

14.5.2. In the event of any Claim arising out of this Agreement, the Parties agree to escalate the Claim to members of their respective senior management team, and such personnel shall negotiate in good faith to attempt to resolve the dispute.

14.5.3. To the extent permitted by applicable law, in the event the Parties’ senior managers are unable to resolve the Claim, except as otherwise provided in this Agreement, the matter must be submitted for confidential and non-binding mediation to a nationally recognized mediator or mediation service (“**Mediator**”), which, in any such instance, will be chosen by Labster in the applicable jurisdiction either with: (a) the American Arbitration Association or JAMS; or (b) the International Chamber of Commerce International Court of

Arbitration. Either Party may commence mediation by providing a written request for mediation to the other Party and to the Labster chosen Mediator, setting forth the subject matter of the Claim and the relief requested. The Parties will cooperate with the Mediator and each other in selecting an individual mediator from Mediator's panel of neutrals, and in scheduling the mediation proceedings. The Parties agree to: (a) participate in the mediation in good faith; (b) pay their respective attorneys' fees; and (c) share equally the costs of mediation. All conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the individual mediator and any employees of the Mediator, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration, litigation, or other proceeding between the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- 14.5.4.** To the extent permitted by applicable law, in the event the Mediator is unsuccessful, the Parties agree to resolve all Claims solely by confidential and binding arbitration in the applicable jurisdiction before a single nationally recognized arbitrator or arbitration service ("**Arbitrator**"), which, in any such instance, will be chosen by Labster in the applicable jurisdiction either with: (a) the American Arbitration Association or JAMS; or (b) the International Chamber of Commerce International Court of Arbitration, and for Customer on an individual basis only (i.e., Customer may not bring a claim in arbitration or in court as a class action or in a representative capacity, nor participate as a member in any such class or representative action). This Section 14.5.4 is a written agreement to arbitrate governed by the applicable laws of the designated jurisdiction. The Parties agree to pay their respective attorneys' fees, and further agree that any Claim, mediation, and/or arbitration (including the materials, proceedings, and existence thereof) are Confidential Information.
- 14.5.5.** Notwithstanding the foregoing, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2.2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy, and each Party agrees that, in the event of such breach or threatened breach, the other Party will be entitled, prior to any request for mediation, to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 14.6. Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Labster. Any purported assignment or delegation in violation of this Section will be null and void. In the event of assignment by Labster, upon Notice thereof to Customer, Customer shall have the one-time right to terminate all Orders and this Agreement within thirty (30) days of receipt of such Notice with no further liability hereunder, and receive a prorated refund of any prepaid Fees from the effective date of such termination through the end of the applicable Access Period. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- 14.7. Export Regulation.** The Parties shall comply with all applicable federal and international laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the EU, UK, and US.
- 14.8. Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following termination, for any reason, neither Party shall directly or indirectly solicit, encourage, or attempt to hire or engage any employee of the other Party to become employed by the Party, or to become engaged as a contractor or

subcontractor except through the other Party, without the other Party's prior written consent, except that either Party shall not be precluded from hiring any employee who: (a) initiates discussions regarding such employment without any direct or indirect solicitation by the Party; (b) responds to any public advertisement placed by the Party; or (c) has been terminated by the other Party prior to commencement of employment discussions between the Party and such employee.

14.9. Relationship of the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the Parties. The Parties shall at all times be and remain independent contractors. Except as expressly agreed to by the Parties in writing or in this Agreement, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party, or to bind the other Party in any respect whatsoever.

14.10. Binding Effect and Third-Party Beneficiaries. Except if specifically stated in this Agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.11. Public Announcements. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that Labster may, without Customer's prior written consent, include Customer's name and other indicia in solely in its lists of Labster's current or former customers of Labster in promotional and marketing materials.

14.12. Nondiscrimination. The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including, but not limited to, the Americans with Disabilities Act, the Rehabilitation Act of 1973, and Title IX, as may be amended from time to time. Each Party represents and warrants that it does not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against all individuals based on their race, color, religion, sex, or national origin.

14.13. Accessibility of the Services. Labster agrees to continue to use reasonable commercial efforts to provide the Services in an accessible manner as described at <https://www.labster.com/accessibility/>, which may be updated from time-to-time.

14.14. No Rule of Strict Construction. This Agreement will be deemed jointly chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against either Party. No provision of this Agreement will be interpreted in favor of, or against, either of the Parties by reason of such Party having drafted such provision or this Agreement.

14.15. Titles and Headings; Clerical Errors. The title and section headings of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. Clerical errors are subject to correction by mutual agreement of the Parties.

14.16. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral. In the event of any inconsistency between the

statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, including its Exhibits and any other documents referenced herein; and (b) second, any Order. For the avoidance of doubt, no other documents provided by the Customer in relation to its purchase and use hereunder or with any Order, such as a purchase order, which is used for administrative purposes only, or its purchase terms and conditions, will have any effect and will be null and void.

14.17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together are deemed to be one and the same agreement.

14.18. Survival. All provisions which by their nature and context impose continuing obligations on Party or both Parties shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

Labster

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SERVICE LEVELS AND SUPPORT

1. **Service Levels.** Subject to the terms and conditions of this Agreement, Labster will use commercially reasonable efforts to make the Services available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar quarter during the Term (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any of the Exceptions described below in Section 2 (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the Services to meet the Availability Requirement. “**Available**” means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.
2. **Exceptions.** For purposes of calculating the Availability Requirement, the following are “**Exceptions**” to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User, or access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Customer's or its Authorized User's internet connectivity; (c) Force Majeure Event; (d) failure, interruption, outage, or other problem with any Customer Systems, or other matter not supplied by Labster pursuant to this Agreement; (e) Scheduled Downtime (as defined below); or (f) disabling, suspension, or termination of the Services pursuant to Section 2.4 of the Agreement.
3. **Scheduled Downtime.** Labster will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services between the hours of 7AM and 10AM GMT; and (b) give Customer at least twenty-four (24) hours prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).
4. **Support Services.** The Services include Labster's standard customer support services (“**Support Services**”) available at <https://help.labster.com/en> (or a successor website address), via email to customer.support@labster.com, or via the live chat function within the Services. Support Services resolution times are dependent on the severity level that the Labster support team assigns to the request. Labster will use commercially reasonable efforts to resolve reported issues within the applicable Request Resolution Time (as set forth in Section 4.2 below) for the severity level of the issue, as set forth below:
 - 4.1. **Response and Resolution.**
 - 4.1.1. **Problem Severity Levels 1 and 2.** If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Labster will:
 - 4.1.1.1. Promptly escalate the request to Labster’s technical support management;
 - 4.1.1.2. Continue to take all available actions which will most expeditiously resolve the request;
 - 4.1.1.3. Provide timely reports to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and
 - 4.1.1.4. Provide increasing levels of technical expertise and Labster management involvement, as needed, in finding a solution to the request until it has been resolved.
 - 4.1.2. **Problem Severity Levels 3 and 4.** If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Labster will nonetheless continue to work to resolve the request in an expeditious manner.

4.2. Technical Support Problem Severity Levels.

4.2.1. Problem Severity Level 1.

Description: This Problem Severity Level is associated with: (a) one or more components of the Services are non-functional or not accessible; (b) unauthorized exposure of all or part of the Customer Data; or, (c) loss or corruption of all or part of the Customer Data.

Request Response Time: One (1) business day

Request Resolution Time: Two (2) business days

4.2.2. Problem Severity Level 2.

Description: This Problem Severity Level is associated with significant and/or ongoing interruption of an Authorized User's use of one or more components of the Services and for which no acceptable work-around is available.

Request Response Time: One (1) business day

Request Resolution Time: Ten (10) business days

4.2.3. Problem Severity Level 3.

Description: This Problem Severity Level is associated with minor and/or limited interruption of an Authorized User's use of one or more components of the Services.

Request Response Time: Two (2) business days

Request Resolution Time: On a case-by-case basis as determined by Labster in its sole discretion.

4.2.4. Problem Severity Level 4.

Description: This Problem Severity Level is associated with general questions pertaining to the components of the Services, or other issues which are not included in Problem Severity Levels 1, 2, or 3.

Request Response Time: Two (2) business days

Request Resolution Time: On a case-by-case basis as determined by Labster in its sole discretion.

4.3. Data Backup. Notwithstanding Labster's obligations set forth in Section 8.1 of the Agreement, the Services do not replace the need for the Customer to maintain regular data backups or redundant data archives. LABSTER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

4.4. Minimum System Requirements. Operating the Services requires minimum system requirements detailed at: <https://help.labster.com/en/articles/1077008-what-are-the-minimum-system-requirements-for-labster-simulations>. Such requirements may be updated from time-to-time as provided for at such, or its successor, page.

AMENDED - Regular Meeting

Wednesday, August 11, 2021 5:30 PM

Hybrid - Videoconference, Teleconference, and in-Person, 1050 Chicken Ranch Road, San Elizario, TX 79849

1. GENERAL FUNCTIONS

A. Call Meeting to Order

The meeting was called to order at 5:30 p.m.

B. Roll Call

All board trustees were present for the board meeting. Superintendent Dr. Jeannie Meza-Chavez was also in attendance.

C. Pledge of Allegiance

D. San Elizario ISD Mission Statement

Mrs. Licon recited the District's Mission Statement.

2. OPEN FORUM (five minute limit)

No items were presented in Open Forum.

3. DISTRICT RECOGNITIONS

A. Introduction of Ms. Sandra Rico - Assistant Principal, Sambrano Elementary School

Principal, Mr. Ernesto Siegel, introduced the new Assistant Principal for Sambrano Elementary School. Mr. Siegel stated that it has been a pleasure working with Mrs. Rico. She is very knowledgeable, and they both have a great working relationship.

Ms. Sandra Rico thanked the Board and the Superintendent for the opportunity and stated that they are working harder than ever.

The Board congratulated Mrs. Rico on her new position.

B. Classroom Fund Grantees

Superintendent, Dr. Jeannie Meza-Chavez, announced that nine San Elizario ISD teachers received a combined \$9,000.00 worth of supplies by applying for the Classroom Grant funds. Dr. Meza-Chavez stated that she was very proud of those teachers who applied for this grant that is made available for all teachers by the Paso del Norte Foundation.

Four grant recipients spoke to the Board of their experience and thanked administration for the support they continue to receive.

- C. San Elizario High School Volleyball Team receive 2021 USMC / AVCA Team Academic Award

Athletic Director, Ms. Christine Jaksch, introduced Volleyball Coach, David Desrosiers, and congratulated him and the team on being the recipients of the 2021 USMC/AVCA Team Academic Award.

Coach Desrosiers thanked the Board and Superintendent for the support he continues to receive. Coach Desrosiers stated that he was extremely proud of his team as they continue to be successful not only on the volleyball court but in the classroom as well.

The volleyball team was introduced and given certificates.

The Board congratulated the coach and team for their accomplishment.

4. EXECUTIVE SESSION

The Board entered into a closed meeting at 7:41 p.m. to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

- A. Discussion on Employee / Board / Superintendent Communication

- B. Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates.

- C. Discussion regarding Superintendent's employment contract and evaluation instrument for Superintendent's evaluation

5. The Board returned to open session at **9:41 p.m.** to take possible action on the matters discussed in Executive Session

8. I. - Consider and possible Board Action on renewal of lease agreement between San Elizario ISD and Organizacion Progresiva of San Elizario

Mrs. Sandra Licon asked for a motion to table item 8.I.

Mrs. Michelle Garcia made a motion to table item 8.I.
Mr. Chavez seconded the motion. 6-yes and 1-no.
Motion passed.

- A. Discuss and Take Appropriate Action Related to Entering into an Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates.

Legal Counsel, Mrs. Priscilla de Mata, proposed the following motion: To Authorize the Superintendent to enter into an Interlocal Agreement with other El Paso County school districts and like entities to participate and intervene in Public Utility Commission of Texas (PUC) Proceeding, PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates, authorize the hiring of special counsel at the law firm of Husch Blackwell LLP to represent the District in the matter, and to commit an amount to pay for legal fees, expert fees, and expenses in that matter, not to exceed the District's corresponding portion proportionate to its kilowatt usage.

Mrs. Myrna Hernandez made the motion as proposed.
Mr. Fernie Madrid seconded the motion. Motion passed.

- B. Discussion and possible action to approve evaluation instrument for Superintendent's annual evaluation.

Legal counsel, Mrs. Priscilla de Mata, proposed a motion to direct legal counsel to address and confirm questions discussed in Closed Session as they relate to the superintendent evaluation instrument.

Mr. Fernie Madrid made a motion to go with legal counsel's recommendation. Mrs. Myrna Hernandez seconded the motion. Motion passed.

6. NEW BUSINESS / BOARD ACTION ITEMS

- A. Consider and take action on TASB Delegate and Alternate Designation

Mrs. Licon proposed a motion to select Mr. Fernie Madrid for TASB Delegate and Mr. Eduardo Chavez for Alternate.

A motion was made by Mrs. Myrna Hernandez to select Mr. Fernie Madrid for the TASB Delegate and Mr. Eduardo Chavez for Alternate. Mrs. Garcia seconded the motion. Motion passed.

- B. Discuss and consider adoption of an Order authorizing the issuance of Unlimited Tax Refunding Bonds, Series 2021, establishing sale parameters, authorizing the execution of a Bond Purchase Contract and an Escrow Agreement; approving an Official Statement; and enacting other provisions relation to the subject.

Mrs. Michelle Garcia made a motion to adopt the Order authorizing the issuance of Unlimited Tax Refunding Bonds, Series 2021, establishing sale parameters, authorizing the execution of a Bond Purchase Contract and an Escrow Agreement; approving an Official Statement; and enacting other provisions relation to the subject. Mr. Eduardo Chavez seconded the motion. Motion passed.

- C. Discussion and Presentation on the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding

Chief Financial Officer, Mr. Norberto Rivas, presented the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding.

Mrs. Michelle Garcia stated that she would like to see a higher percentage of monies to be used towards loss of learning. After further discussion, the board of trustees asked that a higher of percentage of monies be allocated towards loss of learning, mental health and behavioral supports, and student enrichment and afterschool programs.

Mr. Norberto Rivas stated that new numbers could be presented to the Board for their consideration. The Board of Trustees agreed that an employee retention of \$1000.00 could be used in recalculating the distribution of funding in the presented areas.

- D. Public Hearing and Input on the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding

No public comments were presented.

7. PRESENTATION / REPORTS / INFORMATION

- A. Mission: Progressing Together Parent Meetings (Information)

- B. Texas Education Agency (TEA) approved the 2021 - 2022 provisional designation application for San Elizario High School as a provisional Early College High School (ECHS) (Information)
- C. Guidance on the End of the Open Meetings Act Suspension Order (Information)

Legal Counsel, Mrs. Priscilla de Mata, provided guidance to the board regarding upcoming board meetings.

- D. Special Education Noncompliance identified through Targeted Review (Information)
- E. Curbside Meal Service Update (Information)
- 8. CONSENT AGENDA - Consider and possible Board action on
 - A. Financial Reports
 - 1. Tax Report
 - 2. Financial Statements
 - 3. Investment Report
 - B. Resolution stating review of investment policy, investment strategies and designation of investment officer
 - C. Resolution for selection and approval of authorized investments and financial institutions
 - D. Resolution approving independent sources for investment training
 - E. Resolution authorizing the purchase of certificates of deposit
 - F. Discussion and possible action to approve purchase of hot spots and related services for student use for a term of 10 months at a cost to the district of \$67,200.00, fully reimbursable to the district through the E-Rate program for Emergency Connectivity Fund, ECF Form No. Form# ECF202107353.
 - G. Memorandum of Understanding between El Paso Community Action Program Project BRAVO, Inc. and San Elizario ISD
 - H. CFES Brilliant Pathways, Region 19 and San Elizario ISD MOU Agreement
 - I. Consider and possible Board Action on renewal of lease agreement between San Elizario ISD and Organizacion Progresiva of San Elizario
 - J. Interlocal Agreement Addressing Barriers to Broadband Adoption
 - K. POLICY UPDATE #117 (Second Reading)
 - CH (LOCAL) - PURCHASING AND ACQUISITION
 - CV (LOCAL) - FACILITIES CONSTRUCTION
 - DEC (LOCAL) - COMPENSATION AND BENEFITS: LEAVES AND ABSENCES
 - L. Consider approval of minutes for the following:

1. July 14, 2021 - Regular Board Meeting

M. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to administrative discretion and by any reasonable means.

1. Technology Department

Mrs. Michelle Garcia made a motion to move item 8I - Consider and possible Board action on renewal of lease agreement between San Elizario ISD and Organizacion Progresiva into Executive Session to seek legal counsel. Mrs. Myrna Hernandez seconded the motion. Motion passed.

Mrs. Myrna Hernandez made a motion to accept consent agenda items 8.A. through 8.M. with removing item 8.I. Mrs. Michelle Garcia seconded the motion. Motion passed.

9. NEXT MEETING DATE:

Regular Board Meeting: September 8, 2021, at 5:30 p.m.

Special Board Meeting: September 15, 2021, at 5:30 p.m.

10. Adjournment

A motion was made by Mr. Fernie Madrid to adjourn the meeting. Mr. Eduardo Chavez seconded the motion. Motion passed. **Time: 9:43 p.m.**

Board Secretary

Board President



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director-Support Services
Subject: August 2021 Non Technology Fixed Asset Discards
Date: September 8, 2021

HISTORY: Campuses and departments periodically replace obsolete, broken or non-repairable items. We assist campuses and departments in removing these items to maximize space and minimize unnecessary item accumulation.

RATIONALE: To prevent unnecessary accumulation of obsolete, broken or non-repairable fixed assets at all our campuses and in departments, discard requests are now submitted on a monthly basis until further notice.

BUDGET IMPACT: No budget impact

ADMINISTRATIVE RECOMMENDATION: For the Board of Trustees to declare the listed fixed assets as surplus or discards and authorize administration to sell or dispose of by any reasonable means.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



Fixed Asset Discard List

Other CNS Department

Excell

Loya

Campus

(Please Check Appropriate Campus)

SE High School

Middle School

Alarcon

Borrego

Sambrano

| | Room# | Description | Tag Number | Qty | Comments / Reasons |
|----|--------------------|-------------------|------------|-----|-------------------------------|
| 1 | Old Maintance Shop | Convention Oven | 2600005415 | 1 | not working/keeping for parts |
| 2 | Old Maintance Shop | Warmer reach thru | 2600005416 | 1 | not working/keeping for parts |
| 3 | Old Maintance Shop | Oven Steamer | 2600005417 | 1 | not working/keeping for parts |
| 4 | Old Maintance Shop | Oven Steamer | 2600005418 | 1 | not working/keeping for parts |
| 5 | D106 (Loya) | True Freezer | 1011040317 | 1 | not working/keeping for parts |
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Date:

28-Jul-21

Signature

Authorized Campus

Raul Jacques