

# Agenda of Regular Meeting

## The Board of Trustees

**San Elizario ISD: A Proud Community of Champions – Soaring to Excellence!**

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A Regular Meeting of the Board of Trustees of San Elizario ISD will be held in person on Wednesday, May 8, 2024, beginning at 5:30 PM SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849.

Although one or more board members may participate by videoconference call, a quorum of the Board of Trustees will be physically present at this location for purposes of this meeting and in conformance with the Texas Open Meetings Act. All persons in physical attendance must comply with current state and local public health orders, including those regarding face masks/coverings, maintain at least 3 feet of social distance from one another, and remain in compliance with any other state and local public health orders issued in connection with the Covid-19 Pandemic. One or more of the vendors being considered at this meeting may appear through video conference call / Microsoft Teams / Zoom. Any such presentation will be visible and audible to anyone attending the open meeting.

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 [acardonajr@seisd.net](mailto:acardonajr@seisd.net) at any time prior to the board meeting time.

Public comment shall occur at the beginning of the meeting and shall follow all other requirements and limitations under SEISD Board Policy BED (Local).

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. All items on the consent agenda shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration.

1. **GENERAL FUNCTIONS**

Mr. Eduardo Chavez, Board President

A. Call Meeting to Order

B. Roll Call

C. The Pledge of Allegiance

San Elizario ISD Student

6

D. Texas Pledge of Allegiance

San Elizario ISD Student

7

E. **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.

Mr. Eduardo Chavez, Board President

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

3. **DISTRICT RECOGNITIONS**

- A. Recognition of Student Athletes and Coaches  
Mr. Cesar Morales, Executive Director Athletics
  - 1. TASC0- High School Boys Soccer 4A Head Coach of the Year - Coach Max Sappenfield
  - 2. San Elizario High School District Coaches of the Year
    - a. Coach Angel Gonzalez - Varsity Softball
    - b. Coach Arturo Gonzalez - Varsity Boys Basketball
    - c. Coach Miguel Mendez - Varsity Girls Soccer
  - 3. San Elizario ISD Athletic Trainers and Sports Medicine III Students
  - 4. San Elizario High School - Track & Field Girls Varsity 4A District and Area Champions
  - 5. San Elizario High School - Track & Field Boys Varsity 4A Area Champions
  - 6. San Elizario High School - Varsity Softball Team - Back-to-Back Bi-District Champions
  - 7. San Elizario High School Varsity Tennis District Champions
  - 8. San Elizario High School Varsity Golf Team - Regional Qualifiers and 3rd place
- B. Recognition of 3rd Annual Literacy Anthology Ecos ancestrales: Embracing Our Roots
  - 1. District Coordinators - Ms. Anna Alvarez and Ms. Georgina Diaz  
Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent
  - 2. Top Winners  
Ms. Anna Alvarez, Instructional Officer, and Ms. Georgina Diaz, Instructional Officer
- C. Recognition of Class of 2024 Graduating Migrant Students  
Ms. Beatriz Apodaca, Federal and Special Programs Coordinator, and Ms. Lynda Vargas
  - 1. Alexa Oliva
  - 2. Sebastian Stephenson Gordillo
- D. Recognition of San Elizario High School - UIL Academic Regional Qualifiers  
Ms. Jasmine Lozano, Student Activities Manager
- E. Recognition of Spanish Spelling Bee Winners  
Mr. Josue Palomino, Instructional Officer
- F. Recognition of San Elizario High School Band Student - Winter Guard International World Championship - Winds Independent A Class Champion - Elianna Ramirez  
Mr. Troy Enriquez, Principal, San Elizario High School, and Mr. Alejandro Perez, Band Instructor, San Elizario High School
- G. Recognition of Ann M. Garcia-Enriquez Middle School Concert Band Students - Division 1 Rating - Riverside Young Band Festival Competition  
Mr. Richard Salcido, Principal, Ann M. Garcia-Enriquez Middle School and Mr. Alejandro Perez, Band Director, Ann M. Garcia-Enriquez Middle School
- H. Recognition of Teacher and Employee of the Month for Josefa L. Sambrano Elementary School  
Ms. Susana Frescas, Principal, Josefa L. Sambrano Elementary School
  - 1. Ms. Nanette Raulston - Teacher of the Month
  - 2. Ms. Anahi Galvan - Employee of the Month
- I. Recognition of Teacher Incentive Allotment Designation Recipients  
Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent
- J. Recognition of District & Campus Parent Liaisons  
Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent
- K. Recognition of National School Nurse Day 2024  
Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent
- L. Recognition of School Communicators - Mr. Horacio Hernandez and Ms. Perla Magallon  
Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent

M.	Recognition of Instructional Officers and Instructional Specialists Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent	
N.	Recognition of 2024 Charles Butt Foundation Raising School Leaders Finalist - Mr. Richard Salcido, Principal, Ann M. Garcia-Enriquez Middle School Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent	
4.	<b>NEW BUSINESS / BOARD ACTION ITEMS</b>	
A.	Student Outcome Goals	
1.	Josefa L. Sambrano Elementary School - Monitoring Student Progress Ms. Susana Frescas, Principal, Josefa L. Sambrano Elementary School	8
B.	Discussion on TASB - Building Condition Assessment and Asbestos Testing Results for district facility located at 1444 Main Street, San Elizario, TX 79849 Mr. Jesus Martinez, Executive Director Support Services	17
C.	Discussion and possible Board action to nominate officers for the Far West Texas School Boards Association Board of Trustees	32
D.	Discussion and possible Board action to nominate a Trustee for the Region 19 seat on the TASB Board Board of Trustees	36
5.	<b>CONSENT AGENDA - Consider and possible Board action on</b>	
A.	Financial Reports Mr. Norberto Rivas, Chief Financial Officer	
1.	Tax Report	56
2.	Financial Statements	58
3.	Investment Report	64
4.	Budget Amendment	75
5.	Purchase Orders exceeding \$25,000	
a.	PO# 51093 - AREDI Enterprises - \$142,998.17	77
b.	PO# 51094 - EP Big Media, Inc - \$32,850.00	80
c.	PO# 51104 - Excel Energy Group, Inc - \$100,000.00	82
d.	PO# 51124 - Caldwell Country Chevrolet - \$46,135.00	84
B.	Consider and possible Board action to approve final payment to EP Big Media, Inc. for the SEHS jumbotron PO#48446 Mr. Norberto Rivas, Chief Financial Officer	86
C.	Consider and possible Board action to approve the Sun City Musical Arts Facility Use Agreement Dr. Rogelio Segovia, Associate Superintendent, and Mr. Kevin Elizalde, San Elizario High School Director of Bands	89
D.	Consider and possible Board action to approve the Diamond Towers V LLC Site Marketing Agreement Mr. Horacio Hernandez, Executive Director Technology	92
E.	Consider and possible Board action to approve Goal Progress Monitoring Ms. Lisa Renegar, Research and Evaluation Administrator	
1.	<b>GPM 2.3 - Grade 3 Reading Growth</b> Ms. Lisa Renegar, Research and Evaluation Administrator	<b>151</b>
F.	Consider and possible Board action to approve the 2024 Summer School Schedule Dr. Rogelio Segovia, Associate Superintendent	156

G.	Consider and possible Board action to approve the Resolution in Support of School Communicators Day Dr. Jeannie Meza-Chavez, Superintendent	160
H.	Consider and possible Board action to approve the Resolution in Support of School Nurses Day Dr. Rogelio Segovia, Associate Superintendent	161
I.	Consider approval of minutes for the following: Board of Trustees	
	1. April 17, 2024 - Regular Board Meeting	162
6.	<b>PRESENTATION / REPORTS / INFORMATION</b>	
A.	Meal Service Update (Information) Mrs. Agueda Reyes, Executive Director Child Nutrition Services	170
B.	Board of Trustees Communication Follow-Up Matrix (Information) Link: <a href="https://seisdnet-my.sharepoint.com/:w:/g/personal/jmeza-chavez_seisd_net/EXp5mmc3pjxPtjoepCuMEnQBgr7-Pbuv834ZAwYuaMYEeg">https://seisdnet-my.sharepoint.com/:w:/g/personal/jmeza-chavez_seisd_net/EXp5mmc3pjxPtjoepCuMEnQBgr7-Pbuv834ZAwYuaMYEeg</a> Dr. Jeannie Meza-Chavez, Superintendent, and Mr. Horacio Hernandez, Executive Director Technology	171
7.	<b>EXECUTIVE SESSION</b> 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 on Employee / Board / Superintendent Communication	
8.	<b>THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION</b>	
9.	<b>NEXT MEETING DATE:</b> Tuesday, May 21, 2024 at 7:30 a.m. - Board Campus Visits Wednesday, June 5, 2024 at 5:30 p.m. - Health Insurance and Budget Workshop Wednesday, June 12, 2024, at 5:30 p.m. - Regular Board Meeting Tuesday, June 25, 2024 at 5:30 p.m. - Budget Adoption and Instructional Workshop	
10.	<b>ADJOURNMENT</b>	

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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.

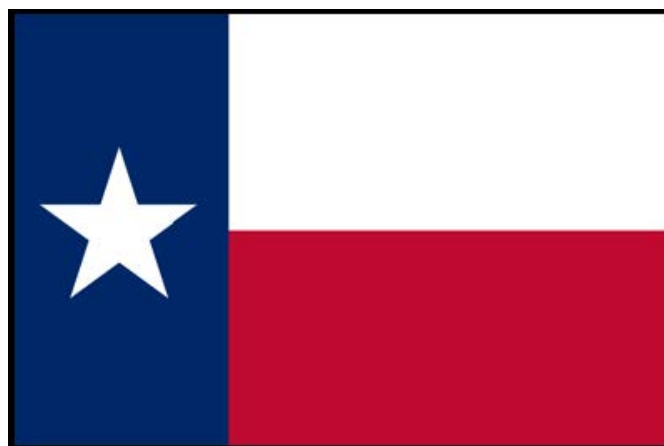
Should any final action, decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

- (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.



**I PLEDGE ALLEGIANCE TO THE FLAG  
OF THE UNITED STATES OF AMERICA,  
AND TO THE REPUBLIC FOR WHICH  
IT STANDS, ONE NATION UNDER GOD,  
INDIVISIBLE, WITH LIBERTY AND  
JUSTICE FOR ALL.**

"Honor the Texas  
flag; I pledge  
allegiance to  
thee, Texas, one  
state under God,  
one and  
indivisible."



# Josefa L. Sambrano Elementary

We, the faculty and staff at Josefa L. Sambrano, are committed to creating a secure and positive learning environment in which students are encouraged to develop intellectually, physically, socially, and emotionally.

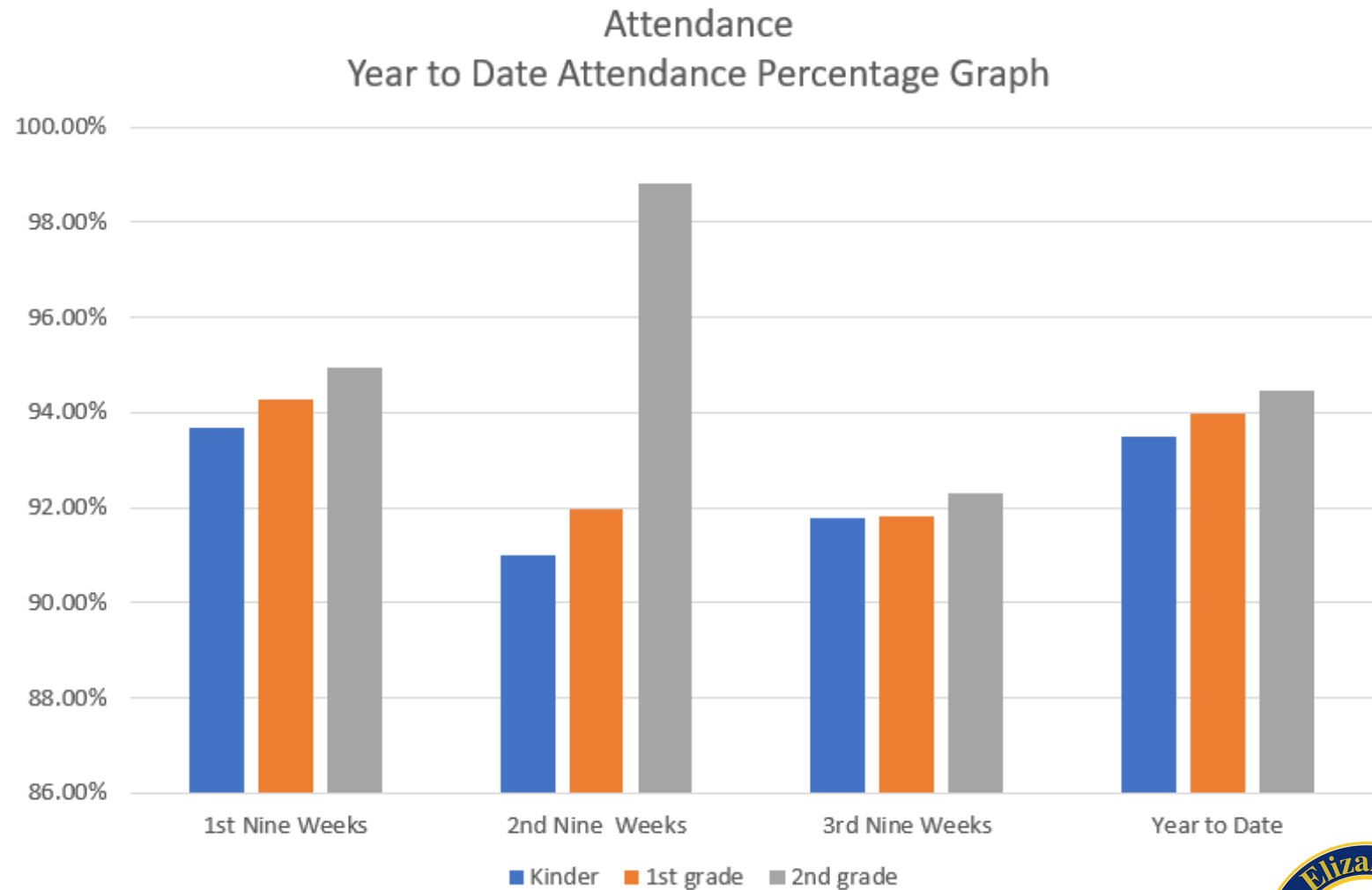
2023 – 2024  
#SEISDPeoplePassionPurpose

## Progress Monitoring



# Attendance

August-April



# Attendance

1. Who has the lowest attendance percentage?

Kindergarten is at 93.49%.

2. Which circumstances surrounded attendance struggles for that grade level and what is being done about it? **We saw a drop in attendance for the month of December due to students getting ill with various viruses.**

Calls are being made to parents by our attendance clerk and our assistant principal. Further actions taken are warning letters, 45-day plans, and in some cases court. For those who are in the hospital, our campus nurse contacts the parent to check on their well-being. For extreme absences, our counselor and social worker have conducted a well check visit to inquire if they can be of assistance. There is also an attendance grade level competition with incentives for motivation.

3. Why is attendance higher for some grade levels?

The average attendance is comparable, the older students are more resilient and fend off illnesses more.

4. Which changes will happen based on the data? **We will continue heavily enforcing and communicating the importance of attendance and tardiness to our families. We will recognize students at every 9-weeks award assemblies and continue with the monthly attendance challenges.**

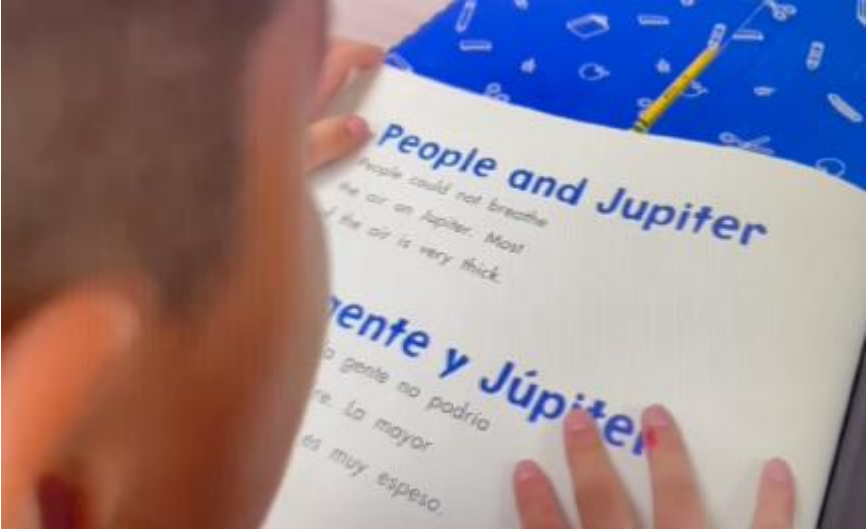
5. How can the Board of Trustees help to improve attendance?

A suggestion that would be beneficial is creating a video where the board members thank the parents for enrolling students in our district and promoting the importance of attendance. Then, upload the videos to the District and School websites.



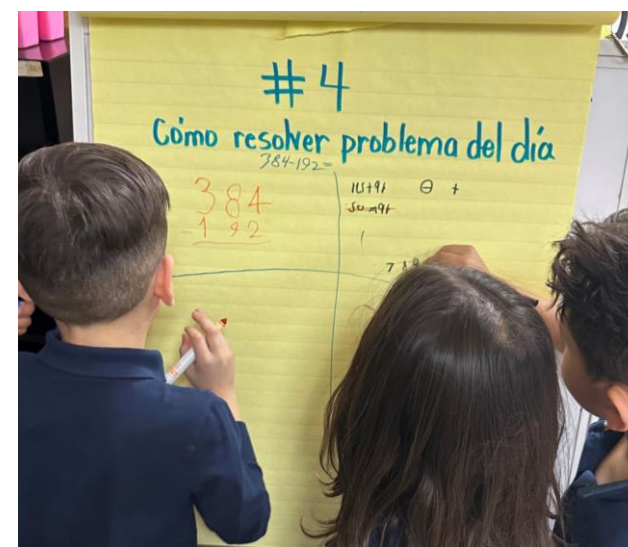
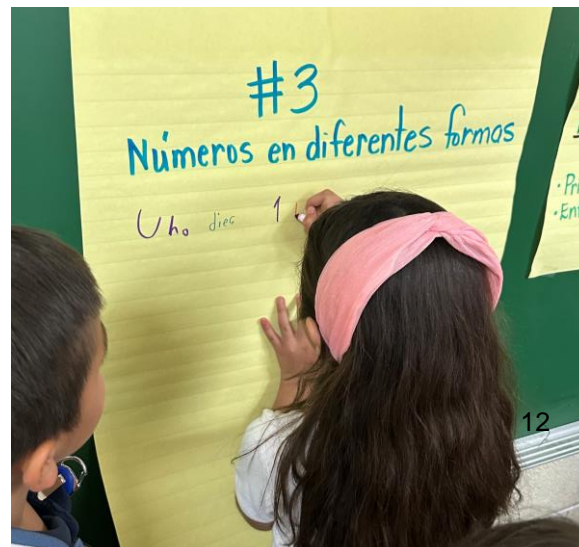
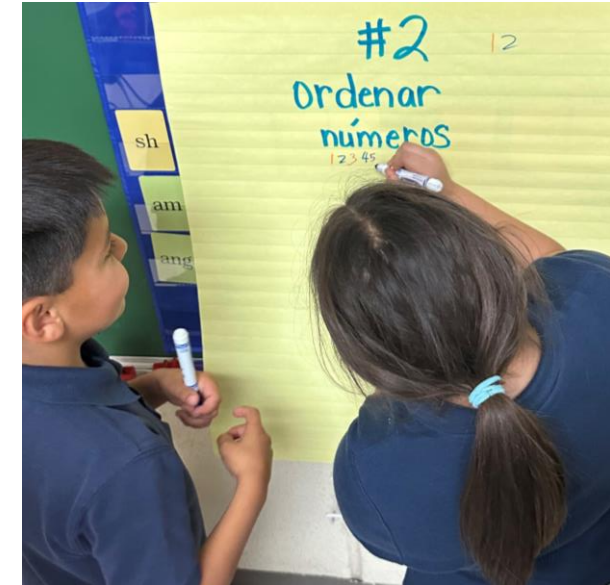
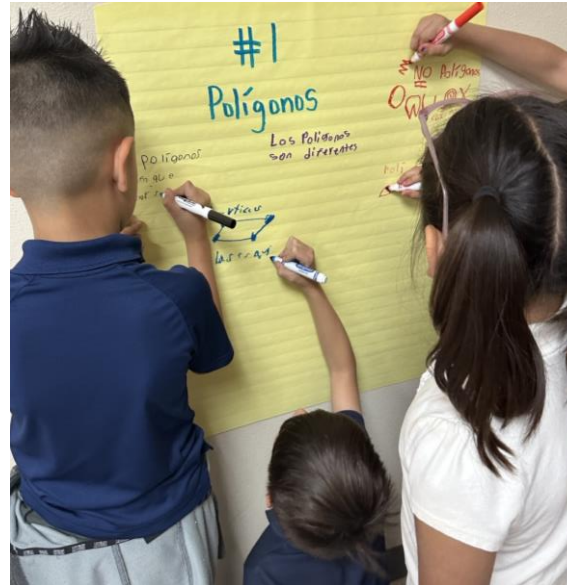
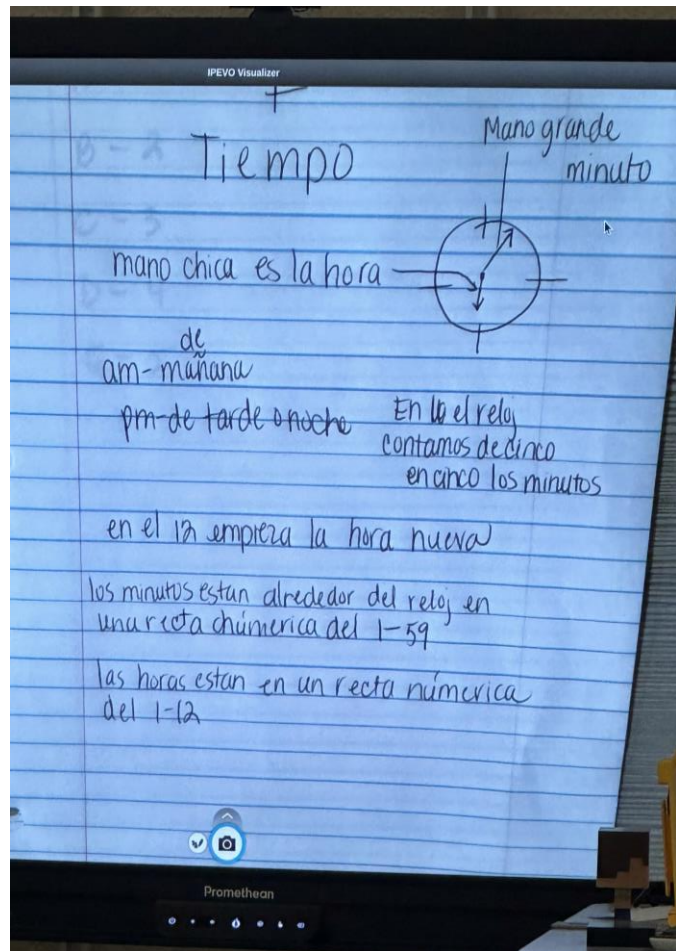
# Reading Showcase

Kindergarten and 2<sup>nd</sup> grade dual language students reading in English and Spanish.



# 2<sup>nd</sup> Grade Math Showcase

Lesson: Countdown to STAARdom Benchmark Review



#PeoplePassionPurpose

# Parent Involvement:

- Volunteer in making decorations for different events
- Monthly family literacy sessions
- GT Family Night
- Holiday programs
- Informative meetings for parents
- Mother's Day dance (during P.E.)
- Neon Dance (after school)
- Thanksgiving luncheon
- Volunteer in the library
- Boys and girls club family events
- Library ribbon cutting ceremony
- Award ceremonies
- Dual language night
- Parent teacher conferences
- Committees: LPAC & SBDM
- Feedback on campus parent compact and policy



#PeoplePassionPurpose

# School Website

<https://www.seisd.net/Domain/12>

The screenshot shows the website for Josefa L. Sambrano Elementary School. The top navigation bar includes links for HOME, IMPORTANT DOCUMENTS, EXTRACURRICULAR ACTIVITIES, RESOURCES, STAFF, FAMILY, CONTACT US, and CALENDAR. The school's name and tagline "Education at an Exemplary Level" are displayed, along with a tiger logo. A search bar and utility links for "District Home", "Schools", "Translate", and "Users" are also present.

The main content area features a large banner with the text "REGISTER FOR THE NEW SCHOOL YEAR" and "REGISTRESE PARA EL NUEVO AÑO ESCOLAR". Below this, logos for six schools are shown: San Elizario High School, Ann M. Garcia-Enriquez Middle School, Lorenzo Alarcon Elementary School, Alonzo Borrego Sr. Elementary School, Josefa L. Sambrano Elementary School, and Lorenzo G. Loya Primary School.

Registration dates are listed as follows:

- \* Friday, April 19, 2024 from 8:00 a.m. to 4:00 p.m.
- \* Wednesday, April 24, 2024 from 8:00 a.m. to 4:00 p.m.

A "Read more..." button is located at the bottom left of the banner. The footer of the banner reads "Registration day".



# School Showcase



**EST. 1994**  
**JOSEFA L.**  
**SAMBRANO**  
**ELEMENTARY**  
**SCHOOL**

**2023-2024**  
**SCHOOL YEAR**

15



*#PeoplePassionPurpose*

# Josefa L. Sambrano Elementary

We, the faculty and staff at Josefa L. Sambrano, are committed to creating a secure and positive learning environment in which students are encouraged to develop intellectually, physically, socially, and emotionally.

2023 – 2024  
#SEISDPeoplePassionPurpose

## Questions ?





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, Executive Director-Support Services  
**Subject:** Discussion on TASB-Building Condition Assessment and Asbestos Testing Results for district facility located at 1444 Main Street, San Elizario, Texas 79849  
**Date:** May 8, 2024

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**HISTORY:** On November 8, 2023, during the regular Board meeting, and during discussion on item 4.D, on the tour of the district building located at 1444 Main Street, San Elizario, Texas 79849, the Board asked administration to obtain a comprehensive inspection of the building's condition to include asbestos testing.

**RATIONALE:** The purpose of this item is to inform the Board of the building condition results provided by TASB facility services. **Summary:** building was built in 1978, the facility is in poor condition and is in need of maintenance and repair of various building components. The roof should be replaced due to age and substantial degranulation, roof supports should be closely inspected and repaired at the time of roof replacement. Interior finishes should be updated. Updates to the building to comply with the Americans with Disabilities Act is needed. Safety and security enhancements should be considered. In all, the interior of the facility is in poor condition and should be substantially renovated if the district plans on utilizing this facility moving forward. *With the extensive renovations needed to the building, the district should consider demolition and construction of a new facility.*

**Asbestos testing results:** No Asbestos was found in any samples taken from the interior of the building. On the exterior, only one sample, from the roof came back positive, that sample came from the sealant used to seal the edges of the roofing tar paper. The building can be occupied, there are no concerns because the only positive test is from the roof. However, if the building will be demolished or the roof replaced, additional testing and asbestos abatement for the roof will need to be performed.

**BUDGET:** No budget impact at this time.

**ADMINISTRATIVE RECOMMENDATION:** For the Board of trustees to direct administration on the next steps the Board would like to take regarding the building located at 1444 Main Street, San Elizario, Texas 79849 based on the information provided.


**Please check one:**  For approval  Report / Information only  Recognition only  
 Attachment Included

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# Condition Assessment

## System Rating Score

 Good condition

 Fair condition

 Poor condition

(or will require attention in near future  
3-10 years)

(or will require attention now 0-2  
years)

### Exterior



**Exterior Structure:** Exterior stucco should be repaired and repainted.



**Foundation:** Seal slab from water intrusion.



**Roofing:** Replace wooden roof support. Evidence of rotted beams, trusses, soffits, and fascia was observed. Full extent of the damage is unknown and is assumed to be throughout the roof system. Roof system is of unknown age and is in poor condition. The roof is past its useful life expectancy and should be replaced.



**Parking/Traffic:** Restripe parking lot and ADA van parking with appropriate signage.



**Site:** No issues observed.



**Doors:** Refinish exterior metal doors and update door hardware to meet ADA compliance. Refinish metal garage doors. Replace interior door hardware and refinish doors.



**Windows:** Replace exterior windows with energy efficient double pane window systems.

### Interior



**Interior Structure:** Evidence of water intrusion, possibly from underneath the slab was observed in the office area. The source of water should be identified, water intrusion solved, and slab repaired. Repair and refinish interior stucco finish. Refinish interior wallboard surfaces. Refinish interior wood paneling. Repaint interior wallboard ceilings. Replace lay in ceiling tile with 2x2 lay in ceiling tile system.



**HVAC/Plumbing:** Replace plumbing fixtures that do not meet ADA compliance or water efficiency standards. Investigate septic system and update as necessary. Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report.



**ADA:** ADA Van parking space and signage is needed. Door hardware needs to be replaced to meet ADA compliance. All interior restrooms need to be updated to meet ADA compliance. The two exterior entrance restrooms meet ADA compliance.



**Furnishings and Fixtures:** Replace fixed furnishings in poor condition. Replace movable furnishings in poor condition.



**Electrical:** Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report. Outdated electrical systems should be updated. Replace light fixtures with LED light fixtures and install lighting control system. Replace branch wiring.



**Safety/Security:** See Safety & Security recommendations on the Facility Details page.



**Flooring:** Replace older, soiled, and damaged carpet. Replace worn and damaged floor tiles. Repair damage to flooring in bay and reseal.

## Priority Projects

See Safety & Security recommendations on the Facility Details page.

Identify water intrusion issue with concrete slab and repair.

Seal slab from water intrusion.

Replace plumbing fixtures that do not meet ADA compliance or water efficiency standards.

Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report.

The roof is past its useful life expectancy and should be replaced.

Replace wooden roof support.

Restripe parking lot and add an ADA Van parking space and signage.

Door hardware needs to be replaced to meet ADA compliance.

All interior restrooms need to be updated to meet ADA compliance.

Outdated electrical systems should be updated.

Replace branch wiring.

## Additional Projects, if Funds Become Available

Exterior stucco should be repaired and repainted.

Repair and refinish interior stucco finish.

Refinish interior wallboard surfaces.

Refinish interior wood paneling.

Repaint interior wallboard ceilings.

Replace lay in ceiling tile with 2x2 lay in ceiling tile system.

Replace fixed furnishings in poor condition.

Replace movable furnishings in poor condition.

Replace light fixtures with LED light fixtures and install lighting control system.

Refinish exterior metal doors and update door hardware to meet ADA compliance.

Refinish metal garage doors.

Replace interior door hardware and refinish doors.

Replace exterior windows with energy efficient double pane window systems.


Replace older, soiled, and damaged carpet.


Replace worn and damaged floor tiles.


Repair damage to concrete flooring in bay and reseal.


## Educational Adequacy Assessment


System Rating Score


 Adequate Spaces

 Needs Improvement

 Not Adequate

 **Occupant Flow:** Occupant flow within the facility is poor. The back of the facility can be entered through the bay with no connectivity between the offices.

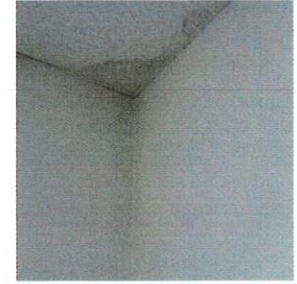
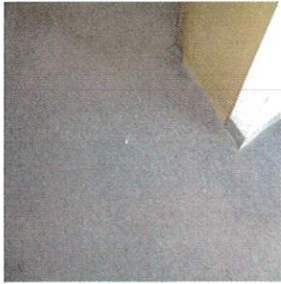
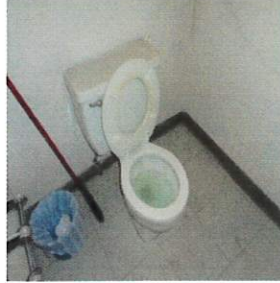
 **Administration:** Administrative spaces are in poor condition. The interior finishes should be replaced or refinished.

 **Security:** See Safety & Security recommendations on the Facility Details page.

### Actions to Improve the Educational Environment

The old firehouse does not serve as an educational environment.

### Site Photos



● None

● Minor/Moderate

● Major

TYPE (AS APPLICABLE)	% OF BUILDING/QTY	LEVEL OF ACTION	% OF SYSTEM OR FINISH	AUTOMATED BUDGET ESTIMATE	NOTES
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SUBSTRUCTURE

Foundations

● Standard Foundations	100%	Moderate	100%	\$39,770.97	Seal slab from water intrusion.
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SHELL

Superstructure

● Floor Construction Concrete	100%	Major	50%	\$105,393.08	Evidence of water intrusion, possibly from underneath the slab was observed in the office area. The source of water should be identified, water intrusion solved, and slab repaired.
● Roof Construction Wood	96%	Replace	100%	\$460,433.62	Replace roof wood support. Evidence of rotted beams, trusses, soffits, and fascia was observed. Extent of the damage is unknown and cost is assuming extensive damage.

Exterior Enclosure

● Exterior Walls Masonry	100%	Minor	100%	\$39,651.66	Exterior stucco should be repaired and repainted.
● Exterior Windows Aluminum/Steel	3	Replace	100%	\$6,276.84	Replace exterior windows with energy efficient double pane window systems.
● Exterior Doors Wood	4	Replace	100%	\$13,568.98	Replace exterior wooden doors with metal doors and frames.
● Exterior Doors Hollow Metal	6	Minor	100%	\$12,720.92	Refinish exterior metal doors and update door hardware to meet ADA compliance.
● Exterior Doors Overhead Metal Garage	2	Minor	100%	\$508.83	Refinish metal garage doors.

Roofing

● Roof Coverings Asphalt Shingle	96%	Replace	100%	\$74,992.43	Roof system is of unknown age and is in poor condition. The roof is past its useful life expectancy and should be replaced.
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INTERIORS

Interior Construction

● Partitions Framed	28%	None	0%	\$0.00	
● Partitions Masonry	52%	None	0%	\$0.00	
● Interior Doors Wood	11	Minor	100%	\$19,590.22	Replace interior door hardware and refinish doors.
● Interior Doors Hollow Metal	1	Minor	100%	\$1,780.92	Replace interior door hardware and refinish door.

Interior Finishes

● Wall Finishes Paint on Masonry	53%	Minor	110%	\$5,193.77	Repair and refinish interior stucco finish.
● Wall Finishes Wallboard	24%	Minor	100%	\$1,928.09	Refinish interior wallboard surfaces.
● Wall Finishes Wood Paneling	3%	Minor	100%	\$282.33	Refinish interior wood paneling.
● Wall Finishes Ceramic Tile	2%	None	0%	\$0.00	
● Floor Finishes Carpet / Soft Surface	31%	Replace	100%	\$10,632.53	Replace older, soiled, and damaged carpet.
● Floor Finishes Resilient Tile	5%	Replace	100%	\$1,244.03	Replace worn and damaged floor tiles. Assuming the floor tiles are asbestos containing. Lab results will confirm that.
● Floor Finishes Polished Concrete	39%	Moderate	100%	\$7,310.89	Repair damage to flooring in bay and reseal.
● Floor Finishes Ceramic Tile	6%	None	0%	\$0.00	
● Ceiling Finishes Wallboard	48%	Minor	100%	\$6,044.23	Repaint interior wallboard ceilings.
● Ceiling Finishes Lay-In Ceiling Tile	32%	Replace	100%	\$10,213.18	Replace lay in ceiling tile with 2x2 lay in ceiling tile system.

SERVICES

Plumbing

● Plumbing Fixtures	13	Replace	62%	\$30,051.94	Replace plumbing fixtures that do not meet ADA compliance or water efficiency standards.
● Domestic Water Distribution	100%	Replace	100%	\$47,725.17	Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report. Cost is for full replacement.
● Sanitary Waste	100%	Replace	110%	\$9,055.85	Inspect and repair or replace septic system as necessary.

HVAC

● Energy Supply	100%	None	0%	\$0.00	
● Cooling Generating Systems Component of air handler	100%	None	0%	\$0.00	
● Distribution Systems Ductwork	100%	None	0%	\$0.00	
● Controls & Instrumentation	100%	Replace	100%	\$26,147.57	Update HVAC system controls.

Electrical

● Electrical Service & Distribution	100%	Replace	100%	\$38,277.61	Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report. Cost is for full replacement.
● Lighting and Branch Wiring	100%	Replace	100%	\$84,956.49	Replace light fixtures with LED light fixtures and install lighting control system. Replace branch wiring.
● Communications & Security Voice / Data System	0%	None	0%	\$0.00	
● Communications & Security Clock / Intercom System	0%	None	0%	\$0.00	
● Communications & Security Closed Circuit Surveillance	100%	None	100%	\$10,525.16	Install closed circuit surveillance system.
● Communications & Security Access Control System	100%	None	100%	\$9,439.61	Install access control card system at exterior entrances.
● Communications & Security Intrusion Alarm System	100%	Replace	100%	\$7,079.70	Consider updating intrusion alarm system.
● Communications & Security Fire Alarm / Detection	100%	None	100%	\$20,059.17	Install fire alarm/detection system.
● Communications & Security Lighting Control System	100%	None	100%	\$7,551.68	Install lighting control system with new lighting.

EQUIPMENT & FURNISHINGS

Equipment

● Institutional Equipment Restroom Accessories/Stalls	0.076	Moderate	100%	\$501.75	ADA compliant grab bars are needed in interior access restrooms.
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Furnishings

● Fixed Furnishings	36%	Replace	100%	\$14,834.69	Replace fixed furnishings in poor condition.
● Movable Furnishings	32%	Replace	100%	\$30,589.87	Replace movable furnishings in poor condition.

**BUILDING SITE WORK**

**Site Improvements**

● Parking Lots	1065	Minor	100%	\$2,078.09	Restripe parking lot and ADA van parking with appropriate signage.
● Pedestrian Paving	1442	None	0%	\$0.00	
● Site Development	219	None	0%	\$0.00	

**Site Mechanical Utilities**

● Water Supply Domestic	150	Replace	100%	\$13,209.40	Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report. Cost is for full replacement.
● Sanitary Sewer	150	Replace	100%	\$9,144.97	Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report. Cost is for full replacement.
● Fuel Distribution	150	None	0%	\$0.00	

**Site Electrical Utilities**

● Electrical Distribution Service	100%	Replace	100%	\$12,125.01	Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report. Cost is for full replacement.
● Electrical Distribution Generator	0%	None	0%	\$0.00	
● Exterior Site Lighting (pole)	4	None	100%	\$33,038.63	Install additional exterior site lighting.
● Site Communications & Security	100%	None	0%	\$0.00	

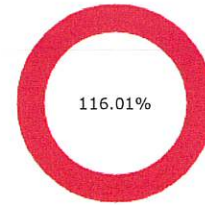
**Safety & Security Improvements**

1. Update intrusion alarm system.
2. Replace exterior wooden doors with metal doors.
3. Install fire alarm system.
4. Install access control system.
5. Install closed circuit surveillance system.
6. Update signage directing visitors.

**Condition Budgets**

Physical Condition Budget Sub-Total	\$1,223,930.04
Budgeted Development Costs	\$465,093.41
Physical Condition Budget TOTAL	\$1,689,023.46
Cost with Escalation to 2025	\$1,959,267.21
Cost with Escalation to 2026	\$2,037,637.90
Cost with Escalation to 2027	\$2,119,143.42
Replacement Budget	\$1,688,874.30
Physical Condition Budget (FCI)	116.01%

**Facility Condition Index**





# San Elizario ISD



## Old Firehouse

### Roof Assessment - Roof

Roof Assessment	
Area ID	Roof
Approx. Sq. Ft.	3,700
Type of Roof	Asphalt Shingle
Reported Age	1990
Slope	Medlum
Condition Detail	
Visible Damage	Major
Debris & Dirt	No Issues
Fading or Chalking	Minor
Surface Degradation	Major
Expansion Joints	Poor
Edges / Lap Joints	Poor
Flashings	Poor
Firmness, Bubbles, Fasteners	Fair
Ponding	No Issues
Trees Over / On Roof	No Issues
HVAC /Pipe Supports	Minor
Number of Penetrations	
Approx SF of Penetrations	
Feature Detail Condition	
Roof Drain Pipe Condition	N/A
Debris @ RD / Scupper / Overflow	N/A
Debris In Gutters	N/A
Gutters Condition	N/A
Downspout Condition	N/A
Soffit	Poor
Fascia	Poor
Parapet	Fair
Skylights/Hatches	N/A
Interior/Supporting Surfaces	
Indication of Leaks	Major
Ceiling Condition	Fair
Perimeter Wall Condition	Fair
Rafters/Trusses/Deck Condition	Fair
Other	
Assessment Results	
Overall Condition Grade	Poor
Remaining Life	0 Years
Immediate Action Required	Yes
Replacement Cost Factor	25.62
Replacement Cost	<del>94</del> 94,794.00

## Priority Projects

### Old Firehouse

See Safety & Security recommendations on the Facility Details page

Identify water intrusion Issue with concrete slab and repair

Seal slab from water intrusion

Replace plumbing fixtures that do not meet ADA compliance or water efficiency standards

Building mechanical systems 30 years of age or older should be closely inspected and repaired or replaced per report

The roof is past its useful life expectancy and should be replaced

Replace wooden roof support

Restripe parking lot and add an ADA Van parking space and signage

Door hardware needs to be replaced to meet ADA compliance

All interior restrooms need to be updated to meet ADA compliance

Outdated electrical systems should be updated

Replace branch wiring

## Additional Projects, if Funds Become Available

### Old Firehouse

Exterior stucco should be repaired and repainted

Repair and refinish Interior stucco finish

Refinish interior wallboard surfaces

Refinish interior wood paneling

Repaint interior wallboard ceilings

Replace lay in ceiling tile with 2x2 lay in ceiling tile system

Replace fixed furnishings in poor condition

Replace movable furnishings in poor condition

Replace light fixtures with LED light fixtures and install lighting control system

Refinish exterior metal doors and update door hardware to meet ADA compliance

Refinish metal garage doors

Replace interior door hardware and refinish doors

Replace exterior windows with energy efficient double pane window systems

Replace older, soiled, and damaged carpet

Replace worn and damaged floor tiles

Repair damage to concrete flooring in bay and reseal

Facility Dashboard, and its Facility Condition Assessment ("FCA") assumes "like for like" system(s). It does not take into consideration design changes or code upgrades. The Facility Condition Index (FCI) is a standard facility metric that evaluates a facilities identified deficiencies against the replacement cost of the entire facility to arrive at a replacement cost ratio. Our cost estimates are in current day dollars and should be used for planning purposes only. We encourage and recommend review and updating of your construction scope and estimates prior to seeking funding.



May 1, 2024

San Elizario ISD  
 1050 Chicken Ranch Road  
 San Elizario, TX 79849

## Sample Report for San Elizario ISD

On 03/05/2024, a TASB Asbestos Inspector/Management Planner (TDSHS License No. 205721, enclosed) conducted a sample survey of one or more campuses in your district. These laboratory results should be included in your asbestos management plan.

## Alacron Park Storage

### Main

Area	Material	Sample Location	Amount
Maon Roof	Black roofing tar	Roof	10% Chrysotile
Bathroom	12: Floor tile, white and blue	Flooring	0% No Asbestos
Exterior	MCU	Walls	0% No Asbestos
Exterior	Mortar for bricks	Walls	0% No Asbestos
Exterior	Pink stucco	Walls	0% No Asbestos
Maon Roof	Composite roofing material	Roof	0% No Asbestos
Maon Roof	Silver caulking, sealant	Roof	0% No Asbestos
Parking Bay	Ceiling dry wall	Ceiling	0% No Asbestos
Parking Bay	Fibrous ceiling insulation, pink	Ceiling	0% No Asbestos
Parking Bay	Carpet padding	Flooring	0% No Asbestos
Parking Bay	Ceramic floor tile, brown	Flooring	0% No Asbestos
Parking Bay	Slab	Floors	0% No Asbestos
Parking Bay	Drywall	Walls	0% No Asbestos
Parking Bay	Fibrous wall board	Walls	0% No Asbestos
Parking Bay	White, interior stucco	Walls	0% No Asbestos
Parking Bay Roof	Fibrous roofing underlay	Roof	0% No Asbestos
Parking Bay Roof	Tar paper	Roof	0% No Asbestos
Restroom (off of storage)	Ceramic floor tile	Flooring	0% No Asbestos
Small bay (in parking bay)	Ceramic floor tile, tan	Flooring	0% No Asbestos
Storeroom (off of parking bay)	2x4' Ceiling tile, white with large fissures and large pinholes	Ceiling	0% No Asbestos
Storeroom (off of parking bay)	12" Floor tile, white and blue	Flooring	0% No Asbestos
Storeroom (off of parking bay)	Carpet, grey	Flooring	0% No Asbestos

Area	Material	Sample Location	Amount
Storeroom (off of parking bay)	Drywall, textured	Walls	0% No Asbestos
Storeroom (off of parking bay)	Joint compound	Walls	0% No Asbestos
Throughout	4" Cove base, silver	Base of walls	0% No Asbestos
Throughout	2x4' Ceiling tiles, white with large fissures	Ceiling	0% No Asbestos
Throughout	Popcorn ceiling texture	Ceiling	0% No Asbestos
Throughout	Carpet, brown	Flooring	0% No Asbestos
Throughout	Powdery substance under carpet	Floors	0% No Asbestos
Throughout	HVAC Duct Insulation, yellow	HVAC closet	0% No Asbestos
Throughout	Drywall, white textures	Walls	0% No Asbestos
Throughout	Joint Compound	Walls	0% No Asbestos

If any asbestos containing materials were identified, they should be monitored during the six-month periodic surveillance activities until renovation or damage condition warrants removal.

If you have any questions or need additional information, please call me at 800-580-8272.

Sincerely,

<u>Environmental Specialist</u>	<u>Date</u>
Robert Placek	05/01/24

## Inspector Licensure & Certification

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### License

License Type: Asbestos Inspector

Number: 205721

Expiration: 10/4/2024

### License

License Type: Asbestos Management Planner

Number: 205721

Expiration: 11/11/2024

### Certification

Certification Type: Asbestos Inspector

Number: 232874217

Expiration: 10/4/2024

### Certification

Certification Type: Asbestos Management Planner

Number: 231254217

Expiration: 10/4/2024

# Far West Texas School Boards Association Officer Nomination Form

District	
Chair	
Vice-Chair	
Secretary/Treasurer	

Nominations for officers shall be made by members of the Association at least thirty days prior to the election of officers. The consent of each candidate must be obtained before his/her name is placed in nomination. Self-nominations are acceptable. Additional nominations may be made from the floor provided the consent of the candidate has been obtained before his/her name is placed in nomination.

# **FAR WEST TEXAS SCHOOL BOARDS ASSOCIATION BYLAWS**

Ratified February 1984

## **ARTICLE I - NAME**

The name of this association shall be Far West Texas School Boards Association.

## **ARTICLE II - ORGANIZATION**

The Far West Texas School Boards Association shall be associated with Education Service Center - Region 19 as a council, and the location of the principal office of the organization shall be in the headquarters of the Education Service Center.

## **ARTICLE III - PURPOSES**

This organization is established for the following purposes:

- A. To identify current problems of concern to Far West Texas school districts: to disseminate information and analysis to members; and to promote the exchange of information and analysis among members;
- B. To provide a forum for the consideration of problems facing Far West Texas school districts;
- C. To promote quality education in the member school districts;
- D. To provide growth opportunities to all regional school board members and potential school board members. and;
- E. To provide a forum with state legislators and state school board members for the purpose of providing and receiving information and sharing educational concerns.

## **ARTICLE IV - POLICIES**

Section 1. This association shall be educational and shall be developed through conferences, committees, and projects.

Section 2. This association shall be non-commercial, non-sectarian, and non-partisan. No commercial enterprise and no candidate shall be endorsed by it. Neither the name of the association nor the names of its officers in their official capacities shall be used in any connection with a commercial concern or with any partisan interest or for any purpose other than the regular work of the organization.

Section 3. This association may cooperate with other organizations and agencies active in education and child welfare, such as conference groups and coordinating councils, provided they make no commitments which bind their member groups.

Section 4. This organization shall be advisory and shall not include authority over the internal administration of any group or local board.

## **ARTICLE V - MEMBERSHIP**

- A. Eligibility: Membership is limited to public school districts and the education service center in the Education Service Center - Region 19 geographical region. Those organizations shall become members when the bylaws of the association are ratified by their board at an official meeting of the board.
- B. Renewal of Membership: Member boards will vote each year on their continued participation in the association.
- C. Dues: Any dues for membership shall be determined at the spring meeting of the Association and will be based on an approved budget of the association.

## **ARTICLE VI - MEETINGS**

At least five meetings of the association shall be held each year. Special meetings may be called by the Chairperson of the association or by three member districts of the association as per official action of each respective board.

## **ARTICLE VII - OFFICERS AND THEIR ELECTION**

Section 1. The officers of the association shall be a Chairperson, Vice-Chairperson, and a Secretary-Treasurer. These officers shall be elected at the spring meeting of the association. Officers shall serve for a term of two years and shall remain in office until their successors are elected. No officer shall be eligible for the same office for more than one term consecutively. The Immediate Past Chairperson shall provide advice and leadership to the newly elected officers regarding past practices and other matters to assist the officers in governing the Association. The Immediate Past Chairperson shall support the Chairperson and the Vice-Chairperson on an as-needed basis. The Vice-Chairperson will perform the duties of the Chairperson in the absence or disability of the Chairperson.

Section 2. Nominations for officers shall be made by members of the Association at least thirty days prior to the election of officers. Nomination forms will be sent to all member districts requesting their candidates for nomination for the specific offices in January of each year. The consent of each candidate must be obtained before his/her name is placed in nomination. Additional nominations may be made from the floor provided the consent of the candidate has been obtained before his/her name is placed in nomination.

Section 3. Each participating local board will nominate by June one representative and alternate to become part of the coordinating committee. The representative chosen by the district may also be a FWTSBA officer. Representatives will serve 2 years as coordinating committee members. As members of the coordinating committee no more than 2 meetings/year may be missed.

## **ARTICLE VIII - COMMITTEES**

Coordinating Committee: This committee shall be composed of the officers of the association and one representative from each of the participating school districts' boards. The coordinating committee shall be responsible for determining the meeting dates and agendas for the association meetings, appointing the Nominating Committee, adopting an annual budget for the association, and setting membership dues. The coordinating committee will meet no less than 5 times per year. The Chairperson has the authority to establish Ad-Hoc Committees as the need arises.

## **ARTICLE IX - VOTING**

Voting shall be one vote for each member of each school district and education service center.

## **ARTICLE X - AMENDMENTS TO BYLAWS**

These Bylaws may be amended at any regular meeting of the association by a two-thirds vote of the members present and voting, provided that notice of the proposed amendment has been given at the previous regular meeting, or provided that copies of the proposed amendment have been sent to member boards at least fifteen days prior to the regular meeting.

## **ARTICLE XI - PARLIAMENTARY AUTHORITY**

The rules contained in Robert's Rules of Order Revised shall govern this association in all cases in which they are applicable, and in which they are not inconsistent with these bylaws.

Revised and Approved: 11/3/2021



## ACTIVE MEMBER DIRECTOR NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

### CANDIDATE INFORMATION

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

Our school district's board of trustees understands:

1. *The candidate must have served at least 18 months, in the aggregate, on the local board by December 31 of the TASB election year.*
2. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
3. *The local board's nomination shall also serve as its candidate endorsement for that TASB Director position.*
4. *A TASB Director's attendance at TASB Board meetings is important.*
5. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME (of officer): \_\_\_\_\_

TITLE (of officer): \_\_\_\_\_

### WILLINGNESS TO SERVE (to be completed by the candidate)

I, \_\_\_\_\_, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region \_\_\_\_, Position \_\_\_\_.

\_\_\_\_\_  
Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

**Form A, B, & C, must be received by TASB on or before July 1, 2024.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)**



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

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

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ RESIDENCE PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

LOCAL TERM EXPIRES: \_\_\_\_\_ YEARS ON BOARD: \_\_\_\_\_  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES \_\_\_ NO \_\_\_

BOARD POSITIONS HELD (including dates): \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

CURRENT EMPLOYER: \_\_\_\_\_ DATES: \_\_\_\_\_

EDUCATION-HIGH SCHOOL: \_\_\_\_\_ COLLEGE: \_\_\_\_\_

OTHER EDUCATION: \_\_\_\_\_ DEGREES: \_\_\_\_\_

HOBBIES/SPECIAL INTERESTS: \_\_\_\_\_

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): \_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please attach a short bio and include a current picture in jpeg format.**





8. Describe a critical or serious challenge that your board has faced and tell us about your contributions to the resolution.

9. Excluding public school finance, what do you think are top issues facing public education today? Elaborate on why you think they are critical issues.

10. Describe your involvement at TASB grassroots meetings and/or regional school board association meetings.

11. Additional information: What else would you like for the Committee to know about you?

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(Signature of candidate)

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(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

**Form A, B, & C must be received by TASB on or before July 1, 2024.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)**

**Interviews will be held at TASB Headquarters in Austin on September 6-7, 2024.**

## INSTRUCTIONS FOR TASB BOARD NOMINATIONS

### About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

### How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Candidate biographical sketch
- C. Candidate questionnaire

**The completed materials must be received by TASB no later than Monday, July 1, 2024.** Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received, contact Lysa Hoelscher at **800.580.8272, extension 2976, or [lysa.hoelscher@tasb.org](mailto:lysa.hoelscher@tasb.org)**.

### The Next Steps

By July 3, a list of all candidates running for the position will be posted on the TASB website.

The candidate endorsement process runs Wednesday, July 3–Thursday, August 29, 2024. During this time, Active Members may endorse one nominated individual from their TASB regions. If a majority of the Active Members of a region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, of the Active Members of a region endorse a candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

The Nominations Committee will meet Friday, September 6–Saturday, September 7, at TASB Headquarters in Austin to interview candidates and develop a slate of nominees for the Delegate Assembly. The nominated individual will be notified of the time for the interview. Expenses incurred, including lodging and transportation, for the interview are the responsibility of the individual or his or her school district.

If you have questions or need further information, please contact Lysa Hoelscher at **800.580.8272, extension 2976, or [lysa.hoelscher@tasb.org](mailto:lysa.hoelscher@tasb.org)**.

We appreciate your participation in this nomination process.

**Texas Association of School Boards  
Board of Directors Nominations—Frequently Asked Questions**

**1. *Who elects the TASB Board of Directors?***

The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA/TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

**2. *Who makes up the Delegate Assembly?***

Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Legislative Advisory Council members on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

**3. *Who is an Active Member of TASB?***

Active Members are local public school boards and education service center boards that have paid current annual dues.

**4. *What is the composition of the TASB Board?***

The 44-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

**5. *What are the responsibilities of the TASB Board?***

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

**6. *How are TASB Board positions determined, and why do some TASB Regions have more than one representative?***

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

- a. **Large District Members**—An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board. Currently, 10 districts qualify as large district members: Austin ISD, Conroe ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Frisco ISD, Houston ISD, Katy ISD, and Northside ISD-Bexar County.
- b. **Regional Members**—Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member.

**7. *Does a TASB Director have to be a member of a local school board?***

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

**8. *How do districts know when to nominate an individual for a position on the TASB Board?***

On or before April 30, the board president, superintendent, and superintendent secretary of each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

**9. *How does an Active Member nominate an individual?***

Active Members have until July 1 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed nominations forms, provided by the Association, are received by TASB:

- (1) Form A, Active Member's Nomination and Willingness to Serve form  
*The candidate must have served at least 18 months, in the aggregate, on the local board by December 31 of the TASB election year.*
- (2) Form B, Candidate's Biographical Sketch
- (3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an e-mail acknowledging the candidacy.

**10. Can an Active Member nominate more than one individual for a position?**

No.

**11. Can an individual be a candidate for more than one position?**

No.

**12. What is the endorsement period, and how does an Active Member endorse a nominated individual?**

The endorsement period is open July 3–August 29 and is an opportunity for regions to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the **Nominations Committee cannot accept endorsements acted on before July 3** or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received by TASB on or before August 29.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA/TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

**13. How can candidates contact Active Members in their TASB Regions for endorsements?**

Upon request, TASB will provide a mailing list to candidates.

**14. How are vacancies on the TASB Board filled throughout the year?**

The TASB Board can fill vacancies that occur during the year. The board president and superintendent of each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

**15. *What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?***

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, wealth per student, and other factors, such as gender and ethnicity.

The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting a candidate for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

**16. *Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?***

The candidate's local board typically pays. This is not a TASB expense.

**17. *Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?***

Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from his or her region, he or she may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by July 1, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

**18. *When are Active Members notified of the official slate of Director and Officer nominees?***

The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 29 deadline for Director candidate endorsements and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

**19. *What happens if a nominee is unable to serve?***

The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

**20. *Can candidates in contested races campaign for Delegate votes?***

Yes, within certain limits, candidates in contested races can campaign for Delegate votes.

- a. *Distribution of Materials***—A candidate can distribute a biographical document on a single sheet of paper no larger than 8-1/2 inches by 14 inches by placing the document on the tables in the caucus meeting rooms organized by the Board and/or the tables in the Delegate Assembly Hall before the start of the Assembly. No buttons or other forms of campaign paraphernalia will be distributed or worn by individuals in these caucus meetings or in the Assembly Hall.
- b. *Solicitation of Votes***—Candidates are prohibited from soliciting votes in the vicinity of the Delegate Assembly Hall and at the TASB Board meeting. Other than that, candidates are not prohibited from campaigning elsewhere.
- c. *Campaigning at the Delegate Assembly itself***—Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly Hall, at the entrance to the hall, or on the floor of the Assembly.

**21. *Will nominees be allowed to speak at the Delegate Assembly?***

Yes, speeches are allowed in contested races and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

**22. *At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?***

All Delegates of the Assembly may cast a vote in each contested position.

**23. *How are votes cast, tallied, and reported?***

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

**24. *How is the Teller Committee selected?***

The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

**25. *How are the winners determined?***

The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a run-off election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

**26. *When do the terms of newly elected Directors and Officers begin?***

The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

**27. *When does the TASB Board meet?***

The TASB Board meets four times a year (December, spring, summer, and Convention).

**28. *Who pays the Director's expenses to attend meetings?***

In accordance with TASB Board Policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA/TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

**29. *Whom do I contact for more information?***

Contact Lysa Hoelscher at 800.580.8272, extension 2976 or [lysa.hoelscher@tasb.org](mailto:lysa.hoelscher@tasb.org).

## ARTICLE VI. BOARD OF DIRECTORS

### SECTION 1. ASSOCIATION REGIONS.

The Association Regions shall correspond to the ESC region boundaries.

### SECTION 2. QUALIFICATIONS, NOMINATION, ENDORSEMENT, AND ELECTION OF DIRECTORS.

A. Each voting Director shall be a trustee currently serving on an Active Member school board, except as provided below:

(1) The President and the Immediate Past President, holding office in accordance with Article VII, Section 2A.

(2) The ESC *ex officio* Director, selected in accordance with Article VI, Section 4F.

B. A trustee seeking nomination for a Director position must have served at least 18 months, in the aggregate, on the trustee's school board as of December 31 of the TASB election year. No Active Member shall have more than one candidate running for a Director position before the Delegate Assembly, even if more than one Director position is subject to an expiring term or vacancy within the Active Member's Region. No person shall be a candidate for more than one Director position in an election before the Delegate Assembly.

C. For purposes of this section, an Active Member whose school district's average daily attendance (ADA) meets the requirements of Article VI, Section 4C(1), shall be treated as an Association Region and referred to in these Bylaws as a Large District. Except as provided in Article VI, Section 9, if a Large District Active Member has no trustee who satisfies the minimum school board service requirement or no trustee interested in serving on the Board, the Large District Director position will remain vacant until an eligible candidate is presented to TASB for nomination.

D. Nominations and endorsements shall be accepted in accordance with the following requirements, in chronological order within the time frames and deadlines set out in Board policy:

(1) Active Members in any Association Region in which there are expiring terms or vacancies in Director positions shall be notified by the date established through Board policy that the Active Member may nominate one of its trustees as a candidate for a Director position in which the term is expiring or a vacancy exists within the Active Member's Region.

(2) The Nominations Committee's chair, or designee, shall have received the following in writing in the Austin office of the Association by the deadline established through Board policy:

(a) The Active Member's nomination, in such form as required by the Association, which shall include a verification by the Active Member's board president or other board officer as to the date of board action.

(b) Candidate information required by the Association, which shall include (i) the candidate's written confirmation of his or her intent to be nominated as a candidate and willingness to serve if elected, (ii) biographical information, and (iii) responses to the questionnaire(s) developed by the Association.

(3) A listing of all candidates running for Director positions shall be sent to the superintendent and board president of each Active Member in each Association Region in which there are any expiring terms or vacancies in Director positions by the date established through Board policy. The candidate listing also shall be posted on the Association's website. Candidates, Directors, Delegates, and Active Members shall be subject to any campaign protocols or regulations established through Board policy.

(4) Active Member endorsements of candidates shall be received in the Austin office of the Association by the deadline established through Board policy in order for such endorsements to be considered. An Active Member may endorse only one candidate for each open Director position within its Association Region. Only candidates who have complied with the requirements of Article VI, Section 2D(2), may be endorsed. Endorsements adopted by an Active Member before the Association sends the list of candidates pursuant to Article VI, Section 2D(3), or endorsements that are not on the endorsement form provided by the Association in a given year shall not be accepted. An Active Member's nomination of one of its trustees [Article VI, Section 2D(2)] shall be considered the Active Member's endorsement for that Director position.

(5) If a majority of the Active Members in an Association Region endorses the same candidate, that candidate shall be elected to the Director position and shall take office at the completion of the final official session of the annual convention during the year in which the Director was elected.

(6) If no candidate receives endorsements from a majority of the Active Members in the candidate's Association Region [Article VI, Section 2D(4)], the official annual Delegate Assembly list of nominees shall include the following:

(a) Candidates nominated by the Nominations Committee [Article VIII, Section 2H].

(b) Candidates receiving endorsements from at least 25 percent but less than a majority of the Active Members in an Association Region.

(7) Thereafter nominations may be made by the candidate's Delegate, provided the following conditions are met:

(a) The candidate's nomination was submitted in compliance with Article VI, Section 2D(2).

(b) The candidate interviewed with the Nominations Committee, unless the Committee waived the need for an interview based on criteria set out in Board policy.

(c) The candidate's intent and consent to run for the position by this alternate means is received in the Austin office of the Association five days prior to the annual Delegate Assembly.

E. Except for a Director position filled in accordance with Article VI, Section 2D(5), the official annual Delegate Assembly list of nominees shall be prepared by the Nominations Committee as provided in these Bylaws [Article VIII, Section 2I]. The election shall comply with these Bylaws and any rules and procedures adopted for the Delegate Assembly at the start of the meeting. Such rules and procedures may allow uncontested nominees to be deemed elected without a vote.

F. If there is more than one nominee for a Director position, the nominee receiving the majority of the votes of the Delegates shall be elected. If no nominee receives a majority vote of the Delegates, a runoff election shall be conducted between the two nominees receiving the greater numbers of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

SECTION 3. DUTIES. The Board shall supervise, control, and direct affairs of the Association in accordance with the Articles of Incorporation, Bylaws, beliefs, and Advocacy Agenda approved by the Delegate Assembly. The Board shall:

A. Actively promote the mission, beliefs, and purposes of the Association.

B. Adopt the Association's budget and have discretion in the disbursement of the Association's funds.

C. Receive any devise, bequest, donation, or gift — either for real or personal property — and hold the same in absolute title or in trust; and invest, reinvest, and manage such property consistently with the mission and purposes of the Association.

D. Establish such Board policies as it deems appropriate in fulfilling its responsibilities under these Bylaws.

E. Appoint such agents as it may consider necessary.

SECTION 4. COMPOSITION.

A. The Association's governing body shall be composed of Directors from Large Districts or Association Regions. No Active Member shall have more than one individual serving on the Board.

B. All Directors shall represent their respective Association Regions, except the President, President-Elect, and Immediate Past President.

C. By virtue of student enrollment, individual Active Members or Association Regions may be eligible for a Director position as follows:

(1) (a) Not more than 14 Active Members shall be entitled to Large District Director positions. To qualify for a Large District Director position, the Active Member shall have had at least 1.25 percent of the total state ADA for two consecutive school years. If more than 14 Active Members qualify for Large District Director positions under this provision, the 14 Active Members with the largest ADA shall qualify.

(b) If the Active Member's ADA falls below 1.25 percent of the total state ADA for two consecutive school years or if an Active Member has qualified for a Large District Director position and that Active Member is no longer one of the 14 school districts with the ADA required under Article VI, Section 4C(1)(a), the Active Member's entitlement to a Large District Director position shall end with the expiration of the current representative's term.

(2) (a) An Association Region shall be entitled to Regional Director positions for each 4.25 percent or fraction thereof of the total state ADA contained within the Association Region for two consecutive school years and after the ADA of each Active Member qualifying for a position by virtue of Article VI, Section 4 C(1), has been subtracted. Notwithstanding the foregoing, an Association Region shall be entitled to no more than three Regional Director positions.

(b) If an Association Region becomes entitled to multiple positions by this provision and then fails to sustain sufficient ADA for the entitlement over two consecutive school years, a Regional Director position shall be eliminated as follows:

- i. If a vacancy exists in the Regional Director position, that position shall be eliminated.
- ii. If there is more than one vacancy in the Regional Director positions, the vacant position with the first expiring term shall be eliminated.
- iii. If there is no vacancy in the Regional Director positions, the existing position with the first expiring term within the Region shall be eliminated at the end of that term.
- iv. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year, the position being held by the individual with the least tenure as a Regional Director shall be eliminated at the end of that term.
- v. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year and being held by individuals with the same tenure, there shall be a drawing of lots to determine which Regional Director position shall be eliminated at the end of the term.

D. All calculations under this section shall be based on ADA data furnished by the Texas Education Agency available as of April 1 preceding the annual Delegate Assembly.

E. The Executive Director shall be a nonvoting *ex officio* Director and shall not be counted in the quorum of the Board.

F. The ESC boards shall be represented by one voting *ex officio* Director selected by a process and for a term prescribed by guidelines established by the ESC boards, but shall not be counted in the quorum of the Board.

## SECTION 5. DURATION OF OFFICE.

A. Unless stated in these Bylaws otherwise, a Board year or annual period relating to a Director or the business of the Board commences at the official close of the annual convention and ends after the same event in the next year.

B. The term of office of each Director shall be three years and shall begin at the completion of the final official session of the annual convention during which the Director was elected by the annual Delegate Assembly.

C. Terms of Directors shall be staggered to allow, to the extent possible, for the election of one-third of the Directors each year. New Director positions shall be assigned to terms to retain this balance; however, if this is not possible, the assignment of terms shall be decided by drawing of lots.

D. Upon election to a three-year term, a Director may be reelected to no more than three additional terms. For purposes of determining a Director term limit, service time attaches to the individual and not the Association Region with which the Director is associated.

E. Upon election or succession to the office of President-Elect, the Director position previously held shall be declared vacant and a successor elected, except as provided in Article VI, Section 4A. Once elected President-Elect, the term limit that applies to a Director position shall no longer apply and shall not prevent the individual from completing the term of one year as President-Elect, one year as President, and one year as Immediate Past President.

#### SECTION 6. RESIGNATION AND REMOVAL.

A. A Director may resign by submitting a letter of resignation to the President. The resignation shall become effective upon receipt by the President.

B. A Director who is absent from three consecutive regularly scheduled Board meetings or from three consecutive regularly scheduled Standing Committee meetings may be removed from the Director position by a majority vote of all Directors. A Large District Director removed pursuant to this section shall be ineligible to serve for the remainder of the term to which the Director was elected.

C. Any Director may be removed by a two-thirds vote of the Board when, in the Board's judgment, the best interests of the Association would be served by removal.

#### SECTION 7. MEETINGS.

A. The Board shall hold at least four regular meetings that shall be spread throughout the year, with one taking place during the summer and the last meeting taking place during the week of the annual Delegate Assembly. The Executive Committee of the Board shall determine the dates and locations of the meetings for the upcoming Board year and report the meeting schedule to the Board before the Board year commences. The Board also shall be given 30 days' notice before each regular meeting by electronic means or by any other means accessible to the Directors.

B. Additional meetings of the Board may be called by the President or by the written request of a majority of the Board, provided that a written notice is sent to each Director at least 10 days before the meeting.

C. A meeting of the Board or a committee may be conducted in person or by alternate means, such as teleconference, videoconference, virtual, or any other means by which each participant can communicate with all other participants.

#### SECTION 8. QUORUM AND VOTING.

A. A quorum shall consist of a majority of the Board.

B. Unless required otherwise by law, the Articles of Incorporation, or these Bylaws, a vote required or permitted to be taken shall be based on the “present and voting” parliamentary standard. No proxy voting shall be permitted.

C. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of the Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall have been signed or executed by the number of Directors or committee members as would be necessary to take that action at a meeting at which Directors or members of the committee were present and voted. The Board, by policy or resolution, may increase the number of votes required for an action taken by written consent. A written consent shall be signed or executed and dated by each Director or committee member, and consent may be provided in multiple counterparts. Directors or committee members may provide written consent by facsimile, email (from the email address of record), or any other form of written action from the Director or committee member.

#### SECTION 9. VACANCIES.

A. The Board may fill vacancies that occur in Director positions by electing an individual, by majority vote, to fill the vacancy until the next annual Delegate Assembly, in accordance with Board policy. At that time, a candidate shall be elected by the annual Delegate Assembly to fill the unexpired term in accordance with Article VI, Section 2.

B. Notwithstanding the foregoing and the eligibility requirements of Article VI, Section 2, if the powers and duties of a Large District’s conventional school board have been suspended temporarily by the State of Texas, the Board may fill the Large District Director position with an individual from the Large District’s temporary governing body on an interim basis, but such individual shall not be presented to the Delegate Assembly for election as otherwise provided in this section. Further, the term for such Large District Director position shall remain intact, even if the Board refills the position with the same person for a new term. In contrast, if a Regional (non-Large District) Director’s conventional school board has been suspended in a similar manner by the State of Texas, the Regional Director’s position on the Board is deemed vacated and the Board may fill the position from the Association Region as set out in this section.



San Elizario ISD  
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 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:** May 8, 2024

**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 August 23, 2023 special Board meeting for a total rate of \$0.8916. The Maintenance & Operations (M&O) rate which pays for items such as staff salaries, supplies, materials, transportation and utilities was \$0.7219 while the Interest & Sinking (I&S) rate which pays for bonded debt was \$0.1697.

**RATIONALE:** The purpose of this agenda item is to report collections made for the current 2023 tax year which is based on the levy billed on October 1, 2023.

**BUDGET IMPACT:** Collections as of March 31, 2024 are summarized below.

	<b>M&amp;O</b>	<b>I&amp;S</b>	<b>Total</b>	<b>Collections</b>
Current Year Levy	\$2,064,078	\$485,211	\$2,549,289	
Current Year Collections	\$1,797,434	\$422,530	\$2,219,963	\$2,219,963
Current Year Levy Outstanding	\$266,644	\$62,682	\$329,325	
Prior Year Collections				\$94,252
Penalty & Interest Collections				\$47,288
Total Collections				<u>\$2,361,503</u>

**ADMINISTRATIVE RECOMMENDATION:** This report is for information only.

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

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EL PASO CONSOLIDATED TAX OFFICE  
PROPERTY TAX COLLECTION ANALYSIS  
9/1/2023 through 3/31/2024

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 2023	-	-	38,562.46	38,562.46	38,562.46	38,562.46	1.51%	4,114.61	4,114.61
Oct 2023	51,932.45	51,932.45	18,864.25	57,426.71	70,796.70	109,359.16	4.29%	3,266.02	7,380.63
Nov 2023	142,363.37	194,295.82	19,474.87	76,901.58	161,838.24	271,197.40	10.64%	3,492.51	10,873.14
Dec 2023	888,013.01	1,082,308.83	16,248.17	93,149.75	904,261.18	1,175,458.58	46.11%	3,123.77	13,996.91
Jan 2024	869,642.97	1,951,951.80	23,199.14	116,348.89	892,842.11	2,068,300.69	81.13%	4,685.07	18,681.98
Feb 2024	216,306.78	2,168,258.58	8,561.31	124,910.20	224,868.09	2,293,168.78	89.95%	2,561.56	21,243.54
Mar 2024	62,666.16	2,230,924.74	5,668.27	130,578.47	68,334.43	2,361,503.21	92.63%	3,014.00	24,257.54
Apr 2024									
May 2024									
Jun 2024									
Jul 2024									
Aug 2024									

LEVY	CURRENT	PRIOR	ALL YEARS	REVENUE	CURRENT	PRIOR	ALL YEARS
Levy-Cert 7/25/2023	2,606,839.10	N/A	N/A	Total Levy Collected	2,219,963.41	94,252.18	2,314,215.59
Levy-Billed 10/1/2023	2,589,559.24	601,116.53	3,190,675.77	Total Penalty & Interest	10,961.33	36,326.29	47,287.62
Adjusted Levy YTD	2,549,288.79	554,963.69	3,104,252.48	Total Levy + P&I	2,230,924.74	130,578.47	2,361,503.21
Increase/Decrease	(40,270.45)	(46,152.84)	(86,423.29)	Taxes as percent of levy	87.08%	3.70%	90.78%
Levy Outstanding	329,325.38	460,711.51	790,036.89	P&I as percent of levy	0.43%	1.42%	1.85%
				Total as percent of levy	87.51%	5.12%	92.63%
				Collection Fee	1,079.77	23,177.77	24,257.54
				Total Collected YTD	2,232,004.51	153,756.24	2,385,760.75



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## MEMORANDUM

**To:** Members of the Board of Trustees  
**From:** Norberto Rivas, Chief Financial Officer  
**Subject:** Financial Reports – Financial Statements  
**Date:** May 8, 2024

---

**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 March 31, 2024 which are attached to this memo. Included are:

- Exhibit G-1: presents budget and actual amounts for the general fund
- Exhibit J-3: 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

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SAN ELIZARIO ISD  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL - GENERAL FUND - UNAUDITED  
FOR THE NINE MONTHS ENDING MARCH 31, 2024

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	\$ 4,020,927	\$ 3,236,554	\$ 2,909,557	\$ (326,997)
5800	State Program Revenues	31,261,292	32,161,292	22,436,800	(9,724,492)
5900	Federal Program Revenues	6,295,000	5,295,000	2,751,524	(2,543,476)
5020	Total Revenues	<u>41,577,219</u>	<u>40,692,846</u>	<u>28,097,881</u>	<u>(12,594,965)</u>
EXPENDITURES:					
Current:					
0011	Instruction	18,108,055	18,114,055	13,197,973	4,916,082
0012	Instructional Resources and Media Services	138,227	193,227	135,482	57,745
0013	Curriculum and Instructional Staff Development	212,323	389,323	195,303	194,020
0021	Instructional Leadership	795,327	816,327	577,063	239,264
0023	School Leadership	1,659,864	1,543,864	1,019,997	523,867
0031	Guidance, Counseling and Evaluation Services	1,238,095	1,241,595	890,745	350,850
0032	Social Work Services	62,375	62,375	44,585	17,790
0033	Health Services	378,076	370,076	275,097	94,979
0034	Student (Pupil) Transportation	1,941,006	1,861,006	1,524,796	336,210
0035	Food Services	4,060,000	4,060,000	2,747,339	1,312,661
0036	Extracurricular Activities	1,327,471	1,370,471	899,729	470,742
0041	General Administration	1,813,788	1,812,788	1,275,190	537,598
0051	Facilities Maintenance and Operations	6,347,081	6,159,081	3,951,322	2,207,759
0052	Security and Monitoring Services	1,259,021	1,453,421	917,799	535,622
0053	Data Processing Services	1,304,130	1,179,130	944,078	235,052
0061	Community Services	36,845	43,345	24,760	18,585
Debt Service:					
0071	Debt Service	795,738	195,738	169,614	26,124
Capital Outlay:					
0081	Facilities Acquisition and Construction	2,154,297	2,149,297	1,504,633	644,664
Intergovernmental:					
0099	Other Intergovernmental Charges	52,500	52,500	24,676	27,824
6030	Total Expenditures	<u>43,684,219</u>	<u>43,067,619</u>	<u>30,320,181</u>	<u>12,747,438</u>
1100	Excess (Deficiency) of Revenues Over(Under) Expenditures	<u>(2,107,000)</u>	<u>(2,374,773)</u>	<u>(2,222,300)</u>	<u>152,473</u>
OTHER FINANCING SOURCES (USES):					
7912	Sale of Real and Personal Property	25,000	25,000	10,204	(14,796)
7915	Transfers In	-	-	-	-
8911	Transfers Out (Use)	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>25,000</u>	<u>25,000</u>	<u>10,204</u>	<u>(14,796)</u>
1200	Net Changes in Fund Balances	<u>(2,082,000)</u>	<u>(2,349,773)</u>	<u>(2,212,096)</u>	<u>137,677</u>
0100	Fund Balance - July 1 (Beginning)	-	17,601,593	17,601,593	-
3000	Fund Balance - June 30 (Ending)	<u>\$ (2,082,000)</u>	<u>\$ 15,251,820</u>	<u>\$ 15,389,497</u>	<u>\$ 137,677</u>

SAN ELIZARIO ISD  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL - DEBT SERVICE FUND - UNAUDITED  
FOR THE NINE MONTHS ENDING MARCH 31, 2024

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	\$ 627,898	\$ 627,898	\$ 474,282	\$ (153,616)
5800	State Program Revenues	1,063,966	1,063,966	987,710	(76,256)
5020	Total Revenues	1,691,864	1,691,864	1,461,992	(229,872)
EXPENDITURES:					
Debt Service:					
0071	Debt Service	1,624,413	1,624,413	442,706	1,181,707
6030	Total Expenditures	1,624,413	1,624,413	442,706	1,181,707
1100	Excess (Deficiency) of Revenues Over(Under) Expenditures	67,451	67,451	1,019,286	951,835
OTHER FINANCING SOURCES (USES):					
7915	Transfers In	-	-	-	-
7916	Premium or Discount on Issuance of Bonds	-	-	-	-
8949	Transfers Out (Use)	-	-	-	-
7080	Total Other Financing Sources (Uses)	-	-	-	-
1200	Net Changes in Fund Balances	67,451	67,451	1,019,286	951,835
0100	Fund Balance - July 1 (Beginning)	-	349,327	349,327	-
3000	Fund Balance - June 30 (Ending)	\$ 67,451	\$ 416,778	\$ 1,368,613	\$ 951,835

SAN ELIZARIO ISD  
BALANCE SHEET  
GOVERNMENTAL FUNDS - UNAUDITED  
AS OF MARCH 31, 2024

Data Control Codes	General Fund	Other Funds	Total Governmental Funds
<b>ASSETS</b>			
1110 Cash and Cash Equivalents	\$ 15,232,754	\$ 1,277,717	\$ 16,510,471
1220 Property Taxes - Delinquent	604,519	77,019	681,538
1230 Allowance for Uncollectible Taxes (Credit)	(54,948)	(6,829)	(61,777)
1240 Receivables from Other Governments	272,675	2,982,243	3,254,918
1250 Accrued Interest	-	-	-
1260 Due from Other Funds	3,647,458	881,423	4,528,881
1290 Other Receivables	-	-	-
1300 Inventories	225,111	-	225,111
1410 Prepayments	-	-	-
1000 Total Assets	<u>19,927,569</u>	<u>5,211,573</u>	<u>25,139,142</u>
<b>LIABILITIES</b>			
2110 Accounts Payable	365,763	328,059	693,823
2150 Payroll Deductions and Withholdings Payable	370,403	-	370,403
2160 Accrued Wages Payable	1,208,382	281,044	1,489,426
2170 Due to Other Funds	1,774,715	2,388,443	4,163,158
2180 Due to Other Governments	-	44,474	44,474
2200 Accrued Expenditures	82,406	-	82,406
2300 Unearned Revenues	186,830	5,570	192,400
2000 Total Liabilities	<u>3,988,499</u>	<u>3,047,590</u>	<u>7,036,090</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
2601 Unavailable Revenue - Property Taxes	549,571	70,191	619,762
2600 Total Deferred Inflows of Resources	<u>549,571</u>	<u>70,191</u>	<u>619,762</u>
<b>FUND BALANCES</b>			
Nonspendable Fund Balance:			
3410 Inventories	184,955	-	184,955
Restricted Fund Balance:			
3450 Federal or State Funds Grant Restriction	705,158	147,311	852,469
3470 Capital Acquisition and Contractual Obligation	-	389,140	389,140
3480 Retirement of Long-Term Debt	-	1,368,614	1,368,614
3490 Other Restricted Fund Balance	-	188,728	188,728
3510 Committed Fund Balance - Construction	305,196	-	305,196
3545 Committed Fund Balance - Other	2,800,000	-	2,800,000
3600 Unassigned Fund Balance	11,394,190	-	11,394,190
3000 Total Fund Balances	<u>15,389,499</u>	<u>2,093,793</u>	<u>17,483,291</u>
4000 Total Liabilities, Deferred Inflows & Fund Balances	<u>\$ 19,927,569</u>	<u>\$ 5,211,573</u>	<u>\$ 25,139,142</u>

SAN ELIZARIO ISD  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GOVERNMENTAL FUNDS - UNAUDITED  
FOR THE NINE MONTHS ENDING MARCH 31, 2024

Data Control Codes	General Fund	Other Funds	Total Governmental Funds
<b>REVENUES:</b>			
5700 Total Local and Intermediate Sources	\$ 2,909,557	\$ 610,635	\$ 3,520,192
5800 State Program Revenues	22,436,800	1,182,225	23,619,025
5900 Federal Program Revenues	2,751,524	6,953,168	9,704,692
5020 Total Revenues	<u>28,097,881</u>	<u>8,746,028</u>	<u>36,843,909</u>
<b>EXPENDITURES:</b>			
Current:			
0011 Instruction	13,197,973	3,728,404	16,926,377
0012 Instructional Resources and Media Services	135,482	322,882	458,364
0013 Curriculum Instructional Staff Development	195,303	981,564	1,176,867
0021 Instructional Leadership	577,063	97,577	674,640
0023 School Leadership	1,019,997	694,842	1,714,839
0031 Guidance, Counseling and Evaluation Services	890,745	294,347	1,185,092
0032 Social Work Services	44,585	116,587	161,172
0033 Health Services	275,097	110,649	385,746
0034 Student (Pupil) Transportation	1,524,796	20,967	1,545,763
0035 Food Services	2,747,339	27,401	2,774,740
0036 Extracurricular Activities	899,729	139,860	1,039,589
0041 General Administration	1,275,190	15,293	1,290,483
0051 Facilities Maintenance and Operations	3,951,322	319,101	4,270,423
0052 Security and Monitoring Services	917,799	54,360	972,159
0053 Data Processing Services	944,078	150,728	1,094,806
0061 Community Services	24,760	160,838	185,598
Debt Service:			
0071 Debt Service	169,614	444,772	614,386
Capital Outlay:			
0081 Facilities Acquisition and Construction	1,504,633	-	1,504,633
Intergovernmental:			
0099 Other Intergovernmental Charges	24,676	-	24,676
6030 Total Expenditures	<u>30,320,181</u>	<u>7,680,172</u>	<u>38,000,353</u>
1100 Excess (Deficiency) of Revenues Over(Under) Expenditures	<u>(2,222,300)</u>	<u>1,065,856</u>	<u>(1,156,444)</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
7912 Sale of Real and Personal Property	10,204	-	10,204
7915 Transfers In	-	-	-
8911 Transfers Out (Use)	-	-	-
7080 Total Other Financing Sources (Uses)	<u>10,204</u>	<u>-</u>	<u>10,204</u>
1200 Net Change in Fund Balances	<u>(2,212,096)</u>	<u>1,065,856</u>	<u>(1,146,240)</u>
0100 Fund Balance - July 1 (Beginning)	17,601,593	1,027,937	18,629,530
1300 Prior Period Adjustment	-	-	-
3000 Fund Balance - June 30 (Ending)	<u>\$ 15,389,497</u>	<u>\$ 2,093,793</u>	<u>\$ 17,483,290</u>

SAN ELIZARIO ISD  
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION  
 INTERNAL SERVICE FUNDS - UNAUDITED  
 FOR THE NINE MONTHS ENDING MARCH 31, 2024

	753 Self Insurance Health Fund	770 Self Insurance W/ Comp Fund	Total Internal Service Funds
<b>OPERATING REVENUES:</b>			
Local and Intermediate Sources	\$ 3,247,600	\$ 108,743	\$ 3,356,343
Total Operating Revenues	<u>3,247,600</u>	<u>108,743</u>	<u>3,356,343</u>
<b>OPERATING EXPENSES:</b>			
Professional and Contracted Services	2,898,023	198,817	3,096,840
Other Operating Costs	855,671	-	855,671
Total Operating Expenses	<u>3,753,694</u>	<u>198,817</u>	<u>3,952,511</u>
Operating Income (Loss)	<u>(506,094)</u>	<u>(90,074)</u>	<u>(596,168)</u>
<b>NONOPERATING REVENUES (EXPENSES):</b>			
Earnings from Temporary Deposits & Investments	764	51,113	51,876
Total Nonoperating Revenues (Expenses)	<u>764</u>	<u>51,113</u>	<u>51,876</u>
Income (Loss) Before Transfers	(505,330)	(38,962)	(544,292)
Transfer In	-	-	-
Change in Net Position	<u>(505,330)</u>	<u>(38,962)</u>	<u>(544,292)</u>
Total Net Position - July 1 (Beginning)	<u>(240,359)</u>	<u>1,033,273</u>	<u>792,914</u>
Total Net Position - June 30 (Ending)	<u>\$ (745,689)</u>	<u>\$ 994,311</u>	<u>\$ 248,622</u>



San Elizario ISD  
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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:** May 8, 2024

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**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 for the month of March 2024.

**BUDGET IMPACT:** Interest earned by fund is summarized in the investment report which is attached to this memo.

**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 Nine Months Ending March 31, 2024

General Fund	\$	494,294.28
Interest & Sinking (Debt Service) Fund	\$	22,366.76
Capital Projects Fund	\$	15,205.69
Health Insurance Fund	\$	763.86
Workers Compensation Fund	\$	51,112.52
<b>Total</b>	<b>\$</b>	<b>583,743.11</b>

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.

*Norberto Rivas*

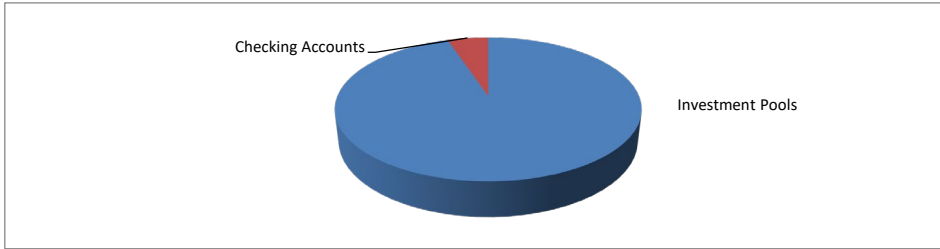
April 26, 2024

Chief Financial Officer

Date

**Portfolio Diversification**

By Investment Type	Current Market Value	Portfolio %	Investment Maturity
Investment Pools	\$ 17,255,816	94.86%	Overnight
Checking Accounts	\$ 934,313	5.14%	Overnight
	<u>\$ 18,190,130</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>Earnings Allowance</i>	<i>Net Earnings Allowance</i>
01-Jul-23	31-Jul-23	Overnight	\$ 649,456.02	1.65%	\$ 933.11
01-Aug-23	31-Aug-23	Overnight	\$ 1,345,105.79	1.65%	\$ 1,663.34
01-Sep-23	30-Sep-23	Overnight	\$ 522,659.56	1.65%	\$ 1,151.62
01-Oct-23	31-Oct-23	Overnight	\$ 488,872.61	1.65%	\$ 989.77
01-Nov-23	30-Nov-23	Overnight	\$ 969,576.22	1.65%	\$ 966.59
01-Dec-23	31-Dec-23	Overnight	\$ 635,441.64	1.65%	\$ 1,185.76
01-Jan-24	31-Jan-24	Overnight	\$ 965,391.56	1.65%	\$ 1,419.77
01-Feb-24	28-Feb-24	Overnight	\$ 249,064.67	1.65%	\$ 1,023.64
01-Mar-24	31-Mar-24	Overnight	\$ 871,953.86	1.65%	\$ 1,147.96
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Net Earnings Allowance:					<b>\$ 10,481.56</b>

*Earnings allowance is earned based on the available bank balance and is used to offset monthly bank analyzed charges.*

**Wells Fargo- Food Service Checking Account**

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Earnings Allowance</i>	<i>Net Earnings Allowance</i>
01-Jul-23	31-Jul-23	Overnight	\$ 26,501.35	0.00%	\$ -
01-Aug-23	31-Aug-23	Overnight	\$ 35,566.24	0.00%	\$ -
01-Sep-23	30-Sep-23	Overnight	\$ 48,921.34	0.00%	\$ -
01-Oct-23	31-Oct-23	Overnight	\$ 59,428.54	0.00%	\$ -
01-Nov-23	30-Nov-23	Overnight	\$ 81,122.54	0.00%	\$ -
01-Dec-23	31-Dec-23	Overnight	\$ 88,807.42	0.00%	\$ -
01-Jan-24	31-Jan-24	Overnight	\$ 102,611.32	0.00%	\$ -
01-Feb-24	28-Feb-24	Overnight	\$ 264,592.75	0.00%	\$ -
01-Mar-24	31-Mar-24	Overnight	\$ 52,865.30	0.00%	\$ -
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Net Earnings Allowance:					<b>\$ -</b>

*This bank balance is combined with the general operating account for the purpose of the earning allowance.*

**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-23	31-Jul-23	Overnight	\$ 4,189,259.96	5.37%	\$ 21,019.72
01-Aug-23	31-Aug-23	Overnight	\$ 652,739.69	5.53%	\$ 15,037.66
01-Sep-23	30-Sep-23	Overnight	\$ 7,288,438.93	5.59%	\$ 12,272.15
01-Oct-23	31-Oct-23	Overnight	\$ 6,102,258.19	5.61%	\$ 29,650.88
01-Nov-23	30-Nov-23	Overnight	\$ 7,938,276.94	5.65%	\$ 28,477.29
01-Dec-23	31-Dec-23	Overnight	\$ 8,293,429.07	5.65%	\$ 37,134.66
01-Jan-24	31-Jan-24	Overnight	\$ 7,872,306.00	5.60%	\$ 37,202.92
01-Feb-24	28-Feb-24	Overnight	\$ 8,245,472.71	5.52%	\$ 37,702.74
01-Mar-24	31-Mar-24	Overnight	\$ 8,352,993.24	5.49%	\$ 35,471.27
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 253,969.29</b>

**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-23	31-Jul-23	Overnight	\$ 494,622.42	5.31%	\$ 2,220.52
01-Aug-23	31-Aug-23	Overnight	\$ 496,926.76	5.49%	\$ 2,304.34
01-Sep-23	30-Sep-23	Overnight	\$ 198,456.32	5.53%	\$ 1,529.56
01-Oct-23	31-Oct-23	Overnight	\$ 199,394.19	5.57%	\$ 937.87
01-Nov-23	30-Nov-23	Overnight	\$ 200,314.42	5.62%	\$ 920.23
01-Dec-23	31-Dec-23	Overnight	\$ 201,267.02	5.60%	\$ 952.60
01-Jan-24	31-Jan-24	Overnight	\$ 202,214.35	5.56%	\$ 947.33
01-Feb-24	28-Feb-24	Overnight	\$ 203,095.62	5.50%	\$ 881.27
01-Mar-24	31-Mar-24	Overnight	\$ 204,037.86	5.48%	\$ 942.24
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 11,635.96</b>

**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-23	31-Jul-23	Overnight	\$ 3,719,012.57	5.12%	\$ 16,018.37
01-Aug-23	31-Aug-23	Overnight	\$ 3,772,036.61	5.30%	\$ 16,841.76
01-Sep-23	30-Sep-23	Overnight	\$ 811,493.50	5.32%	\$ 9,107.19
01-Oct-23	31-Oct-23	Overnight	\$ 846,034.89	5.32%	\$ 3,747.15
01-Nov-23	30-Nov-23	Overnight	\$ 990,011.73	5.35%	\$ 4,081.29
01-Dec-23	31-Dec-23	Overnight	\$ 1,625,961.60	5.35%	\$ 5,671.98
01-Jan-24	31-Jan-24	Overnight	\$ 2,336,958.63	5.34%	\$ 9,004.87
01-Feb-24	28-Feb-24	Overnight	\$ 2,657,957.47	5.33%	\$ 10,914.99
01-Mar-24	31-Mar-24	Overnight	\$ 2,735,932.51	5.33%	\$ 12,191.30
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 87,578.90</b>

**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-23	31-Jul-23	Overnight	\$ 3,339,233.84	5.32%	\$ 15,064.21
01-Aug-23	31-Aug-23	Overnight	\$ 3,354,796.04	5.48%	\$ 15,562.20
01-Sep-23	30-Sep-23	Overnight	\$ 3,370,052.51	5.52%	\$ 15,256.47
01-Oct-23	31-Oct-23	Overnight	\$ 3,385,987.26	5.55%	\$ 15,934.75
01-Nov-23	30-Nov-23	Overnight	\$ 3,401,566.98	5.86%	\$ 15,579.72
01-Dec-23	31-Dec-23	Overnight	\$ 3,417,709.14	5.57%	\$ 16,142.16
01-Jan-24	31-Jan-24	Overnight	\$ 3,433,781.29	5.54%	\$ 16,072.15
01-Feb-24	28-Feb-24	Overnight	\$ 3,448,733.25	5.48%	\$ 14,951.96
01-Mar-24	31-Mar-24	Overnight	\$ 3,464,731.82	5.47%	\$ 15,998.57
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 140,562.19</b>

**GECU- Certificate of Deposit (Date Opened: 4/21/2021 Maturity Date: account closed )**

<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-23	31-Jul-23	Overnight	\$ 250,000.00	0.80%	\$ 169.86
01-Aug-23	31-Aug-23	Overnight	\$ 250,000.00	0.80%	\$ 169.86
01-Sep-23	30-Sep-23	Overnight	\$ 250,000.00	0.80%	\$ 164.38
01-Oct-23	31-Oct-23	Overnight	\$ -	0.80%	\$ 43.84
Interest Earned:					<b>\$ 547.94</b>

Total General Fund Interest Earned **\$ 494,294.28**

**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-23	31-Jul-23	Overnight	\$ 259,349.66	5.37%	\$ 1,176.33
01-Aug-23	31-Aug-23	Overnight	\$ 260,566.79	5.53%	\$ 1,217.13
01-Sep-23	30-Sep-23	Overnight	\$ 261,761.22	5.58%	\$ 1,194.43
01-Oct-23	31-Oct-23	Overnight	\$ 263,008.00	5.61%	\$ 1,246.78
01-Nov-23	30-Nov-23	Overnight	\$ 264,230.18	5.65%	\$ 1,222.18
01-Dec-23	31-Dec-23	Overnight	\$ 265,497.97	5.65%	\$ 1,267.79
01-Jan-24	31-Jan-24	Overnight	\$ 266,757.55	5.60%	\$ 1,259.58
01-Feb-24	28-Feb-24	Overnight	\$ 267,923.78	5.52%	\$ 1,166.23
01-Mar-24	31-Mar-24	Overnight	\$ 269,170.22	5.49%	\$ 1,246.44
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 10,996.89</b>

**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-23	31-Jul-23	Overnight	\$ 138,613.06	5.12%	\$ 587.35
01-Aug-23	31-Aug-23	Overnight	\$ 144,759.38	5.30%	\$ 639.92
01-Sep-23	30-Sep-23	Overnight	\$ 149,912.51	5.32%	\$ 640.91
01-Oct-23	31-Oct-23	Overnight	\$ 156,118.98	5.32%	\$ 691.58
01-Nov-23	30-Nov-23	Overnight	\$ 188,443.13	5.35%	\$ 767.34
01-Dec-23	31-Dec-23	Overnight	\$ 336,227.61	5.35%	\$ 1,128.51
01-Jan-24	31-Jan-24	Overnight	\$ 501,707.42	5.34%	\$ 1,906.75
01-Feb-24	28-Feb-24	Overnight	\$ 576,192.61	5.33%	\$ 2,362.64
01-Mar-24	31-Mar-24	Overnight	\$ 593,699.36	5.33%	\$ 2,644.87
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 11,369.87</b>

Total Debt Service Fund Interest Earned **\$ 22,366.76**

**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-23	31-Jul-23	Overnight	\$ 375,560.02	5.12%	\$ 1,625.42
01-Aug-23	31-Aug-23	Overnight	\$ 377,250.04	5.30%	\$ 1,690.02
01-Sep-23	30-Sep-23	Overnight	\$ 378,898.46	5.32%	\$ 1,648.42
01-Oct-23	31-Oct-23	Overnight	\$ 380,611.45	5.32%	\$ 1,712.99
01-Nov-23	30-Nov-23	Overnight	\$ 382,285.29	5.35%	\$ 1,673.84
01-Dec-23	31-Dec-23	Overnight	\$ 384,023.56	5.35%	\$ 1,738.27
01-Jan-24	31-Jan-24	Overnight	\$ 385,761.40	5.34%	\$ 1,737.84
01-Feb-24	28-Feb-24	Overnight	\$ 387,391.26	5.33%	\$ 1,629.86
01-Mar-24	31-Mar-24	Overnight	\$ 389,140.29	5.33%	\$ 1,749.03
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$ -
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$ -
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<b>\$ 15,205.69</b>

Total Capital Projects Fund Interest Earned **\$ 15,205.69**

**Health Insurance Fund**

<b>Wells Fargo- Health Insurance</b>						
<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-23	31-Jul-23	Overnight	\$ 9,511.35	1.01%	\$	72.65
01-Aug-23	31-Aug-23	Overnight	\$ 71,472.99	1.09%	\$	99.59
01-Sep-23	30-Sep-23	Overnight	\$ 211,011.65	1.09%	\$	84.92
01-Oct-23	31-Oct-23	Overnight	\$ 115,018.64	1.09%	\$	73.87
01-Nov-23	30-Nov-23	Overnight	\$ 41,656.04	1.09%	\$	43.19
01-Dec-23	31-Dec-23	Overnight	\$ 145,386.33	1.09%	\$	150.52
01-Jan-24	31-Jan-24	Overnight	\$ 107,065.31	1.09%	\$	87.53
01-Feb-24	28-Feb-24	Overnight	\$ 53,911.08	1.09%	\$	61.56
01-Mar-24	31-Mar-24	Overnight	\$ 4,194.12	1.09%	\$	90.03
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$	-
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$	-
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$	-
					Interest Earned:	<b>\$ 763.86</b>
					Total Health Insurance Fund Interest Earned	<b>\$ 763.86</b>

**Workers Compensation Fund**

<b>Wells Fargo- Worker's Compensation</b>						
<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-23	31-Jul-23	Overnight	\$ 75,307.93	1.02%	\$	67.96
01-Aug-23	31-Aug-23	Overnight	\$ 67,882.22	1.09%	\$	65.26
01-Sep-23	30-Sep-23	Overnight	\$ 102,225.44	1.09%	\$	79.42
01-Oct-23	31-Oct-23	Overnight	\$ 102,168.73	1.09%	\$	88.90
01-Nov-23	30-Nov-23	Overnight	\$ 90,700.70	1.09%	\$	86.29
01-Dec-23	31-Dec-23	Overnight	\$ 75,924.22	1.09%	\$	83.22
01-Jan-24	31-Jan-24	Overnight	\$ 24,254.93	1.09%	\$	59.27
01-Feb-24	28-Feb-24	Overnight	\$ 14,149.52	1.09%	\$	15.78
01-Mar-24	31-Mar-24	Overnight	\$ 5,300.03	1.09%	\$	9.27
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$	-
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$	-
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$	-
					Interest Earned:	<b>\$ 555.37</b>

**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-23	31-Jul-23	Overnight	\$ 1,200,945.31	5.31%	\$	5,391.44
01-Aug-23	31-Aug-23	Overnight	\$ 1,206,540.26	5.49%	\$	5,594.95
01-Sep-23	30-Sep-23	Overnight	\$ 1,212,022.62	5.53%	\$	5,482.36
01-Oct-23	31-Oct-23	Overnight	\$ 1,217,750.99	5.57%	\$	5,728.37
01-Nov-23	30-Nov-23	Overnight	\$ 1,223,371.07	5.62%	\$	5,620.08
01-Dec-23	31-Dec-23	Overnight	\$ 1,229,188.82	5.60%	\$	5,817.75
01-Jan-24	31-Jan-24	Overnight	\$ 1,234,974.38	5.56%	\$	5,785.56
01-Feb-24	28-Feb-24	Overnight	\$ 1,240,356.54	5.50%	\$	5,382.16
01-Mar-24	31-Mar-24	Overnight	\$ 1,246,111.02	5.48%	\$	5,754.48
01-Apr-24	30-Apr-24	Overnight	\$ -	0.00%	\$	-
01-May-24	31-May-24	Overnight	\$ -	0.00%	\$	-
01-Jun-24	30-Jun-24	Overnight	\$ -	0.00%	\$	-
					Interest Earned:	<b>\$ 50,557.15</b>
					Total Worker's Compensation Fund Interest Earned :	<b>\$ 51,112.52</b>



**First Public**  
12007 Research Blvd.  
Austin, Texas 78759  
800-558-8875 • [firstpublic.com](http://firstpublic.com)

## Fund Performance Update

### March 31, 2024

*Comments by Mellon, Investment Manager*

*Custodian Bank: State Street Bank*  
*Investment Managers:*  
*American Beacon Advisors and*  
*Mellon Investments Corp (Dreyfus)*

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.

While US Treasury bond yields traded within a range of approximately 30 basis points during the month, yields ended March very close to where they began. Equity markets continued to move higher in March as the Dow Jones Industrial Average®, S&P 500® and Nasdaq-100® indexes reached new all-time highs. The Federal Reserve kept interest rates steady as expected, but their economic projections hinted at a more cautious approach to lowering rates over the cycle. While the median expectation remains three cuts in 2024, the “dot plot” showed a slight shift towards higher rates in 2025 compared to December’s projections. The median expectation for growth jumped to 2.1% (from 1.4% in the December Summary of Economic Projections), while unemployment rate expectations edged lower to 4.0 (vs. 4.1% previously) and core personal consumption expenditures inflation was marked up to 2.6% (vs. 2.4% previously). In other words, the median expectation of the committee in 2024 is: faster growth, lower unemployment and higher core inflation, yet expectations around the policy rate were unchanged. Despite this outlook, Fed Chair Powell’s comments suggest a June rate cut is still on the table.

### Active Participants This Month

Schools and Colleges	589
Other Governmental Entities	90
<b>Total</b>	<b>679</b>

## Government Overnight Fund

### Return Information

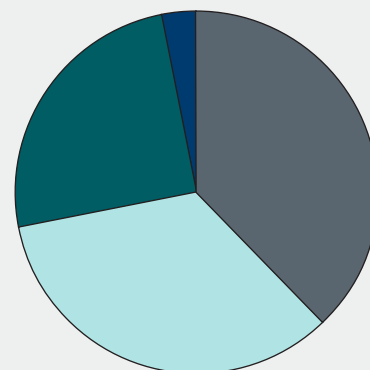
March 31, 2024

Average Monthly Return (a)	5.33%
SEC 7-day Fund Yield (b)	5.34%
Weighted Average Maturity One (c)	35 days
Weighted Average Maturity Two (c)	95 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	2,435,878,071.94	2,435,878,071.94
US Treasuries	1,824,560,447.67	1,824,543,500.75
Agencies	2,769,830,223.44	2,769,196,592.20
Money Market Funds	223,193,468.52	223,193,468.52
<b>Total Assets</b>	<b>7,253,462,211.57</b>	<b>7,252,811,633.41</b>

### Investment Distribution



Agencies	38%
Cash Repo	34%
Treasuries	25%
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

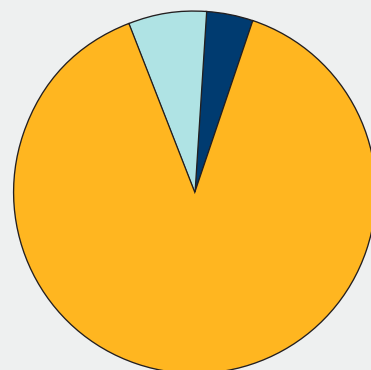
March 31, 2024

Average Monthly Return (a)	5.48%
SEC 7-day Fund Yield (b)	5.48%
Weighted Average Maturity One (c)	48 days
Weighted Average Maturity Two (c)	81 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	267,093,172.16	267,093,172.16
US Treasuries	-	-
Agencies	-	-
Commercial Paper	3,645,367,926.79	3,643,778,484.12
Money Market Funds	168,899,336.99	168,906,840.53
<b>Total Assets</b>	<b>4,081,360,435.94</b>	<b>4,079,778,496.81</b>

## Investment Distribution



Commercial Paper	89%
Cash/Repo	7%
Money Market	4%

(b)

**SEC 7-Day Yield Calculation**

$$\text{Yield} = 2 \left[ \left[ \frac{a-b}{cd} + 1 \right]^6 - 1 \right]$$

*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

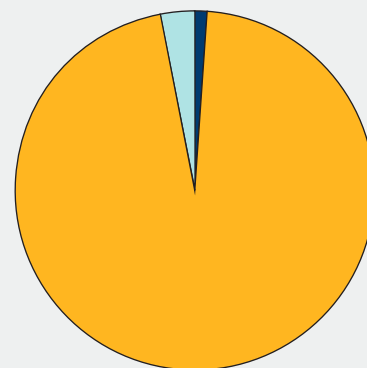
March 31, 2024

Average Monthly Return (a)	5.49%
SEC 7-day Fund Yield (b)	5.50%
Weighted Average Maturity One (c)	65 days
Weighted Average Maturity Two (c)	98 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

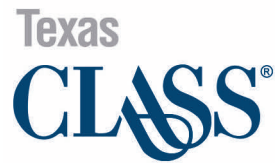
	Book Value	Market Value
Cash/Repo	370,687,062.25	370,687,062.25
US Treasuries	-	-
Agencies	-	-
Commercial Paper	13,018,756,505.67	13,012,725,615.56
Money Market Funds	93,339,836.78	93,340,348.51
<b>Total Assets</b>	<b>13,482,783,404.70</b>	<b>13,476,753,026.32</b>

### Investment Distribution



Commercial Paper	96%
Cash/Repo	3%
Money Market	1%

(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
03/01/2024	0.000449268	5.4811%
03/02/2024	0.000000000	5.4811%
03/03/2024	0.000000000	5.4811%
03/04/2024	0.000149621	5.4761%
03/05/2024	0.000149723	5.4799%
03/06/2024	0.000149694	5.4788%
03/07/2024	0.000149572	5.4743%
03/08/2024	0.000448647	5.4735%
03/09/2024	0.000000000	5.4735%
03/10/2024	0.000000000	5.4735%
03/11/2024	0.000149467	5.4704%
03/12/2024	0.000149370	5.4669%
03/13/2024	0.000149351	5.4663%
03/14/2024	0.000149283	5.4637%
03/15/2024	0.000447414	5.4585%
03/16/2024	0.000000000	5.4585%
03/17/2024	0.000000000	5.4585%
03/18/2024	0.000149125	5.4580%
03/19/2024	0.000149135	5.4583%
03/20/2024	0.000149127	5.4581%
03/21/2024	0.000149141	5.4585%
03/22/2024	0.000447471	5.4592%
03/23/2024	0.000000000	5.4591%
03/24/2024	0.000000000	5.4591%
03/25/2024	0.000149191	5.4604%
03/26/2024	0.000149147	5.4588%
03/27/2024	0.000148935	5.4510%
03/28/2024	0.000596304	5.4562%
03/29/2024	0.000000000	5.4562%
03/30/2024	0.000000000	5.4562%
03/31/2024	0.000000000	5.4562%

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.**



San Elizario ISD  
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## MEMORANDUM

**To:** Members of the Board of Trustees  
**From:** Norberto Rivas, Chief Financial Officer  
**Subject:** Budget Amendment  
**Date:** May 8, 2024

---

**HISTORY:** The District’s 2023-2024 budget was officially approved at the June 21, 2023 special Board meeting.

**RATIONALE:** In accordance with CE(LOCAL), the Board shall approve amendments to the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources. The purpose of this agenda item is to amend revenues and expenditures in the following areas:

- **Pathway of Champions Monuments:** To increase function 81 (Facilities Acquisition and Construction) by \$32,850 to pay for three new state champion monuments.
- **AVID Travel:** To pay for travel costs by district staff estimated at \$2,200 per attendee by increasing the following functions:
  - Function 13 (Curriculum and Instructional Staff Development) increase by \$37,400 to cover 15 campus instructional staff and 2 central office instructional staff members
  - Function 21 (instructional leadership) increase by \$4,400 to cover 2 central office administrators
  - Function 23 (School Leadership) increase by \$11,000 to cover 5 campus principals (all except for Loya Primary)
- **LED Grant:** To increase object 5900 (federal programs) by \$100,000 and to increase function 51 (Facilities Maintenance and Operations) by \$100,000 to fund the LED conversion project at Loya Primary based on the grant received from the State Energy Conservation Office.

**BUDGET IMPACT:** The budget impact for this amendment 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		2023-2024	2023-2024	2023-2024	2023-2024	Proposed	Proposed	Proposed	2023-2024	
		Fund 101	Fund 199	Adopted	Amended	POC Monuments	AVID travel	LED Grant	Proposed	
<b>REVENUES</b>				<b>REVENUES</b>				<b>REVENUES</b>		
5700 Local and Intermediate Sources	\$	150,000	\$ 3,870,927	\$ 4,020,927	\$ 3,236,554				\$ 3,236,554	
5800 State Sources	\$	15,000	\$ 31,246,292	\$ 31,261,292	\$ 32,161,292				\$ 32,161,292	
5900 Federal Programs	\$	3,835,000	\$ 2,460,000	\$ 6,295,000	\$ 5,295,000			\$ 100,000	\$ 5,395,000	
<i>Total Revenues</i>	\$	4,000,000	\$ 37,577,219	\$ 41,577,219	\$ 40,692,846				\$ 40,792,846	
<b>EXPENDITURES</b>				<b>EXPENDITURES</b>				<b>EXPENDITURES</b>		
11 Instruction	\$	-	\$ 18,108,055	18,108,055	\$ 18,114,055				\$ 18,114,055	
12 Instructional Resources and Media Services	\$	-	\$ 138,227	138,227	\$ 193,227				\$ 193,227	
13 Curriculum and Instructional Staff Development	\$	-	\$ 212,323	212,323	\$ 389,323	\$	37,400		\$ 426,723	
21 Instructional Leadership	\$	-	\$ 795,327	795,327	\$ 816,327	\$	4,400		\$ 820,727	
23 School Leadership	\$	-	\$ 1,659,864	1,659,864	\$ 1,543,864	\$	11,000		\$ 1,554,864	
31 Guidance, Counseling and Evaluation Services	\$	-	\$ 1,238,095	1,238,095	\$ 1,241,595				\$ 1,241,595	
32 Social Work Services	\$	-	\$ 62,375	62,375	\$ 62,375				\$ 62,375	
33 Health Services	\$	-	\$ 378,076	378,076	\$ 370,076				\$ 370,076	
34 Student (Pupil) Transportation	\$	-	\$ 1,941,006	1,941,006	\$ 1,861,006				\$ 1,861,006	
35 Food Services	\$	4,000,000	\$ 60,000	4,060,000	\$ 4,060,000				\$ 4,060,000	
36 Cocurricular/Extracurricular Activities	\$	-	\$ 1,327,471	1,327,471	\$ 1,370,471				\$ 1,370,471	
41 General Administration	\$	-	\$ 1,813,788	1,813,788	\$ 1,812,788				\$ 1,812,788	
51 Facilities Maintenance and Operations	\$	-	\$ 6,347,081	6,347,081	\$ 6,249,185			\$ 100,000	\$ 6,349,185	
52 Security and Monitoring Services	\$	-	\$ 1,259,021	1,259,021	\$ 1,453,421				\$ 1,453,421	
53 Data Processing Services	\$	-	\$ 1,304,130	1,304,130	\$ 1,179,130				\$ 1,179,130	
61 Community Services	\$	-	\$ 36,845	36,845	\$ 43,345				\$ 43,345	
71 Debt Service	\$	-	\$ 795,738	795,738	\$ 195,738				\$ 195,738	
81 Facilities Acquisition and Construction	\$	-	\$ 2,154,297	2,154,297	\$ 2,149,297	\$	32,850		\$ 2,182,147	
99 Other Intergovernmental Charges	\$	-	\$ 52,500	52,500	\$ 52,500				\$ 52,500	
<i>Total Expenditures</i>	\$	4,000,000	\$ 39,684,219	\$ 43,684,219	\$ 43,157,723	\$	32,850	\$	100,000	\$ 43,343,373
<b>REVENUES OVER(UNDER) EXPENDITURES</b>		\$	-	\$ (2,107,000)	\$ (2,107,000)	\$	(2,464,878)			\$ (2,550,528)
<b>OTHER FINANCING SOURCES (USES)</b>										
7912 Sale of Real and Personal Property	\$	-	\$ 25,000	\$ 25,000	\$ 25,000				\$ 25,000	
7915 Operating Transfer In	\$	-	\$ -	\$ -	\$ -				\$ -	
8911 Operating Transfer Out	\$	-	\$ -	\$ -	\$ -				\$ -	
<i>Total Other Financing Sources(Uses)</i>	\$	-	\$ 25,000	\$ 25,000	\$ 25,000				\$ 25,000	
<b>FUND BALANCE</b>										
3000 Net Change in Fund Balance	\$	-	\$ (2,082,000)	\$ (2,082,000)	\$ (2,439,878)				\$ (2,525,528)	
3000 Total Fund Balance - July 1 (Beginning)	\$	1,258,789	\$ 16,342,805	\$ 17,601,594	\$ 17,601,594				\$ 17,601,594	
3000 Total Fund Balance - June 30 (Ending)	\$	1,258,789	\$ 14,260,805	\$ 15,519,594	\$ 15,161,716				\$ 15,076,066	



San Elizario ISD  
P.O. Box 920  
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## MEMORANDUM

**To:** Members of the Board of Trustees  
**From:** Norberto Rivas, Chief Financial Officer  
Jesus Martinez, Executive Director of Support Services  
**Subject:** Consider and possible Board action to approve PO#51093 to AREDi Enterprises, LLC.  
**Date:** May 8, 2024

---

**HISTORY:** On December 21, 2023, during the winter break, a water leak was discovered at the central administration offices at approximately 8:00 p.m. The leak was caused by a ruptured water hose supplying water to the toilet in one of the single-use restrooms. Due to the restroom not having a floor drain, the water spread to adjacent rooms, primarily affecting the finance, child nutrition, and adjacent areas. Immediate response was coordinated, and water extraction began shortly after discovery. We brought in two of our custodians to start with water removal that night. A company specializing in water removal and mitigation (ServPro) was also called to come in and begin water extraction, drying, and dehumidifying. They also came on the same night. Since water seeped through walls and insulation, sections of drywall had to be removed to remove wet insulation and ensure fast and complete water and moisture extraction.

The following recommendation was made and approved by the Board on January 17, 2024: for the Board of Trustees to approve the emergency contract with ServPro for repair of school facilities due to the water damage incident that occurred on December 21, 2023.

**RATIONALE:** ServPro was utilized under CH (local) Exception for Emergency Contracts for the immediate water extraction and mitigation measures.

### CH (Local) Exception for Emergency Contracts:

*In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]*

*The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]*

**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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However, due to the local ServPro branch not being in a purchasing cooperative for reconstruction, we selected two vendors from the region 19 purchasing co-op and requested quotes from them. The less expensive quote came in at \$142,998.17. An insurance claim was opened for the affected areas' water removal, mitigation, and reconstruction with TASB, our insurance carrier, and the district's insurance deductible will be \$25,000 for this claim.

**BUDGET:** The net budget impact to cover the total water damage cost of \$190,840.17 (\$47,842 for water removal & mitigation plus \$142,998.17 (for reconstruction) will be the \$25,000 deductible paid for the insurance claim.

**ADMINISTRATIVE RECOMMENDATION:** The recommendation is for the Board of Trustees to approve the purchase order as presented for repair of the central administration building due to the water damage incident that occurred on December 21, 2023.

**Please check one:**  For approval     Report / Information only     Recognition only  
 Attachment Included

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**San Elizario Independent School  
District**

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

**BLANKET/PROJECT PURCHASE**

**51093**

**Date: 04/24/2024**

**Page 1 of 1**

**VENDOR: 10791**

**TO: AREDI Enterprises  
1002 West Missouri  
EL PASO, TX 79902**

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

ATTN:

VENDOR PHONE: 915-346-1181

VENDOR FAX:

VENDOR EMAIL:

REC. LOC: Support Services - S. Renteria

REC. GRP: Support Services - S. Renteria

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		1.00000			142998.17		142998.17
	(1) Repairs needed for water damage at Central Office to include supplies, equipment, travel and labor @ \$142,998.17						
	YSELTA ISD/CTPA 23000RFP Administration Offices						

**TOTAL 142998.17**

P.O. Source	Account Number	Amount
Project Requisition	199.51.6249.73.860.99	142,998.17

**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:** Norberto Rivas, Chief Financial Officer  
Jesus Martinez, Executive Director-Support Services  
**Subject:** Consider and Possible Board action to approve purchase order #51094 to EP Big Media, Inc. for \$32,850  
**Date:** May 8, 2024

---

**HISTORY:** Students and employees from the San Elizario Independent School District have created a tradition of state championships. The Pathway of Champions will commemorate the recent state championships earned by our students this school year. The San Elizario High School Boys Soccer team earned a UIL state championship, and the Skills USA scholars earned two team state championships, one in Opening and Closing Ceremonies and the other in Chapter Display.

**RATIONALE:** The purpose of this agenda item is for the Board to approve the purchase order exceeding \$25,000.

**BUDGET:** The funds to cover the purchase fall under the 199-account budget.

**ADMINISTRATIVE RECOMMENDATION:** The administrative recommendation is to approve the purchase order for the purchase of three state championship monuments.

**Please check one:**  For approval     Report / Information only     Recognition only  
 Attachment Included

*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**

**51094**

**Date: 04/24/2024**

**Page 1 of 1**

**VENDOR: 10511**

**TO: EP Big Media, Inc  
5710 Doniphan Dr  
EL PASO, TX 79932**

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

ATTN:

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

REC. LOC: Support Services - S. Renteria

REC. GRP: Support Services - S. Renteria

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		1.00000			32850.00		32850.00
	(3) Custom Non-Illuminated Signs @ \$9150.00						
	(3) Installation @ \$1000.00						
	(3) Concrete Slabs @ \$800.00						
	REGION 19 BID# 17-7235						
	Team State Championship Monuments						
	Skills USA Team Monument (Opening and Closing Ceremonies)						
	Skills USA Team Monument (Chapter Display)						
	2024 Boys Soccer State Champions						
<b>TOTAL</b>							<b>32850.00</b>

P.O. Source	Account Number	Amount
Project Requisition	199.81.6619.21.001.99	32,850

**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 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, Executive Director-Support Services  
Norberto Rivas, Chief Financial Officer  
**Subject:** Purchase Order #51104 - Excell Energy Group, Inc.  
**Date:** May 8, 2024

---

### HISTORY:

On November 21, 2023, we were made aware of a request for a grant application opportunity that opened up with State Energy Conservation Office (SECO) for LED lighting upgrades. The vendor (The Excell Energy Group) that recently retrofitted the high school and Sambrano Elementary to LED lighting made us aware and assisted us with the technical lighting data needed to apply for Loya Elementary. The maximum grant amount for a district is \$100k. The turnaround on this application was rather tight (Due date of December 18th), but thankfully, the Excell Energy Group had all the Loya room-by-room lighting data required to apply.

We teamed up with the Excell Energy Group to meet the deadline, completed the application, and submitted it by December 14, 2023. On February 14, 2024, we received notice from the State Energy Conservation Office (SECO) that our application had been selected to receive funding. The total funding that will be available to us is the full \$100k. Although this amount will not cover the whole campus, this amount will cover a good portion of the interior lighting.

### RATIONALE:

The SECO grant will reimburse the district 100k (100%) for the project after project completion and all document submissions are received, reviewed and approved. The PO approval will allow the district to pay the Excell Energy Group, Inc. without delay after acceptance of the work. The Excell Energy Group, Inc. is a Buy Board vendor, Buy Board #681-23 & 690-23 and also the TIPS Interlocal Purchasing System #220104. Vendors in these purchasing Co-Ops have gone through the purchasing cooperative's bidding process.

**BUDGET:** No budget impact after the district is reimbursed at 100% as per the grant agreement

**ADMINISTRATIVE RECOMMENDATION:** The recommendation is for the Board to approve the PO for Excell Energy Group, Inc., for the Loya Elementary LED lighting retrofit project.

**Please check one:**  For approval    Report / Information only    Recognition only  
 Attachment Included

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**San Elizario Independent School  
District**

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

**BLANKET/PROJECT PURCHASE**

**51104**

**Date: 04/25/2024**

**Page 1 of 1**

**VENDOR: 10944**

**TO: Excel Energy Group, Inc  
3003 East 17th St  
RUSSELLVILLE, AR 72802**

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

ATTN:

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

REC. LOC: Support Services - S. Renteria

REC. GRP: Support Services - S. Renteria

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		1.00000			100000.00		100000.00
	(1) Lighting Upgrade to include materials and installation labor (attached is detailed scope of work and Exhibit A) @ \$100,000.00						
	BUYBOARD 690-23 District Lighting Upgrade						
<b>TOTAL</b>							<b>100000.00</b>

P.O. Source	Account Number	Amount
Project Requisition	199.51.6249.82.860.99	100,000

**PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD**

**INSTRUCTIONS TO VENDORS**

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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:** Leo Benitez, Supervisor-Support Services/Transportation  
Jesus Martinez, Executive Director of Support Services  
**Subject:** Approval of PO # 51124– Caldwell Country Chevrolet  
**Date:** May 8, 2024

---

**HISTORY:**

As part of our fleet cycling program, we replace older vehicles with new ones to keep our fleet in a safe and efficient operating condition. Cycling is done in phases for budgetary feasibility. The purchase of the van had previously been approved by the Board under PO# 49624, however, the original vendor will not be able to place an order for production until 2025. We will be purchasing the van from another vendor that has this van currently in stock.

**RATIONALE:**

The purchase of this vehicles will improve our fleet dependability and efficiency while benefiting support operations. The van will store HVAC equipment and will be used to provide service at all district facilities. This vehicle will replace a 1998 Ford F-150 truck. The vehicle replaced by this purchase will be sent to auction once discard is approved.

**BUDGET:**

The funds to cover this purchase have been allocated from the 199-account budget.  
Total cost is: \$46,135.00

**ADMINISTRATIVE RECOMMENDATION:**

The administrative recommendation is to approve the purchase order for Caldwell Country Chevrolet

**Please check one:**  For approval     Report / Information only     Recognition only  
 Attachment Included

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**San Elizario Independent School  
District**

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

**PURCHASE ORDER NUMBER**

**51124**

**Date: 05/01/2024**

**Page 1 of 1**

**VENDOR: 2366**

**TO: Caldwell Country Chevrolet  
P.O Box 27  
Caldwell, TX 77836**

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

ATTN:

VENDOR PHONE: 979-567-6116

VENDOR FAX: 979-567-0853

VENDOR EMAIL:

REC. LOC: Administration Annex

REC. GRP: Support Services - S. Renteria

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		1.00000	EA	CG23405	45735.00	0.00	45735.00
	2023 Chevrolet Express Cargo Van RWD 2500						
	White, Rear Axle, Cruise Control, V6 Engine, Transmission 8 Speed, Audio System, Theft Alarm, Steering Wheel, Delivery Fee BUYBOARD 724-23						
2		1.00000	EA	COOP	400.00	0.00	400.00
	COOP Fee BUYBOARD 724-23 Please submit PO to Support Services White Fleet Maintenance Van						
<b>TOTAL</b>							<b>46135.00</b>

P.O. Source	Account Number	Amount
Budget Requisition	199.51.6631.82.851.99	46,135

**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.
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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  
Jesus Martinez, Executive Director of Support Services  
**Subject:** Consider and possible Board action to approve final payment to EP Big Media, Inc.  
for the SEHS Jumbotron-PO# 48446  
**Date:** May 8, 2024

---

**HISTORY:** EP Big Media., has completed all work regarding the installation of the jumbotron at San Elizario High School (SEHS).

**RATIONALE:** The purpose of this agenda item is to seek Board acceptance of the work and to approve the release of the remaining balance for the aforementioned project in accordance with CV (LOCAL).

**BUDGET:** The remaining amount of \$40,200.50 which includes any retainage owed to the contractor, will be paid from the allocated funds that were committed for this project.

**ADMINISTRATIVE RECOMMENDATION:** The recommendation is for the Board of Trustees to approve the final payment as presented.

**Please check one:**  For approval     Report / Information only     Recognition only  
 Attachment Included

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# EPISD- APPLICATION AND CERTIFICATE FOR PAYMENT

Page

of

**TO (OWNER):**  
San Elizario Independent School District  
1050 Chicken Ranch Road  
San Elizario, TX 79849-9999

**PROJECT TITLE:**  
Virtual Scoreboard for San Elizario HS 13981  
Socorro Rd, San Elizario, TX 42387

**APPLICATION NO.:** 4  
**APPLICATION DATE.:** 04/12/24  
**PERIOD FROM:** 03/01/24  
**PERIOD TO:** 03/31/24  
**PROJECT NO.:** 48446  
**PURCHASE ORDER:** 48446  
**BID/CSP NO.:** 22-7432  
**CONTRACT DATE:** 06/14/23  
**ACCOUNT STRING:** 199.81.6639.82.001.91

**Distribution to:**

X	OWNER
X	ARCHITECT
	CONTRACTOR

**FROM (CONTRACTOR):**  
EP Big Media, Inc.  
5710 Doniphan Dr.  
El Paso, TX 79932

**VIA (ARCHITECT):**

**VENDOR #10511**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	761,640.00
2 Net change by Change Orders	\$	42,370.00
3 CONTRACT SUM TO DATE (line 1 + 2)	\$	804,010.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	804,010.00
5 RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	0.00
b. 0% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 G703)	\$	0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	804,010.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	763,809.50
8 CURRENT PAYMENT DUE	\$	40,200.50
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** EP Big Media, Inc.

By:  Date: 4/12/24  
Type Name/Title:

**State of:** \_\_\_\_\_ **County of:** \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**My Commission expires:** \_\_\_\_\_  
**Notary Public:** \_\_\_\_\_

## CERTIFICATE FOR PAYMENT

In accordance with the Contractor Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**.....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT/ENGINEER:** 0

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Type Name/Title:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Number Date Approved		
TOTALS	\$0.00	\$0.00
Net change by Change Orders		\$0.00

# CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply:

APPLICATION NUMBER: 4

APPLICATION DATE: 04/12/24

PERIOD TO: 03/31/24

PROJECT NO.: 48446

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
	<b><i>San Elizario Scoreboard</i></b>							
1	Nevco AE-10mm True Pixel High Resolution Video Display	497,600.00	497,600.00		-	\$497,600.00	100%	\$0.00
2	Cabinet Light Box Single Sided- LED	5,740.00	5,740.00		-	\$5,740.00	100%	\$0.00
3	Installation materials(steel posts, piers, boom lifts and special equipment)*	80,000.00	80,000.00			\$80,000.00	100%	\$0.00
4	Installation	82,000.00	82,000.00			\$82,000.00	100%	\$0.00
5	Sound System and Speakers	89,700.00	89,700.00			\$89,700.00	100%	\$0.00
6	Installation of Sound System	6,600.00	6,600.00			\$6,600.00	100%	\$0.00
	<b><i>Change Order 1</i></b>							
7	Holes with Steel Pipe casings	38,320.00	38,320.00			\$38,320.00	100%	\$0.00
8	Chain link fencing, fabric, posts, plywood and remobilize drill; install new vertical posts	7,250.00	7,250.00			\$7,250.00	100%	\$0.00
	<b><i>Change Order 2</i></b>							
9	Credit for shorter steel posts	(3,200.00)	(3,200.00)			-\$3,200.00	100%	\$0.00
		\$804,010.00	804,010.00	0.00	\$0.00	\$804,010.00	100.00%	\$0.00



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 and Mr. Kevin Elizalde, SEHS Director of Bands  
**Subject:** Facility Use Agreement between San Elizario ISD and Sun City Musical Arts  
**Date:** May 8, 2024

---

**HISTORY:**

Sun City Musical Arts’ mission is to provide access to high-quality music education and opportunities for young and aspiring musicians who may not otherwise have access to these resources. Through their programs and partnerships with local schools and organizations, they aim to foster a lifelong love of music while empowering students with the skills and confidence to succeed in all areas of life.

**RATIONALE:**

Sun City Musical Arts seeks permission to use the facilities at SEHS provided by SEISD for musical rehearsals, performances, and related activities.

**BUDGET:**

There is not budget impact for this item.

**ADMINISTRATIVE RECOMMENDATION:**

It is the administration recommendation that the San Elizario ISD Board of Trustees approve the facilities agreement between SEISD and Sun City Musical Arts.

**Please check one:**  For approval    Report / Information only    Recognition  
 Attachment Included

*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.*

# Facility Use Agreement

## Between Sun City Musical Arts and San Elizario ISD

This Facility Use Agreement (“Agreement”) is entered into by and between Sun City Musical Arts (“SCMA”) and San Elizario Independent School District (“SEISD”), collectively referred to as the “Parties.”

### 1. Purpose and Scope

1.1 **Purpose:** SCMA seeks permission to use the facilities provided by SEISD for musical rehearsals, performances, and related activities.

1.2 **Facilities:** The facilities include fine arts rooms, gymnasiums, and outdoor spaces located within SEISD premises, as approved by SEISD.

### 2. Terms and Conditions

#### 2.1 Use of Facilities:

- SCMA shall use the facilities solely for musical and artistic purposes as outlined in Section 1.1.
- SCMA agrees to comply with SEISD’s rules and regulations regarding facility usage.
- SCMA agrees to provide SEISD a detailed event schedule and acknowledges that use of the facilities is subject to the discretion and control of SEISD. No property right, leasehold or tenancy of any kind is created or implied by this Agreement.

SEISD may terminate or suspend this agreement at any time in its sole discretion and for convenience or otherwise.

#### 2.2 Liability and Indemnification:

- SEISD shall not be liable for any damage, loss, or theft of musical instruments, equipment, or personal belongings brought onto the premises by SCMA.
- SCMA assumes full responsibility for safeguarding its property during the usage period.
- SCMA assumes full responsibility for safeguarding its property during the usage of facilities under this Agreement. SCMA shall not alter, improve or damage any property of SEISD.
- SCMA shall indemnify and save harmless SEISD and its Board of Trustees, agents, and employees from all third party suits, actions or claims of any character, type, or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the use of the facilities of SEISD under the terms of this Agreement.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in El Paso, Texas. **NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: SEISD DOES NOT WAIVE ANY RIGHTS IT MAY HAVE TO SOVERIGN IMMUNITY AS TO SCMA OR ANY THIRD PARTIES.**

#### 2.3 Insurance:

- SCMA is encouraged to obtain appropriate insurance coverage to protect against any losses related to its activities within the facilities.

### 3. Duration

3.1 **Effective Date:** This Agreement shall become effective upon execution by both Parties. 3.2

**Termination:** Either Party may terminate this Agreement with written notice to the other Party.

### Signatures

By signing below, the Parties acknowledge their understanding of and agreement to the terms outlined in this Facility Use Agreement.

understanding of and agreement to

#### Sun City Musical Arts (SCMA) Representative



2/27/24

Name: Caleb Tullius Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### San Elizario Independent School District (SEISD) Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ 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:** Horacio Hernandez, Executive Director of Technology  
**Subject:** ConnectED Texas  
**Date:** May 8, 2024

---

**HISTORY:** The lack of cellphone coverage in the San Elizario community area has always affected its residents and employees of the San Elizario ISD. While attending the TASA/TASB Winter Conference, TASB offered a session where, in conjunction with Diamond Communications, they offer full-service wireless infrastructure capabilities to help meet critical objectives like health and safety considerations and educational opportunities for rural communities.

**RATIONALE:** After initially trying to reach TASB back in November 2023, a meeting was arranged with Diamond Communications on March 7, 2024, where they provided a presentation deck with their findings on cellphone coverage from the three major cellphone providers, including a heat map for each of them. Following this meeting, Diamond Communications provided a Site Marketing Agreement (SMA) for board consideration.

**BUDGET IMPACT:** None

**ADMINISTRATIVE RECOMMENDATION:** The administrative recommendation is to allow San Elizario ISD to sign the ConnectED Texas Site Marketing Agreement allowing Diamond Communications to start contacting potential cellular service providers.

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

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# Economics

- **New Tower Builds** (assuming a monopole structure)
  - Diamond will incur all costs associated with tower construction
  - **ISD receives 30%** of the revenue received from the **first and second** cellular carriers installed
  - **ISD receives 40%** of the revenue received from the **third and any subsequent** cellular carriers installed
- **Existing Structures** (tower, rooftop, water tank, etc.)
  - **ISD receives 75%** of the revenue received from **any tenant** installed

## Revenue-Share Example Assumptions - New Tower Build

# of tenants	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10
1	\$9,000	\$9,225	\$9,456	\$9,692	\$9,934	\$11,240
2		\$9,000	\$9,225	\$9,456	\$9,692	\$10,996
3			\$12,000	\$12,300	\$12,608	\$14,264
<b>Total</b>	<b>\$9,000</b>	<b>\$18,225</b>	<b>\$30,681</b>	<b>\$31,448</b>	<b>\$32,234</b>	<b>\$36,500</b>

- Monthly Rent: \$2,500
- Annual Escalation: 2.5%

## SITE MARKETING AGREEMENT

This Site Marketing Agreement (the “**Agreement**”) is made and entered into on the latest date set forth on the signature page below (“**Effective Date**”), by and between Diamond Towers V LLC, a Delaware limited liability company having an address at 120 Mountain Avenue, Springfield, New Jersey 07081 (“**Diamond**”), and San Elizario Independent School District, a Texas corporation having an address at 1050 Chicken Ranch Road, San Elizario, TX 79849 (“**Entity**”). Diamond and Entity shall each be referred to as “**Party**” and together as “**Parties**.”

### WITNESSETH

**WHEREAS**, this Agreement covers those certain properties, towers, and other structures that are owned, leased, operated, or otherwise controlled by the Entity as designated on the attached Exhibit A, Included Properties, which is incorporated herein by reference for all purposes (each, a “**Property**,” and collectively the “**Properties**”); and

**WHEREAS**, Entity has determined that a public purpose may be served by the development of wireless communication infrastructure on the Properties; and

**WHEREAS**, Entity desires to retain Diamond to exclusively market existing wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on the Properties, including existing and newly developed structures for macro sites and small cells. These services will include marketing the Properties to any wireless communication operators or other tenants (each a “**Tenant**” or, if more than one, “**Tenants**”) interested in locating communications equipment on or in (a) existing towers, buildings, rooftops, kiosks, or other existing structures located on the Properties (each, an “**Existing Structure**”) and (b) new structures built on the Properties (each, a “**New Structure**”); and

**WHEREAS**, Diamond, having expertise in the field of telecommunications site management and development, is agreeable to being Entity’s exclusive representative for purposes of marketing the Properties to potential Tenants as described herein;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entity and Diamond agree as follows:

#### **Section 1. Engagement:**

Entity hereby grants Diamond the exclusive right during the Term, as herein defined, to market the Properties for telecommunication use by Tenants, including without limitation macro site infrastructure and small cell infrastructure. Any Property that Entity wishes to include in Diamond’s exclusive marketing rights is set forth in Exhibit A, Included Properties, attached hereto. The Parties may mutually agree to update Exhibit A from time to time during the Term to add properties to the list of “Properties” for which Diamond will have the exclusive right and license to market hereunder, provided that any such updates to Exhibit A are approved and signed by authorized representatives of each Party. Further, Entity reserves the right to remove any

Property from the list by notifying Diamond in writing if the Property is required for Entity purposes.

**Section 2. Duties of Diamond and Entity – Roles and Responsibilities:**

2.1 Diamond shall utilize its sales force to market the Properties to Tenants. The marketing may include the following:

2.1.1 The development and distribution of Entity- and Property-specific marketing materials, including presentations and marketing sheets which highlight attributes of the locations and carrier coverage analysis;

2.1.2 Incorporation of the Properties and Existing Structures into Diamond’s database for marketing to potential Tenants; and

2.1.3 Meetings with wireless communication companies, including Verizon, AT&T, T-Mobile, Dish Network, and cable companies, among others, to market the Properties.

2.2 Following a potential Tenant’s indication of interest to colocate or attach wireless communications equipment on a Property, Diamond shall submit information on the potential colocation or attachment to Entity for review, including the form of agreement as follows: (i) a lease/sublease agreement between Entity and Diamond for a colocation on an Existing Structure (a “**Colocation Agreement**”) utilizing the form attached hereto as Exhibit B, with Diamond leasing space from Entity on the Existing Structure and subleasing or licensing that space to the Tenant pursuant to an agreement between Diamond and Tenant, or (ii) a ground lease agreement (a “**Ground Lease Agreement**”) between Entity and Diamond for a colocation of a New Structure utilizing the form attached hereto as Exhibit C with Entity leasing an agreed upon portion of the applicable Property to Diamond for the construction, ownership, operation, and maintenance by Diamond of any such New Structure. The terms Colocation Agreement and Ground Lease Agreement may collectively be referred to as the “**Leases**” or individually as a "Lease.") In each of romanette (i) and (ii) above, Diamond will be granted a leasehold interest in the applicable Property, subject to the terms and conditions herein. Whether or not to accept any Lease, and on what terms, shall be in the sole discretion of Entity. Nothing herein shall require Entity to enter into any Lease or other agreement. No Lease or other agreement shall be effective unless and until all requisite approvals have been received by Entity including, as necessary, approval of its governing body. Diamond acknowledges that any Lease provided herein is an ancillary use of Entity’s Property, and nothing in this Agreement shall interfere with the Property’s use for Entity’s purposes. Entity, by and through its governing body, retains ultimate and exclusive authority to control all aspects of the Property’s use, including the right to determine at any time that a Property may be withdrawn from consideration for a Lease transaction.

- 2.3 In relation to any opportunity generated under this Agreement, Diamond shall provide Entity services including consulting; project management; regulatory and zoning approvals; community outreach; site management; existing tenant management (if applicable) site administration; and any other services agreed between the Parties. Diamond shall be responsible for compliance with all applicable local, state, and federal laws and regulations related to use of all Properties pursuant to this Agreement.

**Section 3. Access to the Properties:**

- 3.1 Entity acknowledges that, for Diamond to perform its duties, Diamond and its agents will require access to the Properties. Diamond shall have the right, upon prior notice to Entity as set forth herein, to grant access to and from the Properties to Diamond's employees and agents, and any Tenants, so long as the same does not interfere with Entity's use of the Properties and is for the purposes of facilitating Diamond's rights and obligations under this Agreement. When accessing any Property, Diamond, its employees, agents, and any Tenants shall comply with all Entity safety, security, and access protocols and requirements. Diamond shall provide Entity's designated contact (as listed in this agreement or as may be updated by Entity in writing) with at least seventy-two (72) hours' written notice prior to accessing any Property. Entity shall provide any safety, security, and access protocols for such Property to Diamond upon such request for access.

Entity Contact for Property Access: Horacio Hernandez  
(915) 872-3935

**Section 4. Term and Compensation:**

- 4.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect for a period of five (5) years following the Effective Date (the "**Initial Term**"). This Agreement may be extended for an additional five (5)-year term ("**Extension Term**") upon the mutual consent of Entity and Diamond, including receipt of all requisite approvals. The Initial Term and Extension Term may be collectively referred to as the "**Term**."
- 4.2 Entity shall have no obligation to compensate Diamond for any services performed pursuant to this Agreement. Diamond shall be responsible for all costs incurred in performance and shall have no right to reimbursement from Entity for any of its expenses, including without limitation expenses incurred for securing necessary permits and approvals to construct or install wireless communication equipment and related structures. Diamond acknowledges that it has received consideration for the performance of its obligations under this Agreement by virtue of the right granted to enter potential Lease transactions.

- 4.3 The compensation owed by Diamond to Entity related to any Lease shall be as further described in Exhibit D, attached hereto and a made a part hereof. Diamond's payment of any compensation to Entity will be as set forth in the applicable Lease.

**Section 5. Insurance:**

- 5.1 Diamond shall maintain in full force and effect throughout the Term commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall name Entity as an additional insured.
- 5.2 Diamond shall purchase and maintain Workers' Compensation as required by statute and Employer's Liability insurance.
- 5.3 Diamond shall purchase and maintain business automobile liability insurance, applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death to any one person, and for property damage on account of any one occurrence. The policy shall insure any vehicle used in connection with Diamond's obligations under this Agreement. A "Waiver of Subrogation" in favor of Entity shall be provided.
- 5.4 Diamond shall purchase and maintain professional liability insurance that will cover all acts, errors, or omissions and breach or disclosure of personal information by Diamond in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000.
- 5.5 Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
- 5.6 All insurance carriers will carry and A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

**Section 6. Indemnification:**

Diamond agrees to indemnify, defend, and hold Entity harmless from and against any and all third party claims, injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Entity arising from Diamond's negligent acts or omissions, or Diamond's intentional acts, related to the activities set forth in this Agreement. Notwithstanding the foregoing, to the extent permitted by law, Diamond's obligations under this Section shall not apply to any claim or liability to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to be based upon the negligence, recklessness, or willful behavior of Entity.

**Section 7. Termination for Default:**

- 7.1 In the event of a material breach of this Agreement (a “**Default**”) by either Party, the non-defaulting Party shall provide the defaulting Party with a written notice of said Default, providing the defaulting Party with at least thirty (30) days to remedy said Default; provided, however, that if any such Default is not capable of being cured within the requisite period of time, then so long as the Party charged with the Default has diligently pursued such cure of the Default within the prescribed period and continues to diligently pursue cure, such Party shall be given the reasonably necessary time, as determined in the reasonable discretion of the non-defaulting party, to cure the Default. If the Default continues after said cure period, the non-defaulting Party may immediately terminate this Agreement.
- 7.2 **Termination by Entity:** Entity may terminate this Agreement upon ninety (90) days’ written notice to Diamond if (i) within three (3) years of the Effective Date, Diamond’s marketing efforts have failed to yield any executed Lease agreements with Tenants regarding the Properties or (ii) the needs of Entity require other use of the Properties as determined in Entity’s sole discretion. Termination of this Agreement pursuant to this Section 7.2 shall not terminate any active Leases, which Leases may only be terminated by their own terms. Notwithstanding the foregoing, and to the extent such termination is not due to subsection (ii) above, if Diamond has received bona fide interest from a Tenant to collocate on a Property within three (3) years of the Effective Date, Diamond shall be entitled to continue working with such Tenant, post termination, to finalize a Lease. Such Lease shall remain subject to the terms and conditions of this Agreement. For purposes of this Section, “bona fide interest” means a proposal, written expression of interest regarding a specific Property or Properties, commencement of formal negotiation of terms, or other documented expression of specific intent or interest by a potential Tenant regarding a Property. “Bone fide interest” shall not include receipt, general response, or informal communications regarding marketing of properties not specific to a particular Entity Property or Properties.

**Section 8. Successors and Assigns:**

This Agreement may not be transferred or assigned by Diamond without the express written consent of Entity. To the extent permitted by law and if a transfer or assignment is agreed to by Entity, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Entity and Diamond.

**Section 9. Entire Agreement:**

This Agreement and the related agreements referred to herein and attached hereto constitute the entire agreement between the Parties with respect to the subject matter herein and shall supersede all prior agreements and understandings, oral or written, between the Parties hereto concerning the subject matter of this Agreement. No Party has made any oral or written representation other than those set forth in this Agreement, and no Party is entering into this Agreement in reliance on any representation other than those set forth in this Agreement.

**Section 10. Notices:**

Any notice, approval, waiver, objection, or other communication (“Notice”) required or permitted to be given hereunder or given in regard to this Agreement by one Party to the other shall be in writing and the same shall be given and be deemed to have been served and given: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the Party to whom notice is given; (b) if mailed United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, when delivered; or (c) if by overnight delivery by a nationally recognized courier, when received by the other Party. Any Party may change its address for notices by notice theretofore given in accordance with this Section 10:

If to Entity, to:

San Elizario Independent School District  
1050 Chicken Ranch Road  
San Elizario, TX 79849  
Attn: Horacio Hernandez

If to Diamond, to:

Diamond Towers V LLC  
120 Mountain Avenue  
Springfield, New Jersey 07081  
Attention: Legal Department

**Section 11. Headings:**

The headings within this Agreement are intended solely for the convenience of reference and shall not be considered in construing this Agreement.

**Section 12. Governing Law:**

This Agreement shall be governed in accordance with the laws of the State of Texas, without regard to that State’s conflicts laws.

**Section 13. Representations and Warranties:**

- 13.1 Each Party represents and warrants to the other Party that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Party and is enforceable in accordance with its terms.
- 13.2 Diamond represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any

request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2271.

- 13.3 Diamond represents and warrants that (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2274.
- 13.4 Diamond verifies that (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2272.

**Section 14. Public Information Act.** Diamond acknowledges that Entity must and will comply with Texas Government Code, Chapter 552, the Texas Public Information Act (“PIA”) in the release of information, including this Agreement, any Lease, and any information which may be received or produced under this Agreement. Entity will use reasonable efforts to notify Diamond if a request for public information is received which may require Entity to disclose any portion of the information provided by Diamond or any other material that Diamond has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow Diamond the opportunity to seek to protect such materials from public disclosure. However, Diamond acknowledges and agrees that Entity (i) is not obligated to assert or argue on behalf of Diamond that any information provided to Entity is exempt from disclosure, (ii) will disclose information when required by the PIA, and (iii) shall not be liable for the disclosure of any information submitted by Diamond.

**Section 15. Limitation on Damages.** Neither Party, nor any of the Parties’ respective parents, subsidiaries, affiliates, governing body members, directors, officers, partners, shareholders, members, employees, agents, successors, or permitted assigns, will be liable for any special, incidental, indirect, exemplary, punitive or consequential damages of any kind whatsoever, including lost profits, lost revenues, lost data, and other economic losses, however caused and regardless of whether such damages are foreseeable or whether a Party has been advised of their possibility. These limitations on damages will apply regardless of whether the liability arises out of breach of contract, tort, indemnity, or any other theory.

IN WITNESS WHEREOF, this Agreement shall become effective on the Effective Date:

ACCEPTED BY:

San Elizario Independent School District

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

ACCEPTED BY:

Diamond Towers V LLC

BY: \_\_\_\_\_

PRINT NAME: Michael G. Brett

TITLE: COO

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

**EXHIBIT A**  
**Included Properties**

San Elizario ISD Administration Building, 1050 Chicken Ranch Road, San Elizario, TX 79849

San Elizario ISD Administration Annex Building, 13680 Socorro Road, San Elizario, TX 79849

Support Services Operations Center, 200 North Herring Road, San Elizario, TX 79849

San Elizario High School, 13981 Socorro Road, San Elizario, TX 79849

Ann Garcia-Enriquez Middle School, 12280 Socorro Road, San Elizario, TX 79849

Lorenzo G. Alarcon Elementary School, 12501 Socorro Road, San Elizario, TX 79849

Alfonso Borrego Sr. Elementary School, 13300 Socorro Road, San Elizario, TX 79849

Josefa L. Sambrano Elementary School, 200 North Herring, San Elizario, TX 79849

Lorenzo G. Loya Primary School, 13705 Socorro Road, San Elizario, TX 79849

Fernie Madrid Eagle Park, 1444 Main Street, San Elizario, TX 79849

**EXHIBIT B**

**Colocation Agreement Form**

**[ATTACHED]**

## ANTENNA SITE LEASE AGREEMENT

This Antenna Site Lease Agreement (“**Agreement**”) is entered into on this \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”), by and between Diamond \_\_\_\_\_ LLC, having an office at 120 Mountain Ave., Springfield, NJ 07081, on behalf of itself and its affiliates (hereinafter referred to as “**Diamond**”), a Delaware limited liability company, and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as “**Landlord**”), a \_\_\_\_\_.

WHEREAS, the term “**Premises**” as used in this Agreement refers to the land, improvements or property owned or managed by the Landlord and known as \_\_\_\_\_, located at \_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas, , together with a non-exclusive easement for ingress and egress as more particularly described in the attached Exhibit A.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration recited herein, receipt of which is hereby acknowledged by the Landlord and Diamond, Landlord and Diamond agree as follows:

1. **USE:**

(a) Landlord leases to and grants Diamond exclusive use of the Premises for the installation, removal, operation and maintenance of wireless communications transmission systems of Diamond and/or those individuals or entities (such individuals or entities being hereinafter collectively referred to as “**Licensees**”) installing, removing, maintaining and/or operating radio communications systems, video transmission systems and/or other communications transmission systems at the Premises pursuant to separate agreements between Diamond and such Licensees. This equipment and its component parts are hereinafter defined and referred to collectively as the “**System(s)**”.

(b) The parties hereto agree that the System(s) and/or equipment may be owned by Diamond and/or Diamond’s Licensees and that Diamond shall remain fully responsible for the performance and observation of the duties, conditions and provisions under this Agreement. Diamond shall have the right to post on the Premises, a conspicuous sign giving notice of its exclusive right to the use of the Premises for the installation of such System(s). Said sign shall be no larger than 8.5” X 3.75” and shall be posted in such a manner that no damage will be done to the property of the Landlord.

(c) Diamond or its Licensees will have to perform engineering analysis as to the feasibility of or coverage provided by Systems installed at the Premises. Landlord understands that Diamond and/or its Licensees cannot install the System(s) at the Premises without obtaining all required permits, consents, and approvals of all governmental authorities and agencies or other applicable third parties pertaining to or in connection with the construction, ownership, operation, maintenance or use of the Systems (collectively, the “**Approvals**”). Landlord shall reasonably assist Diamond or its Licensees in obtaining all necessary Approvals, but such assistance shall be

at no cost to Landlord. As a result of the indeterminate time it will take before the necessary Approvals are granted and/or the engineering studies of Diamond or its Licensees are completed, Landlord is aware that there can be no date certain for installation of System(s) at its Premises but Diamond agrees to work in good faith and with due diligence.

## 2. **TECHNICAL:**

(a) It is understood that the exact model number and types of equipment associated with each System shall be determined upon completion of engineering studies since frequency, coverage pattern, technological improvements and other factors are integral parts of such a determination. It is understood and agreed that the particular equipment associated with each System may include antenna(s) for transmitting and for receiving (being of various sizes and shapes; i.e., poles, panel, parabolic, etc., and which may be installed on the same mounting assembly or at a different level or location), radio base station(s) and cables which are connected to the antenna(s), a video system which may include video and radio components and associated control accessories.

(b) Diamond and Licensees shall be permitted to use the interior and exterior portions of the Premises for the location of antennas and to use the interior portions of the Premises to install, remove, operate, maintain and repair cables, pipes, conduits, cable trays and other associated components in order to connect and operate such System(s).

(c) At Landlord's option and at Diamond's sole expense, Diamond and/or Licensees may utilize the electrical power distribution system installed at the Premises, or Diamond and/or Licensees may make arrangements with the electric utility company to have a separate electric service, billed to and paid directly by Diamond or Licensee, installed upon the Premises solely for the purpose of supplying electrical power to the System(s). In the event that Landlord elects for Diamond and/or the Licensees to utilize the electrical power distribution system installed at the Premises, Diamond and/or the Licensees, at their sole respective expense, will arrange for the electric utility company to install a sub-meter, bearing the relevant certificate of accuracy, to measure the electrical power consumed by equipment of Diamond and/or any Licensees. In such case, Diamond will reimburse Landlord for power consumed. Such reimbursement shall be in addition to the monthly amounts paid or sums paid the Landlord pursuant to the provision of Section 15 and Exhibit B of this Agreement and shall not be included in the calculation of revenue received from the installation of System(s) at the Premises as set forth on Exhibit C attached hereto and made a part of this Agreement. In the event that Landlord elects for Diamond and/or any Licensee to have a separate electric service installed upon the premises, Diamond and/or the Licensee(s) shall make arrangements with the utility company to install the separate electric service, at the sole expense of Diamond and/or Licensee(s), and bill Diamond or Licensee(s) directly for electricity consumed by said system.

(d) Prior to the initial installation of the Systems or any existing utilities, Diamond shall submit to the Landlord, for its approval, plans and specifications for the same. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or reject each submittal by delivering to Diamond a completed Landlord approval form in substantially the form of the Landlord Approval Form attached hereto as Exhibit D ("**Landlord Approval Form**")

within thirty (30) days after receipt of any such submittal from Diamond. In the event that a Diamond submittal is rejected, such Landlord Approval Form shall describe in detail the reason for such rejection and will allow Diamond the opportunity to remedy the specified reasons for rejection if possible. All costs and expenses, including but not limited to the cost of repairs related to the making of any installations and modifications to the Systems or electrical services and meters directly related to the Systems shall be borne by Diamond.

(e) If at any time Diamond reasonably determines that any System(s) installed at the Premises does not materially perform to expectation, or is subject to material interference, or material changes in the surrounding buildings and/or structures limits the System(s) effectiveness, Diamond will have the right to remove said System(s) and cease payment corresponding to the specific System(s) removed. In such event, and at Landlord's option, Diamond shall, at its expense, remove any separate electrical service, if installed, or reverse any modifications to the electrical distribution system of the Premises, and, in all events, Diamond shall restore the Premises to its condition existing prior to said installations or modifications, reasonable wear and tear excepted.

3. **INTERFERENCE:**

(a) Should it be reasonably determined that the System(s) installed by Diamond and/or any Licensee cause any interference to the radio, television or other electronic components of Landlord or the tenants within Landlord's building, then Diamond will immediately provide whatever expertise and equipment is necessary for the elimination of the interference at the sole expense of Diamond. If the interference cannot be eliminated by ordinary means, using accepted engineering practices, then components of the offending System(s) shall be removed from the Premises by Diamond or any Licensee upon written request of Landlord.

(b) Diamond represents that, prior to entering into this Agreement, it will exercise due diligence in reviewing the Premises and existing uses on or near the Premises to reasonably determine that it is appropriate for the intended use without interference, and will continue to exercise such due diligence prior to any installation(s) by Diamond or any Licensee. In the event the Landlord or Landlord's tenants install electronic equipment after the date of installation(s) by Diamond or any Licensee and such equipment causes material interference to the System(s) of Diamond or any Licensee, then, Diamond shall notify Landlord and the Parties agree to work in good faith to try to determine solutions to mitigate or resolve the interference problem, including removing or relocating the offending equipment. In the event interference is material and unable to be rectified, Diamond shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to Landlord.

4. **QUIET ENJOYMENT:** Landlord covenants and agrees that, upon Diamond's observing and performing all the terms of this Agreement, Diamond and all Licensees may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

5. **CONDITION OF PREMISES:** Diamond acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Diamond accepts the Premises in their current condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER,

EXPRESS OR IMPLIED,” other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, Diamond accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purposes or development potential.

6. **WAIVER OF CONSUMER RIGHTS UNDER DTPA:** AS A MATERIAL CONSIDERATION FOR LANDLORD’S ENTERING INTO THIS AGREEMENT, DIAMOND HEREBY WAIVES ANY RIGHTS IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, DIAMOND VOLUNTARILY CONSENTS TO THIS WAIVER.

7. **ACCESS:** Landlord hereby authorizes Diamond and its Licensees and their respective officers, agents, assigns, representatives, employees, contractors, subcontractors, and clients to access the aforementioned Premises for the purpose of installing, removing, operating, repairing and maintaining the System(s). Access to the Systems shall be scheduled by Diamond with Landlord in advance, on no less than forty-eight (48) hours written notice, during normal working hours on normal business days. Diamond shall schedule access in accordance with this Section by calling the following number \_\_\_\_\_ or via email at \_\_\_\_\_. Any persons accessing the Premises shall be required to comply with all Landlord safety, security, and access protocols and requirements. In the case of an emergency or material equipment malfunction, access to the System(s) will be permitted at any reasonable time, subject to reasonable security, safety and identification procedures required by the Landlord and/or applicable law.

8. **OWNERSHIP:** Any System(s) installed by Diamond and/or any Licensee upon the Premises, including but not limited to the antennas, poles, accessories and other components, shall remain the personal property of Diamond or the Licensee, as the case may be, and shall not be deemed fixtures. Landlord agrees to do nothing to intentionally destroy said System(s) identification or cloud the ownership of the above-described property.

9. **NO LIABILITY:** Landlord does not assume any liability for the System(s) installed at the Premises nor does it guarantee the proper installation, removal, operation, security or maintenance of any System(s) installed thereon.

10. **INSURANCE:** Diamond shall furnish a Certificate of Insurance to Landlord, naming Landlord as holder, to cover any damage that may arise by virtue of the installation, removal, operation or maintenance of the System(s). Throughout the initial term and any renewal term of this Agreement, Diamond shall procure and maintain commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Landlord as additional insured. Diamond shall require all of its Licensees, contractors and subcontractors to maintain general liability insurance coverage in an amount equal to that specified in this Section 10. Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout

the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

11. **INDEMNIFICATION AND HOLD HARMLESS**: In addition to, and without limiting, any other indemnification obligations in this Agreement, Diamond will defend, indemnify, and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Diamond or its agents, employees, contractors, invitees, licensees, or sublessees on Landlord's property; and (b) Diamond's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Diamond shall have no obligation to indemnify and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Landlord's negligence or willful misconduct.

12. **COMPLIANCE**:

(a) Diamond shall comply with all federal, state, and local rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and shall require the same compliance by all Diamond Licensees, agents, contractors, and subcontractors. Diamond shall defend, indemnify, and hold harmless Landlord for any claims, suits, actions, liability, loss, or damage caused by the noncompliance by Diamond, its employees, agents, contractors, and Licensees.

(b) Without limiting any other compliance requirements in this Agreement or under applicable law, Diamond shall comply with all applicable requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Diamond shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Landlord and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Landlord a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the

Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10<sup>th</sup> day after Landlord receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Landlord may notify Diamond that the construction, alteration, or repair may not proceed.

(iv) Diamond acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

### 13. **CASUALTY & CONDEMNATION:**

(a) In the event of any damage to or destruction of or condemnation of the Premises or any part thereof which renders the Premises unusable or inoperable through no fault of Diamond, Diamond shall have the right, but not the obligation, to elect within thirty (30) days of the date of the casualty or other harm to terminate this Agreement and all of its duties and obligations herein by giving written notice to Landlord after such damage, destruction or condemnation, if by virtue of such casualty, Diamond reasonably determines that the Premises are no longer adequate for Diamond to continue its material operations or the operations of any Licensee or any necessary repairs to the Premises have not been completed or cannot be reasonably completed within one hundred eighty (180) days from the date of the damage. If Diamond does not terminate this Agreement the amount of compensation payable to Landlord herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Diamond shall be fully responsible, including obtaining insurance coverage for its own protection from losses from any damages to Systems or other equipment or personal property placed at the Premises, and Landlord shall not directly or through insurance be liable for any loss to such Systems, equipment, or property, except to the extent caused by Landlord's negligence or willful misconduct and, in such event, only to the extent permitted by law.

(b) In the event of condemnation, unless Diamond and the Licensees are allowed by the condemning authorities to continue its operation on the Premises, this Agreement may be terminated by Diamond as of the date title to the lands vests in the condemning authority or the date Diamond is required to cease its operation, whichever is earlier. Diamond shall be entitled to seek its own award from the condemning authority.

14. **DEFAULT AND TERMINATION:** Except as otherwise provided in this Agreement, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) In the event either party shall default in its obligations under this Agreement and such default is not cured within sixty (60) days from the date of receipt of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the defaulting party commences and continues to cure the default within such period, the defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Diamond to Landlord, if Diamond is unable to obtain or maintain through no fault of Diamond, any license, permit or other governmental approval necessary for the construction and/or operation of the Systems or Diamond's business; or

(c) By Diamond for any or no reason upon three (3) month's advance written notice from Diamond to Landlord, and upon payment of a termination fee to Landlord in an amount equal to twelve (12) months of compensation as calculated using the manner and rate specified on Exhibit B.

(d) By Landlord as set forth in this Section 14(d). As a governmental entity, Diamond acknowledges that, by entering into this Agreement, Landlord is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Agreement to interfere with the property's public purpose. After the tenth (10<sup>th</sup>) anniversary of the Effective Date, to the extent Landlord's governing body determines that the Agreement will no longer serve a public purpose or that the Premises is required for other purposes, Landlord may, upon at least one hundred eighty (180) days' written notice to Diamond, terminate the Agreement at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Landlord to use the Premises for the governmental entity's own purposes after the tenth (10<sup>th</sup>) anniversary of the Effective Date, Diamond agrees to work with Landlord to modify the Agreement to accommodate such use or, if such accommodation is not possible, Landlord may terminate the Agreement upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the initial term, nothing in this Agreement shall be deemed to prohibit Landlord's right and ability, as a governmental entity, to use the Premises or take any action, regardless of the potential for interference with the Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Landlord shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Landlord, Landlord and Diamond shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Landlord for Diamond to relocate the Systems to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Systems, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Diamond shall provide Landlord with an estimate of the cost for relocating the Systems and related carrier equipment to the proposed new location(s) ("Estimated Relocation Cost") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Diamond shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual

cost to Diamond to relocate the Systems and related carrier equipment up to the Estimated Relocation Cost.

15. **COMPENSATION**: During the term of this Agreement, including any renewals, Diamond shall have the exclusive right to collect all rents and other lease or licensee fees from Licensees. Diamond shall compensate Landlord in the manner and at the rate specified in Exhibit B attached hereto and made a part hereof, on or before the last day of the month following Diamond's receipt of Licensee's payment. In no event shall Diamond be required to compensate Landlord any amount that has not been actually received by Diamond from Licensee. Diamond will maintain accurate books and records of accounting, in accordance with generally accepted accounting principles, for the determination of amounts owed and payments to be made under this Agreement. Upon reasonable notice, and once per calendar year, Landlord or its designee shall have the right, during regular business hours, to inspect the books and records of Diamond relating to determination of amounts owed and payments required to be made under this Agreement.

16. **TAXES**. Landlord, a governmental entity, is generally exempt from taxation and shall be required under this Agreement to pay any taxes for which it is exempt. Diamond shall be responsible for the payment of any personal property taxes assessed on, or any portion of such taxes attributable to, the Systems, if any. If Landlord receives a tax assessment or bill for any personal property taxes on or attributable to the Systems, Landlord shall furnish Diamond a copy within thirty (30) days of receipt by Landlord or Landlord's representative, a copy of the tax assessment or bill for any personal property taxes which are assessed on, or any portion of such taxes attributable to, the Systems, if any. Landlord hereby represents and warrants, to the best of its knowledge as of the date of this Agreement, that Landlord's Premises on which the Systems are located (or are to be located) is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of the Premises.

17. **TERM**:

(a) The initial term of this Agreement shall be a period of five (5) years commencing on the Effective Date. During the term of this Agreement, Diamond shall have the exclusive right to install, remove, operate, and maintain wireless communications System(s) at the Premises with the sole exception being Landlord's own equipment used for its personal or its business use. Diamond shall have the right to extend the period of this Agreement for five additional successive five (5) year terms upon the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive renewal term unless Diamond notifies Landlord in writing at least ninety (90) days before the expiration date of the then current term of Diamond's intention not to extend the relevant term.

(b) During the term of this Agreement and any renewals thereof, Landlord will not permit a Licensee or a potential Licensee to by-pass Diamond or to negotiate directly with the Landlord for the rental of space on the Premises.

(c) Except as otherwise provided herein, should a Licensee or potential Licensee approach the Landlord directly or indirectly, Landlord will refer the Licensee to Diamond and

Landlord will not negotiate directly or indirectly with a Licensee or potential Licensee related to rental of space on the Premises.

18. **AUTHORITY**: By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

19. **INTEGRATED AGREEMENT**: This Agreement and all exhibits and amendments attached hereto represent the full and complete agreement between the parties.

20. **MODIFICATIONS**: Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

21. **SEVERABILITY**: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. **SUBORDINATION AND NON-DISTURBANCE**. To the extent applicable, this Agreement shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "**Mortgage**") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Diamond agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Agreement and that Diamond shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as Diamond is not in default of this Agreement beyond applicable notice and cure periods. Landlord and Diamond shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises are encumbered by a Mortgage on or after the Effective Date, Landlord, no later than ten (10) days thereafter, shall use commercially reasonable efforts to obtain and furnish Diamond with a non-disturbance and attornment agreement in recordable form from the holder of each Mortgage.

23. **ASSIGNMENTS AND SUBLEASES**. Except as provided in this Section, Diamond may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Diamond may, upon written notice to Landlord, (i) sublease space on the Tower Facilities and within the Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Diamond under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Landlord's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature,

which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Diamond to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Landlord shall be null and void.

24. **SURVIVORSHIP**: This Agreement shall be binding upon the successors, heirs and permitted assigns of the parties. This Agreement shall run with the Premises.

25. INTENTIONALLY DELETED.

26. **ESTOPPELS**. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Agreement to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Agreement; (ii) the extent to which this Agreement has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

27. **RECORDATION**: Diamond, at its option, shall have the right to record a memorandum of this Agreement in the form of the Memorandum of Antenna Site Lease Agreement attached hereto as Exhibit E with the county clerk's office in which the Premises is located and/or the county clerk's office in which this Agreement was executed.

28. **HAZARDOUS SUBSTANCE**:

(a) Landlord represents and warrants that to its knowledge without duty of inquiry, the Premises are free of any Hazardous Substance. "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. With prior written notice to Landlord, Diamond shall have the right, but not the duty, to enter upon the Premises and conduct, at Diamond's sole cost and expense and for its sole use and benefit, an environmental assessment to determine the presence of hazardous substances within, on, or under the Premises, provided that Diamond shall not undertake any subsurface environmental testing without the prior consent of Landlord, which may be withheld in the sole discretion of Landlord.

(b) During the Term of this Agreement, Diamond shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material on or under the Premises by Diamond, its Licensees, agents, employees, business invitees, or contractors. Notwithstanding the foregoing, Diamond, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Premises and such installation shall not be a violation of this Section. Diamond shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Diamond shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions, or negligence of Diamond, its Licensees, sublessees, agents, employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Agreement.

29. **NOTICES:** All notices required under or permitted by this Agreement shall be given and served in writing, either delivered personally or sent by overnight courier, providing proof of such service, and addressed to the following parties:

If to Landlord, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Diamond, to:

Diamond \_\_\_\_\_ LLC  
120 Mountain Ave.  
Springfield, New Jersey 07081  
Attention: Legal Department

With a copy to:

Diamond \_\_\_\_\_ LLC  
120 Mountain Ave.  
Springfield, New Jersey 07081  
Attention: Lease Administration

30. **DIAMOND'S RENTAL STREAM OFFER.** If at any time after the date this Agreement, Landlord receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall promptly notify Diamond and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Diamond with a copy of the Rental Stream Offer. To the extent permitted by law, Diamond shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of

the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Landlord agrees to consider any such offer from Diamond in good faith. However, Diamond acknowledges and agrees that nothing herein shall obligate Landlord to consider or approve any Rental Stream Offer, including that of Diamond, and any contract shall be subject to Landlord's determination of best value, requirements of law, and approval of Landlord's governing body.

31. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

32. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Systems or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to Diamond's right to remove all or any portion of the Systems from time to time in Diamond's sole discretion and without Landlord's consent.

33. **REMOVAL OF PERSONAL PROPERTY.** On or after termination of this Agreement, Diamond shall, at its sole cost and expense, remove the Systems and all other personal property and improvements which Diamond or its Licensees, sublessees, agents, or contractors has installed or otherwise located on the Premises. Diamond shall reasonably restore the Premises to its original condition within sixty (60) days and shall continue to pay compensation as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Premises within the required time, such items shall be deemed abandoned, and Landlord shall be entitled to remove the remaining items and invoice Diamond for all actual costs of doing so and Diamond shall remit payment of such invoice to Landlord within thirty (30) days of receipt.

34. **MISCELLANEOUS**

(a) This Agreement constitutes the entire agreement and understanding of Landlord and Diamond with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Landlord and Diamond.

(b) This Agreement shall be construed in accordance with the laws of the state in which the Premises is situated.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) Whenever under this Agreement the consent or approval of Landlord is required or a determination must be made by Landlord, no such consent or approval shall be unreasonably

withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(f) Diamond acknowledges that Landlord is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Diamond asserts any of its information is confidential or proprietary, Diamond must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Landlord, from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act.

(g) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

{Signatures on following page}

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

LANDLORD:

[\_\_\_\_\_]

DIAMOND:

Diamond \_\_\_\_\_ LLC

*Draft Only – Not for Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Draft Only – Not for Signature*

Name: Michael G. Brett

Title: CFO

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**

**PREMISES**

DRAFT

**EXHIBIT B**  
**COMPENSATION**

Landlord shall be compensated on a monthly basis during the term of this Agreement and any renewals thereof at a rate of \_\_\_\_\_ percent (\_\_\_) of the total revenue collected by Diamond less (i) any maintenance, monitoring, insurance, utilities and other operational expenses and additional rents to third parties, incurred by Diamond, and (ii) any taxes, fees, assessments, surcharges or other expenses payable by Diamond to any governmental authority or any third party for Diamond's or a Diamond Licensee's operation on such Property.

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**EXHIBIT C**

**Formula for Electrical Consumption Reimbursement**

DRAFT

**EXHIBIT D**

**FORM OF LANDLORD APPROVAL FORM**

DRAFT

**EXHIBIT E**

**FORM OF MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT**

After recording, return to:  
Legal Department  
Diamond \_\_\_\_\_ LLC  
820 Morris Turnpike, Suite 104  
Short Hills, New Jersey 07078

Site Name:

**Memorandum of Antenna Site Lease Agreement**

This memorandum evidences that a lease (“Lease”) was made and entered into by written Antenna Site Lease Agreement dated \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (“Landlord”) and DIAMOND \_\_\_\_\_ LLC (“Diamond”), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Landlord leases to Diamond the premises (the “Premises”) described in Exhibit A attached hereto and located at \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas. The term of the Lease is for five (5) years commencing on \_\_\_\_\_, 20\_\_, which term is subject to five (5) additional five (5) year extension periods .

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

LANDLORD:

[\_\_\_\_\_]

*Exhibit Only – Not for Signature* \_\_\_\_\_

DIAMOND:

DIAMOND \_\_\_\_\_ LLC

*Exhibit Only – Not for Signature* \_\_\_\_\_

\* Final Memorandum will have appropriate state notary blocks.

DRAFT

**EXHIBIT C**

**Ground Lease Agreement Form**

[ATTACHED]

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 202\_\_\_, by and between \_\_\_\_\_ (“Optionor”) and DIAMOND TOWERS V LLC, a Delaware limited liability company (“Optionee”).

### I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option (“Option”) to lease a certain parcel of real property, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, more particularly described on Exhibit “A”, and survey or site plan shown on Exhibit “A-1”, attached hereto (“Leased Premises”); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit “B” attached hereto (“Easement”). Optionor agrees and acknowledges the Optionee may, at Optionee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for twenty four (24) months from the Effective Date (“Option Initial Term”).

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Two Thousand and 00/100 Dollars (\$2,000.00) (“Option Consideration”).

4. Extension of Option. This Option can be extended at the discretion of Optionee for one (1) additional period of twelve (12) months (“Option Renewal Terms”) by Optionee paying to Optionor the additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) prior to the expiration of the Option Initial Term or any Option Renewal Term. No more than two (2) total Optional Renewal Terms will be allowed hereunder unless agreed to by Entity in writing. The Option Initial Term and all Option Renewal Terms shall hereinafter be referred to collectively as the “Option Term.”

5. Optionor’s Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that, as of the date of this Agreement:

(a) To the knowledge of Optionor, without duty of inquiry or conducting a title search, Optionor has good title to the Leased Premises and the Easement;

(b) To the knowledge of Optionor, Optionor has the authority to enter into and be bound by the terms of this Option;

(c) To the knowledge of Optionor, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

(d) To the knowledge of Optionor, the Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, subject to Optionors retention of its authority to manage and control its governmental owned property and use the Leased Premises when required for Optionor's public purposes during the Option Term, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date, upon at least seventy two (72) hours prior written notice to Optionor, to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities, and shall comply with all Optionor safety, security, and access protocols and requirements. Notwithstanding any provision to the contrary contained in this Agreement, Optionee shall not have the right to undertake any subsurface environmental testing on the Leased Premises without the prior written consent of Optionor, which consent may be withheld in the sole discretion of Optionor. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice. Optionor shall, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest or, if Optionee will not accept any survey or title defects, Optionee may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

7. Further Acts. Optionor shall cooperate with Optionee's reasonable requests in executing documents as may be necessary to establish Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as may reasonably be required to effect the intent of this Option, at the sole cost and expense of Optionee. Notwithstanding the foregoing, Optionee shall have no obligation to pay Optionor's legal fees associated with such actions. Optionee shall be responsible for the filing of any applications with federal, state and local governmental authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications. To the extent applications may require Optionor approval, inclusion, or submission,

Optionee shall provide such applications to Optionor for review and approval with reasonable and sufficient time (which shall be no less than ten (10) Optionor business days) to review.

8. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee upon the written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed, with respect to any assignment of this Agreement by Optionee. Upon written approval of Optionor to such sale, assignment or transfer, and the completion of such sale, assignment, or transfer, Optionee shall be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. Notwithstanding the foregoing, Optionee may assign this Option to an Affiliate, as hereinafter defined, of Optionee without Optionor's consent. Optionee shall provide written notice to Optionor of such Affiliate assignment.

9. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Premises which would adversely impact the zoning status of the Tower, the property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Premises for the Intended Use, as further defined herein, unless such change is determined, in Optionor's sole discretion, to be necessary for its own use of property for its governmental/public purposes. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during the Option Term shall be so applicable.

## **II. GROUND LEASE AGREEMENT**

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, associated antennas, equipment shelters or cabinets, buildings, fencing and related facilities and activities ("Intended Use"). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's Intended Use of the Leased Premises (the "Governmental Approval"). Lessee shall prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use. Lessor agrees to reasonably assist Lessee with such applications and with obtaining and maintaining

Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the "Additional Premises") for such modification or upgrade, Lessee shall notify Lessor such that the parties may seek to negotiate a Lease for Additional Premises, as may be available and appropriate, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Nothing herein shall be deemed to require Lessor to lease Additional Premises or to guaranty the availability of any property not within the Leased Premises for lease.

12. Legal Compliance. Lessee will comply with and abide by all federal, state, and local laws and regulations in its performance under this Lease and its use and activities on the Leased Premises, Easement, or other Lessor property, including, but not limited to, obtaining, at its sole expense, all licenses, permits, or regulatory or governmental approvals that may be required. Lessee shall further require the same compliance by its contractors, licensees, or sublessees in all agreements. Lessee shall defend, indemnify, and hold harmless Lessor for any claims, suits, actions, liability, loss, or damage arising out of any noncompliance by Lessee, its employees, agents, contractors, licensees and sublicensees.

13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 10 above, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term").

14. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month to month basis ("Holdover Term"), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the "Term."

15. Rent. Commencing on the first day of the calendar month following the date that Lessee commences construction on the Leased Premises ("Rent Commencement Date"), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent ("Rent") provided in the Rent Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable state, county or local sales or use tax from which Lessor is not exempt. It shall be the sole responsibility of the Lessor to remit payment of any applicable state, county or local sales or use tax related to the Rent from which Lessor is not exempt to the appropriate taxing authority. Nothing herein shall be deemed to impose on Lessor the obligation to pay taxes from which it is exempt. Rent shall be payable in advance on or before the fifteenth

(15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee.

16. Lessor's Representations and Warranties. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement and without duty of inquiry, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will materially interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. Lessee represents that it has exercised due diligence in its review of the Leased Premises to determine that its Intended Use is not actually or constructively prohibited by any laws, rules, or regulations. In the event that, despite Lessee's exercise of due diligence, Lessee's Intended Use of the Leased Premises becomes actually or constructively prohibited through no fault of Lessee or the Leased Premises becomes, in Lessee's commercially reasonable opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease. In the event that Lessee terminates solely due to its opinion that the Leased Premises are unacceptable, but the Intended Use is not actually or constructively prohibited, Lessee shall pay Lessor a termination fee of two (2) months' Rent.

18. Interference Lessee represents that, prior to entering into this Agreement, it has exercised due diligence in reviewing the Leased Premises and existing use of property adjacent to the Leased Premises to reasonably determine that it is appropriate for the Intended Use without interference. In the event a subsequent change of use by Lessor, its lessees, licensees, invitees, or agents to any portion of adjacent real property owned by Lessor materially interferes with the wireless communications operation of Lessee, any such interference extending for more than forty-eight (48) hours may be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to take commercially reasonable action, to the extent permitted by law, to terminate said interference. Prior to Lessee exercising any rights under this Agreement regarding interference, Lessee agrees to notify Lessor of the interference and work with Lessor in good faith to promptly determine the source of interference and reasonable options to rectify the interference. Further, upon Lessor providing Lessee advanced notice of any anticipated or potential changes on Lessor's adjacent property, Lessee agrees to work with Lessor in good faith to determine in advance any potential areas of interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Except where may be required for Lessor's necessary governmental operations, compliance with law, or to address an emergency or critical situation, Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if it reasonably believes that the exercise of such grant may materially and adversely affect

or interfere with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate wireless cellular communications equipment within one (1) mile of the Leased Premises. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the property or Surrounding Property that causes material electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and shall be fully removed, and the property restored, by Lessee upon termination of this Lease at Lessee's sole expense. Lessor shall have the right to require a decommissioning bond in favor of Lessor as security for Lessee's obligation to remove the Tower Facilities, in form and substance reasonably satisfactory to Lessor, if (i) the Lease is assigned to an entity with a net worth of less than five-million dollars (\$5,000,000) and (ii) a bond is not already required in the jurisdiction where the Leased Premises are located. Lessor grants Lessee the right, to the extent permitted by law, regulations, and local ordinance, to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs to the extent necessary to prevent interference with or falling upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee the Easement in Exhibit "B" and may, as necessary, grant additional, non-exclusive easements as agreed to by the Parties in writing in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Leased Premises is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors. If Lessee elects to utilize a small Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any small UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the small UAS. Lessee must coordinate all small UAS operations with Lessor in advance and shall ensure all such operations shall only be performed by persons with a valid FAA remote pilot in command certification, or other certification or license legally required for such operations, and shall ensure safe operation and use all necessary and reasonable efforts to limit audio and video recording to the Leased Premises, and avoid any audio or video recording of students or private property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to

bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation (other than compensation of direct costs, if any) from Lessee or Lessee's licensee(s) or sublessee(s). Lessor may, as appropriate, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor and Lessee shall work to determine an appropriate easement agreeable to the Parties for Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall, as appropriate, execute an easement evidencing this right and Lessor shall use reasonable efforts to maintain access to the Easement in a free and open condition so that no material interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises via the approved Easements to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. Lessee shall provide Lessor twenty four (24) hours notice prior to accessing the Leased Premises, email acceptable. Notice shall not be required in the event of an emergency. If Lessor willfully and intentionally obstructs access granted by this Lease for reason other than casualty or compliance with law, such obstruction shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars (\$500.00) per day in consideration of Lessee's damages until Lessor cures such default. Lessor and Lessee agree that Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises following Lessee making all reasonable efforts and attempts to modify the Tower Facilities design to allow such required landscaping, Lessee shall notify Lessor and the Parties shall work together in good faith to determine if it is possible for Lessor to provide an easement for property outside of the Leased Premises to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Nothing herein shall require Lessor to approve or provide an easement that interferes with Lessor's use of its property. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

(e) Lessee shall comply with all requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Lessee shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Leased Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Lessor and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Lessor a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the Leased Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10<sup>th</sup> day after Lessor receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Lessor may notify Lessee that the construction, alteration, or repair may not proceed.

(iv) Lessee acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any material covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences and continues efforts to cure the default within such period, the non-defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business;

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor, and upon payment of a termination fee to Lessor in the amount of twelve (12) months of the then current Rent due hereunder; or

(d) By Lessor as set forth in this Section 20(d). As a governmental entity, Lessee acknowledges that, by entering into this Lease, Lessor is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Lease to interfere with the property's public purpose. After the Initial Term, to the extent Lessor's governing body determines that the Lease will no longer serve a public purpose or that the Leased Premises is required for other purposes, Lessor may, upon at least one hundred eighty (180) days' written notice to Lessee, terminate the Lease at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Lessor to use the Leased Premises for the governmental entity's own purposes after the Initial Term, Lessee agrees to work with Lessor to modify the Lease to accommodate such use or, if such accommodation is not possible, Lessor may terminate the Lease upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the Initial Term, nothing in this Agreement shall be deemed to prohibit Lessor's right and ability, as a governmental entity, to use the Leased Premises or take any action, regardless of the potential for interference with the Leased Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Lessor shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Lessor, Lessor and Lessee shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Lessor for Lessee to relocate the Tower Facilities to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Tower Facilities, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Lessee shall provide Lessor with an estimate of the cost for relocating the Tower Facilities and related carrier equipment to the proposed new location(s) ("**Estimated Relocation Cost**") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Lessee shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual cost Lessee to relocate the Tower Facilities and related carrier equipment up to the Estimated Relocation Cost.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. Lessee shall, in its agreements with such licensee(s) and sublicensee(s), ensure that the licensee(s) and sublicensee(s) are subject to all requirements under this Agreement that apply to Lessee, including regarding improvements, use of property, and access to property.

22. Taxes.

(a) Lessor, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Lessee shall be responsible for (i) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises and as set forth in this Section and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice promptly upon receipt, but in no event later than 30 days after the date of such notice of assessment. Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which are paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than 30 days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Premises. Lessor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall provide prior written notice to Lessee of any split by Lessor or action by Lessor to cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided.

(e) Any tax related notices shall be sent to Lessee in the manner set forth in Section 30, (Notices). Promptly after the Commencement Date, upon written request of Lessee, Lessor shall provide the address requested by Lessee to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessee shall provide notice to the taxing authority. If the taxing authority requires additional notice from the property owner, Lessee shall notify Lessor, and

Lessor shall reasonably assist in providing Lessee's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to additionally reimburse Lessor for any tax or assessment for which the Lessee is separately reimbursed or rebated by a third party.

(g) Lessor hereby represents and warrants that, to the best of its knowledge as of the date of this Agreement, Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of Lessor's property.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to materially hinder the effective use of the Tower Facilities in Lessee's reasonable judgment, Lessee may elect within thirty (30) days of such damage/destruction to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor in writing. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of completion of the removal of the Tower Facilities by Lessee as required by this Agreement, and Lessee shall be entitled to reimbursement of any Rent prepaid by the Lessee for the period beyond that date.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Each Party shall provide notice to the other Party of any casualty or other harm affecting the property within twenty-four (24) hours of discovery or notice of the casualty or other harm. If any part of the Tower Facilities or the property is materially damaged by casualty or other harm, through no fault of Lessee, as to render the Leased Premises unsuitable, in Lessee's reasonable determination, then Lessee may elect within thirty (30) days of the date of the casualty or other harm to terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of the notice. Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location and only to the extent permitted by law and only to the extent such temporary facilities do not impede or interfere with Lessor any more than the Tower Facilities. Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Lessee shall be fully responsible, including obtaining insurance coverage, for its own protection from losses for any damages to Tower Facilities, and Lessor shall not directly or through insurance be liable for

any loss to Tower Facilities unless caused by willful act or gross negligence of Lessor and, in such event, only to the extent permitted by law. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities which do not impede or interfere with Lessor any more than the Tower Facilities on the property at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the property, Lessor will notify Lessee of such determination within sixty (60) days after discovery or notice of the casualty or other harm. Lessor agrees that the Rent shall be abated until the property and/or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Lessor as an additional insured. Lessee shall require all of its contractors and subcontractors to maintain General Liability Insurance coverage in an amount equal to that specified herein.

27. Indemnification. In addition to, and without limiting, any other indemnification obligations in this Agreement, Lessee will defend, indemnify, and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Lessee or its agents, employees, contractors, invitees, licensees, or sublessees on Lessor's property; and (b) Lessee's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Lessor's negligence or willful misconduct.

28. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. Notwithstanding the foregoing, Lessee, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup

generators on the Leased Premises and such installation shall not be a violation of this Section. Lessee shall comply, and require all agents, employees, business invitees, contractors, licenses, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. The foregoing indemnity shall survive any termination of this Lease.

29. Lessor's Environmental Representation. Lessor represents and warrants, to its knowledge, without duty of inquiry, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. The foregoing representations shall survive any termination of this Lease.

30. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

\_\_\_\_\_

Attn:

If to Lessee, to:

Diamond Towers V LLC  
120 Mountain Avenue  
Springfield, New Jersey 07081  
Attention: Legal Department

31. Title and Quiet Enjoyment. Lessor represents, to its knowledge and without duty of inquiry, that (i) it has good fee simple title to the Leased Premises and the Easement; and (ii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Lessor shall not knowingly use, nor shall Lessor knowingly permit its lessees, licensees, invitees, or agents to use any adjacent property owned or controlled by Lessor in any

way which materially interferes with operations of Lessee. Such interference may be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

32. Subordination and Non-Disturbance. To the extent applicable, this Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on or after the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall use commercially reasonable efforts to obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

33. Condition of Leased Premises. Lessee acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Lessee accepts the Premises in their present condition, "AS IS, WITH ALL FAULTS, IF ANY. AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment, specifically without limiting the generality of the foregoing, Lessee accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purpose or developmental potential.

34. WAIVER OF CONSUMER RIGHTS UNDER DTPA. AS A MATERIAL CONSIDERATION FOR LESSOR'S ENTERING INTO THIS AGREEMENT, LESSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

35. Assignments and Subleases. Except as provided in this Section, Lessee may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Leased Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Lessee may, upon written notice to Lessor, (i) sublease space on the Tower Facilities and within the Leased Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Lessee under this Agreement, (iii) mortgage its interest in this Agreement and the

leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Lessor's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

36. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

37. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

38. Waiver of Incidental and Consequential Damages. To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

39. Lessee's Exclusivity. To the extent permitted by law and without relinquishing Lessor's right to control use of its properties as may be required for its own and public purposes as further delineated herein, Lessor agrees not to lease any of Lessor's property within a radius of [three (3) miles, or such other distance as negotiated by the parties] from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

40. Removal of Personal Property. On or after the Termination Date, Lessee shall, at its sole cost and expense, remove the Tower and all other personal property and improvements which Lessee or Lessee's licensees, sublessees, agents, or contractors has installed or otherwise located on the Leased Premises. Lessee shall reasonably restore the Leased Premises to its original condition within sixty (60) days and shall continue to pay Rent as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Leased Premises within the required time, such items shall be deemed abandoned, and Lessor shall be entitled to remove the remaining items and invoice Lessee for all actual costs of doing so and Lessee shall remit payment of such invoice to Lessor within thirty (30) days of receipt.

41. **Rental Stream Offer.** If at any time after the date this Agreement, Lessor receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement (“Rental Stream Offer”), Lessor shall promptly notify Lessee and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Lessee with a copy of the Rental Stream Offer. To the extent permitted by law, Lessee shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Lessor agrees to consider any such offer from Lessee in good faith. However, Lessee acknowledges and agrees that nothing herein shall obligate Lessor to consider or approve any Rental Stream Offer, including that of Lessee, and any contract shall be subject to Lessor’s determination of best value, requirements of law, and approval of Lessor’s governing body.

42. **Estoppels.** Either party may request, in writing, that the other party certify information regarding the existence and terms of this Lease to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

43. **Memorandum/Short Form.** Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease (“Memorandum”) substantially in the form attached hereto as Exhibit “D”. The Memorandum shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

44. **Miscellaneous.**

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) Lessor agrees to cooperate with Lessee in any reasonable request to execute documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which may reasonably be required as to effect the intent of this Agreement.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(g) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessee acknowledges that Lessor is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Lessee asserts any of its information is confidential or proprietary, Lessee must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Lessor from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act

(i) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below (“Effective Date”).

**LESSOR:**

[INSERT NAME]

By: *Draft Only – Not for Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

Diamond Towers V LLC, a  
Delaware limited liability company

By: *Draft Only – Not for Signature*

Name: Michael G. Brett

Title: COO

Date: \_\_\_\_\_

**EXHIBIT "A"**

Description of Real Property

A \_\_\_\_ ft. x \_\_\_\_ ft. parcel located within the following parcel:

\*Note: to be replaced by As-Built Survey

DRAFT

**EXHIBIT “A-1”**

Site Sketch (to be replaced by survey)

\*Note: to be replaced by As-Built Survey

DRAFT

**EXHIBIT "B"**

Easement  
Legal Description

\*Note: to be replaced by As-Built Survey

DRAFT

**EXHIBIT “C”**

Rent Schedule

TO BE COMPLETED

DRAFT

**EXHIBIT "D"**

Prepared by:  
Legal Department  
Diamond Towers V LLC  
120 Mountain Ave.  
Springfield, New Jersey 07081

Site Name: \_\_\_\_\_

**Memorandum of Option and Ground Lease Agreement**

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ ("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a \_\_\_\_\_ ft. x \_\_\_\_\_ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for \_\_\_\_ (\_\_) years commencing on the Commencement Date, as defined in the Lease, which term is subject to \_\_\_\_\_ (\_\_) additional \_\_\_\_ (\_\_) year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

**LESSOR:**

\_\_\_\_\_

By: Exhibit Only - Do not Sign

**LESSEE:**

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

**\* Final Memorandum will have appropriate state notary blocks.**

DRAFT

**EXHIBIT “A” TO MEMORANDUM**

Legal Description of parent parcel

**Exhibit Only**

**EXHIBIT “B” TO MEMORANDUM**

Legal Description of Site

**Exhibit Only**

**EXHIBIT “C” TO MEMORANDUM**

Access and Utilities Easements

**Exhibit Only**

DRAFT

## **EXHIBIT D Compensation**

### Existing Structures

The compensation owed by Diamond to Entity related to any Colocation Agreement on an Existing Structure shall be seventy-five percent (75%) of the gross monthly rents actually collected by Diamond from Tenant(s) ("Colocation Rent"). Diamond's payment of the Colocation Rent to Entity will be as set forth in the Colocation Agreement.

### New Structures

Should Diamond construct a New Structure on a Property, Diamond shall pay to Entity thirty percent (30%) of Gross Receipts, as hereinafter defined, actually received by Diamond from all Tenants on the New Structure during the immediately preceding month. Once there are two broadband Tenants installed on the New Structure, the revenue share to Entity shall increase to 40% of Gross Receipts actually received by Diamond from any subsequent Tenants. All the payments described in this paragraph are collectively referred to as the "New Structure Rent".

### Gross Receipts

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond)) actually received by the Diamond from a Tenant pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Tenant does not pay any fees to Tenant, then it shall cease to be a Tenant and Entity shall not be eligible for any rent relating to that Tenant for that month.

### Effect of Termination

For the avoidance of doubt, upon expiration or earlier termination of this Agreement, Diamond will remain entitled to continue receiving its percentage of the gross monthly revenue received from any Tenants subject to the revenue share arrangements described above and subject to the terms of the applicable Lease or other agreement with Entity, and will remain obligated to continue paying Entity its share of such revenue sharing payments, until all applicable Leases or Tenant Agreements expire or are terminated in accordance with their terms, as the case may be, and all applicable Tenants cease paying Colocation Rent, New Structure Rent, and other applicable payments. This paragraph shall survive the termination of this Agreement.

- An Entity may choose a one-time payment in lieu of an ongoing revenue share.
- The revenue sharing percentages on New Structures assumes a monopole design.



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**MEMORANDUM**

**To:** Members of the Board of Trustees  
**From:** Lisa D. Renegar; Planning & Instruction  
**Subject:** (HB 3) GPM 2.3 Progress Monitoring—Grade 3 Reading Growth  
**Date:** May 8, 2024

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**HISTORY:**

The Board of Trustees has approved Student Outcome Goals and Goal Progress Measures as part of HB 3's progress monitoring requirements. This report aims to provide feedback on HB 3 Goal Progress Measure (GPM) 2.3, which focuses on reading growth for grade 3 students.

**RATIONALE:**

Goal Progress Measure (GPM) 2.3 (District; 1-year Goal)

Students in grade 3 will increase the percentage meeting their MOY reading growth projection from 51% in May 2023 to  $\geq 52\%$  by June 2024 as measured by MAP reading assessments.

In this report, three parameters will be examined related to grade 3 reading growth:

- Meeting MOY reading growth targets based on the MAP assessment;
- Examining reading achievement from BOY to MOY based on the MAP assessment;
- Subgroup analysis of achievement scores.

For this report, Alarcon and Borrego’s 3rd-grade reading results will be reported separately and then averaged to compare to the target. English and Spanish MAP assessments will also be reported as separate measures.

**Part I: Meeting MOY reading growth targets based on the MAP assessment**

Alarcon had 47 students in grade 3 take the MAP reading (English) test in January 2024. The table below represents the growth data for reading.

<b>Campus</b>	<b>Number of 3<sup>rd</sup> Graders that Tested Reading (English)</b>	<b>Percentile Meeting Growth Projection for Reading (English)</b>
Alarcon	47	50 <sup>th</sup> Percentile

Our 3<sup>rd</sup> graders at Alarcon who tested reading in English were in the 50<sup>th</sup> percentile, which is desirable. Any growth percentile over 50% is considered a positive outcome.

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Our Spanish testers reached the 20<sup>th</sup> percentile in their reading growth. We would hope to see our percentile meet or exceed 50.

Campus	Number of 3 <sup>rd</sup> Graders that Tested Reading (Spanish)	Percentile Meeting Growth Projection for Reading (Spanish)
Alarcon	16	20 <sup>th</sup> percentile

Of 82 tested, Borrego’s 3<sup>rd</sup> graders who tested reading in English reached the 31<sup>st</sup> percentile. We aim for 50% or more of our students to meet their growth projections.

Campus	Number of 3 <sup>rd</sup> Graders that Tested Reading (English)	Percentile Meeting Growth Projection for Reading (English)
Borrego	82	31 <sup>st</sup> percentile

Borrego had 31 grade 3 students take the MAP test in reading (Spanish) during January 2024. The table below represents the growth data for this group of testers, which equates to the 33<sup>rd</sup> percentile.

Campus	Number of 3 <sup>rd</sup> Graders that Tested Reading (Spanish)	Percentage Meeting Growth Projection for Reading (Spanish)
Borrego	31	33 <sup>rd</sup> percentile

To compare these results to the target, we will average the results for both campuses. We have learned that MAP reports the English and Spanish results separately. Our targets for GPM 2.3 are based on the English testers. This will be changed in future GPM revisions, whereby we will have two separate targets—one for English and one for Spanish. For this memo, we will only compare our results for the English testers to the target.

The average meeting their growth projection for reading (English) is 47%. This is 5% under the target of 52%. We understand the work that is needed to increase the performance of this group of testers.

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**District Average for 3<sup>rd</sup> Grade Reading and Comparison to Target**

Grade Level	Reading (English)— Average % of Students Meeting Growth Projection	Reading (Spanish)— Average % of Students Meeting Growth Projection
3 <sup>rd</sup> Grade	47% (Target=52%); Overall = 5% below target	29%

**Part II: Examining math achievement from BOY to MOY based on the MAP assessment**

The second way the 3<sup>rd</sup> grade reading data will be examined is by comparing the reading achievement at BOY compared to MOY on the MAP test. We want the scores to increase at MOY. There is no set target; we are considering whether the scores have increased, decreased, or stayed the same. The data below is from our 3<sup>rd</sup> graders at Alarcon and Borrego, along with the district averages. Pink represents a decline, while green shows an increase.

Grade/Campus	BOY MAP (Reading-English)	MOY MAP- (Reading-English)	Difference
3 <sup>rd</sup> —Alarcon	47%	43%	-4%
3 <sup>rd</sup> —Borrego	42%	31%	-11%
District Average	45%	37%	-8%

Both campuses showed a regression from BOY to MOY, with a district average of -8% in reading (English).

Grade/Campus	BOY MAP (Reading-Spanish)	MOY MAP- (Reading-Spanish)	Difference
3 <sup>rd</sup> —Alarcon	38%	18%	-20%
3 <sup>rd</sup> —Borrego	35%	27%	-8%
District Average	37%	20%	-14%

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Both campuses showed a regression from BOY to MOY, with a district average of -14% in reading (Spanish).

**Part III: Subgroup Analysis**

The data below show the BOY to MOY results for 3<sup>rd</sup> grade at Alarcon and Borrego, broken down for EL, SPED, and GT subgroups. No 3<sup>rd</sup> graders were coded GT at Alarcon.

**Alarcon—3<sup>rd</sup> Grade Reading Achievement (English)**

Student Group	BOY	MOY	Difference
All Students	47%	43%	-4%
Gifted and Talented	N/A	N/A	N/A
English Learners	47%	43%	-4%
Special Education	47%	36%	-11%

**Alarcon—3<sup>rd</sup> Grade Reading Achievement (Spanish)**

Student Group	BOY	MOY	Difference
All Students	38%	18%	-20%
Gifted and Talented	N/A	N/A	N/A
English Learners	44%	25%	-19%
Special Education	28%	11%	-17%

**Borrego—3<sup>rd</sup> Grade Reading Achievement (English)**

Student Group	BOY	MOY	Difference
All Students	42%	31%	-11%
Gifted and Talented	88%	87%	-1%
English Learners	52%	31%	-21%
Special Education	18%	16%	-2%

**Borrego—3<sup>rd</sup> Grade Reading Achievement (Spanish)**

Student Group	BOY	MOY	Difference
All Students	56%	27%	-29%
Gifted and Talented	99%	97%	-2%
English Learners	56%	48%	-8%
Special Education	21%	5%	-16%

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The data in these tables show a common theme when comparing subgroup data. The “All Students” group is close to the EL group or slightly lower. This group also includes SPED students, who can drop their overall average. The GT students perform higher than the “All Students” group, and the SPED students perform lower than the other groups.

The results noted indicate that learning gaps must be overcome with our 3<sup>rd</sup> graders. We must also consider our approach to MAP testing in terms of relaying the importance of this instrument to our teachers and students.

**BUDGET:**

There is no budget for this item.

**ADMINISTRATIVE RECOMMENDATION:**

It is recommended that the Board review the progress of GPM 2.3 as presented.

**Please check one:**  For approval     Report / Information only     Recognition only  
 Attachment Included

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**MEMORANDUM**

**To:** Members of the Board of Trustees  
**From:** Dr. Rogelio Segovia, Associate Superintendent  
**Subject:** 2024 Summer School Schedule  
**Date:** May 8, 2024

**HISTORY:**

Summer school is offered in the month of June 2024. All general summer school sessions will conclude at the end of month. Special education extended school year services continue to the month of July 2024.

**RATIONALE:**

The weekly schedule will accommodate general summer school services. In addition, the Texas Administrative Code requirements of 120 hours of summer school instruction for the bilingual program will be met.

**BUDGET:**

The district’s summer programs will cost approximately \$395,874.

Summer School	Function
\$316,253	11
\$18,836	31
\$2,077	33
\$24,713	34
\$25,961	35
\$8,035	52
\$395,874	Total

**ADMINISTRATIVE RECOMMENDATION:**

Administration recommends that the Board of Trustees approve the 2024 Summer School Schedule as presented.

**Please check one:**  For approval     Report / Information only     Recognition  
 Attachment Included

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## 2024 Summer School Schedule

### MIGRANT DEPARTMENT

<b>Migrant Summer School</b>		
Project Smart @ Borrego	June 4-7	8:00 am – 12:00 pm
Project Smart @ UTEP	June 11-14	8:00 am – 12:00 pm

### ELEMENTARY CAMPUSES

<b>Loya Primary/Sambrano Elementary @ Sambrano</b>		
EB PK-K Camp	June 4-14	7:30 am – 3:00 pm
Monolingual Literacy Camp	June 4-14	7:30 am – 3:00 pm
Reading Carnival	June 14	10:00 am – 12:00 pm
Teacher Summer Planning	Before the end of the school year	4 hours total

<b>Alarcon Elementary &amp; Borrego Elementary @ Borrego</b>		
Summer School	June 4-14	7:30 am – 3:00 pm
Abuelita's Kitchen	June 4-14	8:30 am – 12:30 pm
Teacher Summer Planning	Before the end of the school year	4 hours total



## SECONDARY CAMPUSES

<b>GEMS @ SEHS</b>		
Credit Recovery	June 4-21	9:00 am – 12:00 pm
Credit Recovery	June 4-21	12:30 pm – 3:30 pm
GEMS Advanced Math (6 <sup>th</sup> & 7 <sup>th</sup> )	June 4-7	9:00 am – 12:00 pm
GEMS Algebra Camp	June 4-7	9:00 am – 12:00 pm

<b>SEHS @ SEHS</b>		
Credit Recovery	June 4-21	9:00 am – 12:00 pm
TSIA2 Boot Camp (TSIA2 test on June 14)	June 4-14	9:00 am – 12:00 pm
Credit Advancement (AM session)	June 4-28	9:00 am – 12:00 pm
Credit Advancement (PM session)	June 4-28	12:30 pm – 3:30 pm
Mariachi Camp	June 4-7	1:00 pm – 4:00 pm
Drum Line Camp	June 4-7	9:00 am – 12:00 pm
Color Guard Camp	June 4-7	9:00 am – 12:00 pm
JNROTC Camp (Leadership Academy @ Ft. Bliss)	June 11-14	All Day
JNROTC (Basic Leadership Academy @ Ft. Bliss)	June 18-21	All Day
Eagle Ops	June 4-28	9:00 am – 3:30 pm (lunch 12:00-12:30)
EOC Summer Camp	June 4-14	9:00 am – 12:00 pm
Dual Credit	June 4-28	9:00 am – 12:00 pm
SEECH Bridge Program	June 4-7	9:00 am – 12:00 pm
Students in Transition	June 20-21	TBD
CTE Summer Campus @ CTE Building	June 4-14	9:00 am – 12:00 pm
Sports & Literacy Camp	June 18-28	9:30 am – 11:30



**SPECIAL EDUCATION – ESY**

<b>Program</b>	<b>Dates</b>	<b>Hours</b>	<b>Location</b>
SES	June 5-7	8 am – 2 pm	Alarcon
Elem. Life Skills	June 5-14	8 am – 12 noon	Borrego
Secondary Life Sk.	June 5-14	8 am – 3 pm	GEMS
ESY Social Skills	June 5-7	8 am – 3 pm	Excell
SLC	July 10-12	8 am – 11:30 am	Sambrano
SES	July 10-12	8 am – 2 pm	Alarcon



## School Communicators Day Resolution

**WHEREAS**, transparent and effective communication about San Elizario Independent School District programs, services, plans, decisions and priorities to students, families, staff and community stakeholders are critically important; and

**WHEREAS**, school communicators work tirelessly to ensure meaningful parental and community involvement through communication to build support for schools and the children they serve; and

**WHEREAS**, school communicators commit to practicing communications/public relations in an ethical and comprehensive way that meets the needs and desires of all internal and external publics; and

**WHEREAS**, school communicators serve as a strategic partner to school boards and to district and school leaders to develop communication plans that support their missions and goals; and

**WHEREAS**, school communicators serve the critical function of an information liaison between a school district and its community, representing the district in various community organizations; and

**WHEREAS**, school communicators work to amplify the branding and key messages of a school district to new and existing audiences;

**NOW, THEREFORE, BE IT RESOLVED** that the San Elizario Independent School District Board of Trustees proclaims the second Friday in May (May 10, 2024) to be School Communicators Day; and

**BE IT FURTHER RESOLVED** that the San Elizario Independent School District Board of Trustees strongly encourages all members of our community to join in this observance, recognizing the dedication and hard work of school communicators.

**APPROVED** by the San Elizario Independent School District Board of Trustees this 8<sup>th</sup> day of May 2024

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Eduardo Chavez, Board President

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Dr. Jeannie Meza-Chavez, Superintendent

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**Proclamation**  
***National School Nurse Day***  
**May 8, 2024**

*Whereas*, students are the future and, by investing in them today, we are ensuring our world for tomorrow; and

*Whereas*, families deserve to feel confident that their children will be cared for when they are at school; and

*Whereas*, all students have a right to have their physical and mental health needs safely met while in the school setting; and

*Whereas*, students today face more complex and life-threatening health problems requiring care in school; and

*Whereas*, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 120 years; and

*Whereas*, school nurses address the home and community factors (e.g. social determinants) that impact students' health; and

*Whereas*, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation's most fragile children; and

*Whereas*, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

*Whereas*, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

*Whereas*, school nurses are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) providing care coordination to address the school population; and

*Whereas*, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore be it

*Resolved*, that the **National Association of School Nurses** celebrates and acknowledges the accomplishments of school nurses everywhere and their efforts to meet the needs of today's students by providing and advocating for quality student-centered care and offers gratitude for the nation's school nurses, who contribute to our local communities by supporting students to stay healthy, in school, safe, and ready to learn, and keeping parents and guardians at work, not just on this **National School Nurse Day**, but in every opportunity throughout the year.

*Now, THEREFORE*, BE IT RESOLVED, that the Board of Trustees of the San Elizario Independent School District, do hereby proclaim Wednesday, May 8, 2024, as "School Nurse Day" in all the public schools of San Elizario Independent School District, and commend its observance to all school administrators, teachers, students, and citizens of San Elizario.

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Eduardo Chavez, Board President

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161 Dr. Jeannie Meza-Chavez, Superintendent

## Regular Meeting

Wednesday, April 17, 2024 5:30 PM

SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849

### 1. GENERAL FUNCTIONS

#### 1.A. Call Meeting to Order

Meeting was called to order at 5:30 pm

#### 1.B. Roll Call

The following Board of Trustees were present:

Mr. Eduardo Chavez, Board President  
Ms. Myrna Hernandez, Board Vice-President  
Ms. Sandra Licon, Board Secretary  
Mr. Lorenzo Luevano, Board Trustee  
Ms. Guadalupe Caro, Board Trustee  
Mr. Axel Lopez, Board Trustee  
Ms. Monica Chavez, Board Trustee

Dr. Jeannie Meza-Chavez, Superintendent,  
was also in attendance.

Mr. Eduardo Chavez, Board President, left  
the meeting at 6:54 p.m.

Mr. Eduardo Chavez, Board President,  
returned to the meeting at 6:57 p.m.

#### 1.C. The Pledge of Allegiance

#### 1.D. Texas Pledge of Allegiance

#### 1.E. 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.

### 2. OPEN FORUM (five-minute limit)

No items presented.

### 3. DISTRICT RECOGNITIONS

#### 3.A. Career & Technical Education Program Recognitions

3.A.1. San Elizario High School Business  
Professionals of America

Dr. Rogelio Segovia, Associate  
Superintendent, recognized the San  
Elizario High School Business  
Professionals of America Students and  
Sponsors.

3.A.2. San Elizario High School Skills USA

Dr. Rogelio Segovia, Associate  
Superintendent, recognized the San  
Elizario High School Skills USA  
Students and Sponsors.

3.A.3. San Elizario High School Skills USA  
State Champions

Dr. Rogelio Segovia, Associate  
Superintendent, recognized the High  
School Skills USA State Champions and  
their sponsors.

3.B. San Elizario High School - Varsity Girls  
Soccer

Mr. Cesar Morales, Executive Director of  
Athletics, recognized the San Elizario High  
School Varsity Girls Soccer for winning the  
Regional Quarterfinals.

3.C. San Elizario High School - Varsity Boys  
Soccer

Mr. Cesar Morales, Executive Director of  
Athletics, recognized the San Elizario High  
School Varsity Boys Soccer for winning the  
UIL Soccer State Championship.

3.D. School Library Month Proclamation - Read  
by Lorenzo G. Alarcon Elementary School  
Destination Imagination Students

Ms. Mercedes Jasso, Elementary, introduced  
the Destination Imagination Students.  
Students read the School Library Month  
Proclamation

3.E. Lorenzo G. Alarcon Elementary School  
Destination Imagination Students - 3rd  
Place

Ms. Mercedes Jasso, Elementary School  
Librarian, recognized Lorenzo G. Alarcon  
Elementary School Destination Imagination  
Students.

3.F. Ann M. Garcia-Enriquez Middle School -  
Eagle Band - Superior Rating at the SISD  
Concert and Sight-Reading Competition

Mr. Richard Salcido, Principal, Ann M.  
Garcia-Enriquez Middle School, recognized  
Eagle Band Students and Band Teacher for  
their Superior Rating at the SISD Concert  
and Sight-Reading Competition.

3.G. Ann M. Garcia-Enriquez Middle School -  
Wrestling Teams

Mr. Cesar Morales, Executive Director of  
Athletics, recognized Ann M. Garcia-  
Enriquez Middle School Wrestling Students  
and Coach

3.H. Lorenzo G. Alarcon Elementary School  
Child Nutrition Services Team - Texas  
Department of Agriculture Notice of Review  
Closure with No Findings

Ms. Aggie Reyes, Executive Director of  
Child Nutrition Services, recognized the  
Lorenzo G. Alarcon Elementary School Child  
Nutrition Services Team.

3.I. Teacher and Employee of the Month for  
Lorenzo G. Alarcon Elementary School

Ms. Lorena Robles, Assistant Principal,  
Lorenzo G. Alarcon Elementary School,  
recognized Ms. Claudia Murphy as Teacher of  
the Month and Ms. Janet Natividad as  
Employee of the Month for Lorenzo G.  
Alarcon Elementary School.

3.I.1. Ms. Claudia Murphy - Teacher of the  
Month

3.I.2. Ms. Janet Natividad - Employee of  
the Month

3.J. Social Workers Recognition

Dr. Rogelio Segovia, Associate  
Superintendent, recognized district Social  
Workers for their outstanding work.

3.K. April is School Librarian Month

Dr. Rogelio Segovia, Associate  
Superintendent, recognized district  
Librarians for their outstanding support.

3.L. April is Assistant Principal's Month

Dr. Jeannie Meza-Chavez, Superintendent, and Dr. Rogelio Segovia, Associate Superintendent, recognized district Assistant Principals for their outstanding support.

3.M. Transportation Office Staff Recognition

Mr. Jesus Martinez, Executive Director of Support Services, Ms. Teresita Parra, Social Worker, and Ms. Sylvia Graves, Social Worker, recognized the Transportation Office Staff for their outstanding support.

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

4.A. Student Outcome Goals

4.A.1. Lorenzo G. Alarcon Elementary School - Monitoring Student Progress

Ms. Leticia de Santos, Principal, Lorenzo G. Alarcon Elementary School, presented the Lorenzo G. Alarcon Elementary School - Monitoring Student Progress.

No questions asked.

4.B. Discussion and possible action to address ConnectED Texas Site Marketing Agreement

Mr. Horacio Hernandez, Executive Director of Technology presented the ConnectED Texas Site Marketing Agreement.

Mr. Eduardo Chavez asked if the agreement has been reviewed by Legal Counsel due to the contract asking for a total length of 25 years.

Mr. Horacio Hernandez stated Legal Counsel has reviewed contract. Legal Counsel's advise was to start negotiations.

Mr. Eduardo Chavez asked if the utilities will be provided by the company.

Mr. Horacio Hernandez stated the company will provide everything. The company is only requesting a space in district property.

Dr. Jeannie Meza-Chavez stated some district facilities in the San Elizario Community do not have the necessary cellular coverage.

Mr. Lorenzo Luevano stated he liked the options the vendor provides to beautify the cell phone tower.

Ms. Myrna Hernandez made a motion to approve the process of addressing the ConnectED Texas Site Marketing Agreement

Ms. Sandra Licon seconded the motion.

Motion Passed.

5. **CONSENT AGENDA** - Consider and possible Board action on

Mr. Lorenzo Luevano made a motion to approve the consent agenda as presented.

Mr. Axel Lopez seconded the motion

Motion Passed.

5.A. Financial Reports

5.A.1. Tax Report

5.A.2. Financial Statements

5.A.3. Investment Report

5.B. Consider and possible Board action to amend the general fund and to allocate funds for Student Council projects as presented at the March 2024 Regular Board Meeting

5.C. Resolution in Support of Military-Connected Families

5.D. School Library Month Proclamation

5.E. Revision to 2024-2025 District Calendar

5.F. Goal Progress Monitoring

5.F.1. **GPM 2.1** - Reading Growth for PK

5.F.2. **GPM 2.2** - Reading Growth for K - 2nd grade

5.G. 2024-2025 TEKS Certification and Allotment Form

5.H. Science Textbook Adoption Selection

5.I. Aliviane Memorandum of Understanding

5.J. Consider approval of minutes for the following:

5.J.1. March 6, 2024 - Regular Board Meeting

5.K. 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.

5.K.1. Support Services Department

5.K.2. Technology Department

## 6. PRESENTATION / REPORTS / INFORMATION

6.A. School Board Continuing Education Report (Presentation)

The following first-year board members are deficient in completing the Introduction to the Texas Education Code training: Lorenzo Luevano, Guadalupe Caro, Monica Chavez

The following Board member is deficient in the completion of the annual training on School Safety: Myrna Hernandez

6.B. Board Training (Information)

6.B.1. FWTSBA/TASB Spring Workshop | Thursday, May 23, 2024

6.B.2. 2024 Annual MASBA Conference - September 12 to 13 | San Antonio, TX

6.B.3. 2024 TASA | TASB Convention txEDCON 24 - September 27 to 29 | San Antonio, TX

6.C. At-a-Glance End of Year Campus Award Ceremony Schedule (Information)

6.D. TASB 2024 - 26 Advocacy Agenda - Submissions due June 17, 2023 (Information)

6.E. Future Ready Superintendent Leadership Network (FRSLN) visit scheduled for October 22 - 24, 2024 (Information)

Dr. Jeannie Meza-Chavez, Superintendent, stated TASA has never visited the El Paso Region. This will provide the option of showcasing the San Elizario Independent School District.

6.F. Teacher Incentive Allotment Expansion (Information)

6.G. Meal Service Update (Information)

## 7. EXECUTIVE SESSION

The Board entered into a closed meeting at 7:51 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:

7.A. Discussion on Employee / Board / Superintendent Communication

7.A.1. Discussion on personnel matter at Josefa L. Sambrano Elementary School regarding E.S.

7.B. Discussion on the employment of the following:

7.B.1. Discussion on renewal of teacher and administrator contracts for 2024 - 2025 school year for the following:

7.B.1.a. Probationary Contracts

7.B.1.b. Term Contracts

7.B.1.c. Certified Administrators

7.B.1.d. Non - Certified Administrators

7.B.2. Non - Contractual Personnel

7.B.2.a. Employees recommended for letter of reasonable assurance for 2024 - 2025 school year

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

The Board returned to open session at **9:35 p.m.** to take possible action on the matters discussed in Executive Session.

8.A. Discussion and possible board action of renewal on teacher and administrator contracts for the 2024 - 2025 school year for the following:

Ms. Blanca Cruz, Executive Director of Human Resources, presented the renewal contracts for the 2024 - 2025 school year.

Ms. Lupe Caro made a motion to approve the renewal on teacher and administrator contracts for the 2024 - 2025 school year as discussed during Executive Session.

Ms. Myrna Hernandez seconded the motion

Motion Passed.

8.A.1. Probationary Contracts

8.A.2. Term Contracts

8.A.3. Certified Administrators

8.A.4. Non - Certified Administrators

8.B. Non - Contractual Personnel

8.B.1. Employees recommended for letter of reasonable assurance for 2024 - 2025 school year

Ms. Blanca Cruz, Executive Director of Human Resources, presented the employees recommended for letter of reasonable assurance for 2024 - 2025 school year.

Ms. Monica Chavez made a motion to approve the employees recommended for letter of reasonable assurance for 2024 - 2025 school year as discussed during Executive Session.

Ms. Axel Lopez seconded the motion

Motion Passed.

**9. NEXT MEETING DATE:**

Regular Board Meeting: Wednesday, May 8, 2024, at 5:30 p.m.

Board Campus Visits: Tuesday, May 14, 2024, at 7:30 a.m.

Board Instructional Workshop: Wednesday, May 15, 2024, at 5:30 p.m.

Special Board Meeting and Budget Workshop: Wednesday, June 5, 2024, at 5:30 p.m.

**10. ADJOURNMENT**

Ms. Sandra Licon made a motion to adjourn the meeting at **9:42 p.m.**

Ms. Myrna Hernandez seconded the motion.

Motion Passed.

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Board President

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Board Secretary



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:** Aggie Reyes – Child Nutrition Services  
**Subject:** April 2024 – Meal Service Update  
**Date:** May 8, 2024

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**HISTORY:** The Child Nutrition Services Department will provide a monthly report to the Members of the Board of Trustees.

**RATIONALE:** The Child Nutrition Services Department served 54,790 student meals in the month of April 2024. This count includes breakfast, lunch, after-school snacks, and supper.

In the Month of April 2024, we participated in the following student activities.

- Pizza party for perfect attendance at Alarcon.
- To go meals for 1<sup>st</sup> grade field trip at Sambrano.
- To go meals were for tennis, track, and football teams at San Elizario High School.
- Snacks were offered for perfect attendance at Loya Primary.
- Snacks were offered for Folklorico & Student Council at Sambrano for the Library Inauguration.
- A snack was provided for Head Start transition at Sambrano.

Fueling minds and supporting student needs is a core value for Child Nutrition Services.

**BUDGET:** No budget impact.

**ADMINISTRATIVE RECOMMENDATION:** No recommendation.

**Please check one:**  For approval     Report / Information only     Recognition only  
 Attachment Included

*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.*



## Three Essential Roles in an Aligned School System

### Strategic Role

#### Board and Superintendent

- Big Picture... View from 50,000 feet
- Overlooks the entire system and sees how the parts relate to the whole
- Focuses on representing the community's needs and interests
- Looks to the long-term... usually 3 – 5 years
- Provides overall structure for districts-wide goals
- Sets clear targets for overall goals
- Works ON macro system

### Tactical Role

#### Superintendent and Leadership Team

- Sees the wide picture... View from 10,000 feet
- Coordinates the component parts of the organization
- Overlooks the schools and departments
- Focuses on working directly with internal/external customers (Faculty, staff, parents, community, and students)
- Looks out 1- 2 years
- Provides structure at the campus and department level
- Creates and deploys plans that will lead to improvement
- Depending on the situation, the person may work either ON the macro system or IN a micro system

### Operational Role

#### Instructional & Operational Leaders and Front-Line Staff

- Focuses on the ground level picture... what is happening day-today
- Coordinates a specific part of the organization
- Overlooks a classroom, department, or teaching team
- Focuses primarily on the students and parents
- Looks days or weeks out... sometimes looking at the full year during planning sessions
- Provides structure at the classroom level
- Refines and adjusts plans so that improvement will result
- Works IN micro system

Superintendent

Superintendent

Administration

Administration

**San Elizario ISD BOT COMMUNICATION FOLLOW-UP MATRIX**

TRUSTEE REPORTING/ ASKING	DATE	QUESTION/CONCERN REPORTED	ASSIGNED TO	DUE DATE	STATUS/OUTCOME
Example	01/01/2050	Provide the net revenue and net expenses for the 2050-2051 school years for the general fund.	Smith	02/01/2024	The report can be found here: URL PROVIDED



**ACADEMICS,  
ASSESSMENTS  
&  
ACCOUNTABILITY**

**Our mission is to encourage, enlighten, and empower Texas school districts and their leaders to develop and implement a Balanced Scorecard (BSC) approach to student achievement, faculty/staff satisfaction and engagement, community satisfaction and engagement, and financial stewardship. We help districts build organizational strength through leadership development and a focused and aligned systems approach.**

**ADVOCACY  
SERVICES**

**ECONOMIC  
DEVELOPMENT**

**SCHOOL  
FINANCE**

**STRATEGIC  
THOUGHT,  
DESIGN &  
CONTINUOUS  
IMPROVEMENT**

Moak Casey has created a unique peer-coaching framework dedicated to the development and support of a consortium of performance-focused, forward thinking superintendents. We believe and have observed that providing feedback and sharing best practices with peers is a value-add for our clients. Additionally, Moak Casey services provide our participants with support for their continuous improvement journey and advance them into the environment of elite organizations.

**Service contains:**

- consulting services to collaboratively develop and implement a 3-5 year strategic plan



- practical, concrete toolkits that provide step-by- step process to execute initiatives along specific levels
- introduction to and alignment with three essential roles: strategic, tactical, and operational
- visionary leadership with a systems approach
- good governance training

## SERVICE LEVELS

### **Level I: STRATEGIC PLAN DEVELOPMENT – A Systems Approach through Listening and Learning**

#### **The Moak Casey Difference**

Our targeted approach produces a clear focus with a concise final product, a one-page (front and back) Balanced Scorecard, consisting of Beliefs, Mission, Vision, Strategic Perspectives, Long-term Goals, Annual Goals (Lagging Indicators), and critical Leading Indicators that informs the Board (and community) how the district is progressing with its strategic plan and helps each faculty & staff member see how his/her daily work fits into the overall objectives.

The Balanced Scorecard focuses on the organization's big picture strategic goals. It also guides the entity in choosing the right things to measure so that it can reach those goals.

### **Level II: STRATEGIC PLAN IMPLEMENTATION – Laying the Groundwork for Continuous Improvement**



identify and measure stakeholder needs and to maximize results by establishing a clear delineation between the three essential roles: strategic, tactical, and operational.

## BOOK STUDY

Review sessions and materials for The ASQ Certified Manager of Quality/Organizational Excellence (CMQ/OE) book study are available to current CIC members & Book Study participants.

### The ASQ CMQ/OE Book Study

Resources from the monthly CIC Symposiums are now available:  
Your account ... Continue reading



## OUR CONTINUOUS IMPROVEMENT TEAM

BUCK GILCREASE, ED.D.

GREG GIBSON, ED.D.

LLOYD W. GRAHAM

JODI DURON, ED.D.

RONNIE KINCAID



## PROVEN LEADERS ADVANCING TEXAS SCHOOLS

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# Davis Campbell // Michael Fullan

Forewords by Frank Pugh and John Malloy



# THE GOVERNANCE CORE

.....

School Boards,  
Superintendents,  
and Schools  
Working Together

CORWIN