

**Thursday, December 13, 2007**

**7:00 PM**

**Regular Meeting  
of  
The Board of Trustees**



BORGER INDEPENDENT SCHOOL DISTRICT

**BORGER INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA FOR Regular MEETING**

**Thursday, December 13, 2007  
Board Conference Room, 200 East Ninth, Borger, Texas  
Time: 7:00 PM**

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: *(Items do not have to be taken in the same order as shown on this meeting notice.)*

- |    |   |    |
|----|---|----|
| 1. | Roll Call   |    |
| 2. | Open Forum  |    |
| 3. | Superintendent's Report   | 4  |
| A. | Recognitions  | 5  |
| 1. | Fall Athletic Recognitons   | 6  |
| 2. | Elliot Farmer - National Hispanic Recognition Program   | 10 |
| 3. | Trip to Washington - Janet Fleming  | 11 |
| B. | Enrollment - November 2007  | 12 |
| C. | Dates to Review   | 15 |
| D. | Personnel   |    |
| 1. | Resignations  | 16 |
| 2. | Employment  |    |
| 3. | Substitute List to review for 2007-2008   | 20 |
| E. | Monthly Reports   | 21 |
| 1. | School Safety Audit   |    |
| 2. | INOVA   |    |
| 3. | AESOP Report  |    |
| F. | Superintendent' s Evaluation  | 22 |
| G. | Progress of Trustees Training Hours   | 23 |
| H. | Facilities Update   | 24 |
| 4. | New Business for Consideration / Action   | 25 |
| A. | Award Bids for Paul Belton Portable Building Relocation.  | 26 |
| B. | Consider Constructon Manager Recommendation for Phase 1 Paul Belton Site Demolition, Playground Relocation, and Construction Fencing package. |    |
| C. | Amend MW Builders Contract and Guaranteed Maximum Price   |    |
| D. | 2007-2008 District Audit - Gary Murrow  | 27 |
| E. | Consent Agenda  |    |
| 1. | Minutes of Regular Meeting November 13, 2007  | 28 |
| 2. | November 2007 Payroll   | 33 |
| 3. | November 2007 Disbursements   | 34 |
| 4. | Donations   | 42 |
| F. | Local Policy Updates  |    |
| 1. | FNF (local)   | 45 |
| G. | Consider innovative courses at Borger High School   | 46 |
| H. | Resolution regarding purchase of property and authorization of signatures   | 47 |
| I. | Budget Amendment  |    |
| 5. | Financial Reports   | 56 |
| A. | Financial Information   | 57 |

6. Future Agenda Items

7. Adjourn

If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

# Superintendent's Report

**Recognitions**

**Borger Lady Bulldog Volleyball Team**

**Bulldog Cross Country Regional / State Qualifier – Lance Wheless**

**Elliot Farmer – National Hispanic Student Recognition Program**

**Bulldog Cross Country**

**2007 proved to be another successful season for Borger Bulldog Cross Country. Both the boys and girls teams advanced to the regional meet again after the boys 2<sup>nd</sup> place finish at district and the girls 3<sup>rd</sup> place finish.**

**The top runner for the Bulldogs this year was Lance Wheless.** From the 2<sup>nd</sup> meet of the season on, Lance was the number 1 runner for the boys' team. Lance won the Lanthrop Memorial Buffalo Stampede meet in Canyon where the boys' team took home the team title as well. At the district meet Lance finished 4<sup>th</sup> which qualified him for the regional meet as an individual in addition to being a team qualifier. At the regional meet in Lubbock Lance ran a 16:28 to finish 10<sup>th</sup> and earn the right to run at the state meet. **On November 10<sup>th</sup> in Round Rock, TX, Lance finished 25<sup>th</sup> out of 106 runners in the Class 3A boys' race.** Lance's performance was the 4<sup>th</sup> best all time turned in by a Bulldog runner at the state meet.

**Congratulations on a great Cross Country season Lance!**

## 2007 Borger Varsity Volleyball

No	Name	Class	Ht.
1	Yadi Rodriguez	Jr.	5' 4"
2	Leah Piland	Jr.	5' 4"
3	Kelli Free	Sr.	5' 6"
4	Layne Rusten	Sr.	5' 5"
5	Lauren Schafer	Sr.	5' 8"
6	Jaemi Groves	Soph	5' 7"
7	Marissa Barnard	Jr.	5' 6"
8	Shavonda Haynes	Jr.	5' 11"
9	Erin Forde	Sr.	5' 10"
10	Bethany Johnstone	Fr.	5' 7"
11	Amanda Griffin	Jr.	5' 8"
12	Lashia Walker	Jr.	5' 8"
13	Chelsea Gray	Jr.	5' 9"
14	Emma Boren	Fr.	5' 10"
15	Jordan Anuszkiewicz	Sr.	5' 10"
Mgr.	Selena Hernandez		

Coach: Cara Adams

Asst. Coaches: Jason Carter  
Darla Forney

Record: 26-10

District Record 4-2

*2nd in District*

Athletic Director: Tim Anuszkiewicz

Asst. Athletic Director: Leslie Young

## **2007 BORGER VOLLYEBALL**

- **Borger finished their regular season with a record of 26-10**
- **District Record 4-2**

### **District 5-3A Runner-Up**

- **Bi-District Playoff Game Borger defeated Vernon High School in three straight games.**
- **Area Playoff Game Borger defeated #9 Argyle High School in 5 games.**
- **Regional Quarterfinals Game Borger defeated Whitesboro High School in 3 straight games.**
- **Borger advanced to the Regional Tournament in Lubbock.**
  - **In the Regional Semi-finals Borger was defeated by #4 Monahans in 4 games. Monahans went on to the state tournament and placed second in state.**

### **Borger received:**

- **7 All District Selections:**

**First Team - Layne Rusten, Jordan Anuszkiewicz and Shavonda Haynes**

**Second Team – Lauren Schafer, Kelli Free**

**Honorable Mention – Jaemi Groves and Chelsea Gray**

➤ **1 All Region**

**Shavonda Haynes**

➤ **1 All State**

**Shavonda Haynes**

➤ **1 TGCA All State Team**

**Layne Rusten**

**Layne was also selected to be on the Golden Spread All Star Team**

**BORGER ENDED THE YEAR WITH THE RANKING OF  
#12 IN STATE.**

## Superintendent's Report

### Student Recognition

ELLIOT FARMER, a member of the senior class at Borger High School has been recognized by the College Board's National Hispanic Recognition Program,

The National Hispanic Recognition Program, established in 1983, is a College Board program that provides national recognition of the exceptional academic achievements of Hispanic high school seniors and identifies them for postsecondary institutions.

Students enter the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) as High School Juniors and by identifying themselves as Hispanic. This year, more than 196,000 PSAT/NMSQT takers nationwide identified themselves as Hispanic, and more than 4,000 of those students have been recognized as National Hispanic Scholars or Honorable Mention Finalists based upon their PSAT/NMSQT scores and their academic achievements.

## Superintendent's Report

### Janet Fleming's Trip to Washington

Janet Fleming's former students Amy Webster, Leia Nolte and Austin Tyson for the encouraging letter they wrote to Mrs. Bush.

The letter resulted in a personal invitation to the Holiday Reception at the White House.



**SUPERINTENDENT'S REPORT**

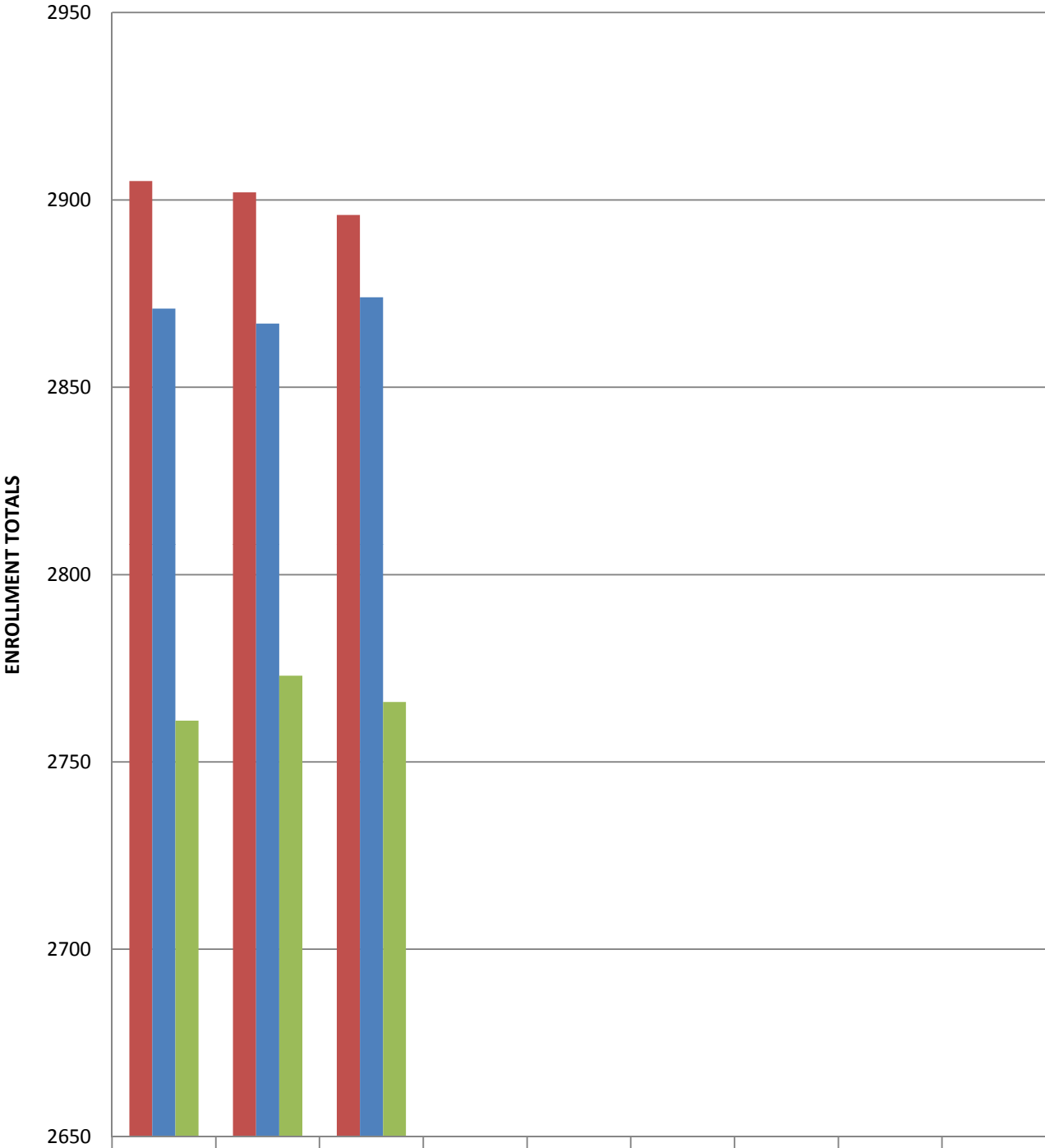
December 13, 2007

ENROLLMENT November 30, 2007											
CAMPUS	SP. ED.	PPCD	HS	PK	K	1ST	2ND	3RD	4TH	TOTAL	
PAUL BELTON	-	3	96	105	184	-	-	-	-	388	
Teachers	-	1	3*	3**	10	-	-	-	-	21†	
CROCKETT	1	-	-	-	-	-	-	201	201	403	
Teachers	1	-	-	-	-	-	-	11	10	29†	
GATEWAY	6	-	-	-	-	194	199	-	-	399	
Teachers	1	-	-	-	-	11	11	-	-	32†	
<b>TOTAL ELEMENTARY</b>	7	3	96	105	184	194	199	201	201	1190	
<b>TOTAL # CLASSROOM TEACHERS</b>	2	1	3	3	10	11	11	11	10	82	
CAMPUS			5 <sup>TH</sup>	6 <sup>TH</sup>	7 <sup>TH</sup>	8 <sup>TH</sup>	9 <sup>TH</sup>	10 <sup>TH</sup>	11 <sup>TH</sup>	12 <sup>TH</sup>	TOTAL
BORGER INTERMEDIATE			220								218
Teachers											13
BORGER MIDDLE				162	200	208	-	-	-	-	570
Teachers											48
BORGER HIGH							198	189	201	179	767
Teachers											66
CHAMPS											21
<b>TOTAL SECONDARY</b>			220	162	200	208	198	189	201	179	1,576 (+Champs)
<b>TOTAL # CLASSROOM TEACHERS</b>											127
*2 teachers are ½ time ** 3 - ½ day classes each † includes CEI, Music, P.E., Special Ed., Reading Recovery & Peak teachers											

**ENROLLMENTS (Ending 2006-2007 school year, beginning 2007-2008 enrollment, prior and present month enrollment)**

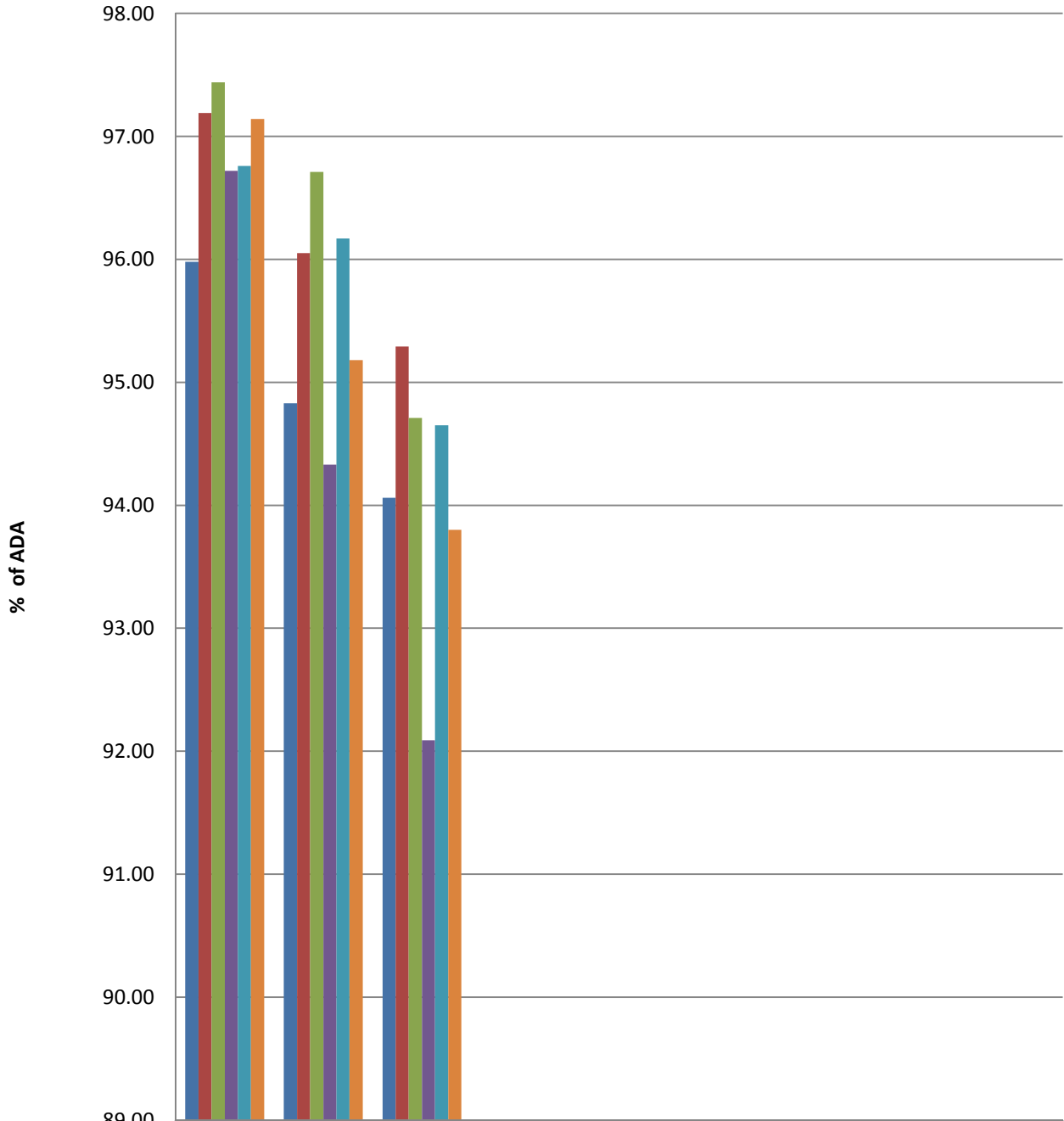
May 24, 2007	2,779
August 27, 2007	2,793
October 31, 2007	2,773
November 30, 2007	2,766

# BISD ENROLLMENT COMPARISONS



	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
2005-06	2905	2902	2896						
2006-07	2871	2867	2874						
2007-08	2761	2773	2766						

## Borger ADA Comparison



	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
H.S./Champs	95.98	94.83	94.06						
Middle School	97.19	96.05	95.29						
Intermediate	97.44	96.71	94.71						
PBECC	96.72	94.33	92.09						
Crockett	96.76	96.17	94.65						
Gateway	97.14	95.18	93.80						

## SUPERINTENDENT'S REPORT

### D A T E S T O R E M E M B E R

Christmas Holidays	Early Release December 21, December 24 – January 2
January Board Meeting	January 10, 2007
Special Board Meeting	
February Meeting Date	February ?
PAASB DATES	Thursday, January 24, 2008 Tuesday, April 15, 2008
Level II Teambuilding -	Thursday, February 28, 2008

**Superintendent's Report**

**RESIGNATIONS**

**December 2007**

**Margaret Garcia  
Nichole Kobert  
Pam Stegall**

106 Skycrest St  
Borger, TX 79007

December 3, 2007

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Linda Rotramel  
Assistant Superintendent for Personnel  
200 E. 9th Street  
Borger, Texas 79007

Mrs. Rotrammel:

It is with sadness and regret that I inform you of my intent to resign from the position of Mathematics Instructor at the end of this semester. I have enjoyed my time in Borger Independent School District and will be forever a "bulldog" at heart. I am very sorry for any inconvenience that this will cause.

Best Wishes



Nichole Kobert

Pam Stegall  
PO Box 222  
Borger, TX 79008  
806-231-8464  
[pam.stegall@borgerisd.net](mailto:pam.stegall@borgerisd.net)

→ Dec. 3, 2007

Mr. Cliff Stephens and BISD School Board,

Please accept this letter as formal notification that I am leaving my position as High School English teacher and Wrestling Coach as of Dec. 31, 2007.

Thank you for the opportunities you have provided me during my time with BISD. I have truly enjoyed working with the students, wrestlers, staff and administration.

Sincerely,

*Pam Stegall*

Pam Stegall

November 19, 2007  
654 Evergreen Street  
Borger, TX 79007

Mrs. Rotramel  
Assistant Superintendent  
Borger Independent School District  
200 E. 9<sup>th</sup> Street  
Borger, TX 79007

Dear Mrs. Rotramel,

I will not be returning to work for BISD after December 21, 2007 as per the attached letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret A. Garcia". The signature is written in a cursive style with a large initial "M" and a long horizontal stroke at the end.

Margaret A. Garcia

cc: Mr. McCarthy

# Superintendent's Report

## Information Only

### December 2007

#### SUBSTITUTE TEACHERS

Ramona Barker  
Andrea Bartlett  
Kelcee Bauert  
Jennifer Belveal  
John Buchanan  
Jeff Fernandez  
Mandy Hendricks  
Kathryn Loucks  
Megan Malone  
Tiffany Woods

## Superintendent's Report

### Monthly Reports

School Safety Audit – Rick Say, Tim Sudbrink, Brad Carpenter

INOVA - Linda Rotramel

AESOP – Linda Rotramel

Consideration / Action

Superintendent Evaluation

# School Board Continuing Education Record

School district: Borger ISD .....

Name	Total Hours	Training Hours March 1- Dec. 31	Open Meetings Training	Public Information Act Training	Status
		<b>Continuing Education in Assessed Needs</b> Enter hours completed since March 1**	Required of All Elected Public Officials Enter date completed	Required of All Elected Public Officials*** Enter date completed	
Robert Bradley	188.50	15.75	2006	2006	Exceeded
David Brandon	342.25	41.75	2006	2006	Exceeded
Elaine Feese	281.25	18.25	2006	2006	Exceeded
Todd Harris	37.50	15.50	2006	2006	Exceeded
Johnny Rusten	231.50	13.00	2006	2006	Exceeded
Gary Schneck	246.75	15.75	2006	2006	Exceeded
Charlotte Williams	75.25	16.75	2006	2006	Exceeded
Clifton L. Stephens	115.00	12.00	2006	2006	Exceeded

\* Applicable for first year board members only

\*\* Assessment year begins March 1.

\*\*\* Boards may delegate this training to the district's public information coordinator.

## Superintendent's Report

### Construction Update:

Building Construction & Design Update from PSC  
(Includes MW Microsoft Project Schedule of Critical path milestones at elementary construction)

# New Business

## Consideration / Action

- 1) Award Bids for Paul Belton Portable Building Relocation
- 2) Consider Construction Manager Recommendation for Phase 1 Paul Belton Site Demolition, Playground Relocation and Construction Fencing package
- 3) Amend MW Builders Contract and Guaranteed Maximum Price

Consideration / Action

2007-2008 District Audit – Gary Murrow

**MINUTES OF REGULAR MEETING  
BOARD OF TRUSTEES  
BORGER INDEPENDENT SCHOOL DISTRICT**

**November 13, 2007**

**MEMBERS PRESENT** Mr. Gary Schneck, Mrs. Elaine Feese, Mr. Johnny Rusten, Mr. David Brandon, Mr. Robert Bradley, Mrs. Charlotte Williams, Mr. Todd Harris (7:25 p.m.)

**MEMBERS ABSENT** None

**OTHERS PRESENT** Superintendent Clifton Stephens, Assistant Superintendent Linda Rotramel, Business Manager Faye Hooper, Exec. Director of Sp. Programs and Elementary Instruction Bobbie Nichols, Exec Director of Transition and Non Instructional Services Bob Callaghan, Director of Technology Dewey De Loe, Athletic Director Tim Anuszkiewicz, Principals Tony McCarthy, Matt Ammerman, Randy Hatfield, Rick Say and Scott Carothers, BCTA Representatives Lauren Hays and Lanetta Werhan, Borger News Herald Representative Michelle Berry.

**VISITORS** Allan Wolf, Parkhill Smith & Cooper Representative.

**CALL TO ORDER** Mr. Schneck, President of the Board, called the meeting of the Borger Independent School District Board of Trustees to order at 7:00 p.m. in the Administrative Center Board Room. "Let the record show that a quorum of board member is present, that the meeting has been duly called, and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551."

The Pledge of Allegiance was given.

President Schneck extended a cordial welcome to those present.

**OPEN FORUM** No one appeared

**SUPERINTENDENT'S  
REPORT**

**Recognitions**

**All-Region Choir**

Mr. Stephens recognized members from the Borger High Choral Department on the results from All-Region Auditions.

**(ATTACH LETTER INTO MINUTE BOOK)**

**Elementary /Jr. High  
UIL Contest**

Mr. Stephens announced the results from the Elementary / Jr. High District 5-AAA UIL Contest held November 2<sup>nd</sup> and 3<sup>rd</sup> at Frank Phillips College. He also expressed appreciation to Frank Phillips College for allowing District 5-AAA to have the contest at their campus. Mr. Brandon expressed appreciation on behalf of the Board of Trustees to the coaches of the UIL contests.

**(ATTACH RESULTS INTO MINUTE BOOK)**

**Enrollment**

Enrollment: Borger High School - 769; Middle School – 576; Intermediate – 218; Elementary – 1191; Total Students – 2773.

**(ATTACH REPORTS INTO MINUTE BOOK)**

**Dates to Review**

Dates for upcoming activities were reviewed.

**National School Board  
Convention**

Mr. Stephens announced that the National School Board Convention will be March 29-April 1, 2008 in Orlando, Florida.

**PERSONNEL**

**Resignations**

Mrs. Rotramel announced that Mrs. Betty Reeves' resignation had been received and accepted.

**Employment**

None

**Substitutes**

Jennifer Dean, Brienna Downs, Samantha Drake, Amy Felker, Jodie Gandy, Wonder Smith.

**Monthly Reports**

Linda Rotramel, Assistant Superintendent Personnel/ Curriculum gave the Highly Qualified Report for years 2006-07 and 2007-08. Bob Callaghan, Executive Director of Transition and Non Instructional Services reported the K-16 Transition plans for Borger Independent School District. He indicated the partnership (compact) with Frank Phillips College will benefit Borger students in preparing for post high school careers. He presented results from a student survey regarding Career Technology and outlined the Career Technology needs for Borger I.S.D.

**(ATTACH INTO MINUTE BOOK)**

**FACILITIES UPDATE**

Allan Wolf, Parkhill, Smith & Cooper gave an update on the Construction Projects in the district.

**NEW BUSINESS FOR  
CONSIDERATION /  
ACTION**

**CONSTRUCTION  
MANAGER AT RISK  
RECOMMENDATIONS  
FOR NEW ELEMENTARY  
CAMPUS**

NO ACTION TAKEN

**CONSENT AGENDA**

It was moved by Mr. Brandon seconded by Mrs. Williams and carried unanimously to approve the consent agenda, as recommended by the administration.

The following items were approved.

1. Minutes of Regular Meeting October 11, 2007
2. October 2007 Payroll - \$1,446,661.50
3. October 2007 Disbursements - \$558,763.51  
Capital Projects Disbursements - \$1,439, 270.97  
Borger I.S.D. Interest and Sinking Check Register - 400.00
4. Donations  
Borger Volleyball Booster Club - \$1311.11- BMS/  
BHS Volleyball Program  
Borger Football Booster Club System Repairs at  
Football Stadium -\$1,822.99  
Borger Basketball Booster Club- \$4,700.00 –  
Equipment -Basketball Program.  
Moore’s Pharmacy - \$110.00 – Nebulizer – Paul  
Belton Early Childhood Center

**2007-2008 DISTRICT  
IMPROVEMENT PLAN**

Mrs. Rotramel presented the 2007-2008 District Improvement Plan. It was moved by Mr. Bradley, seconded by Mr. Harris, to approve the 2007 – 2008 District Improvement Plan as recommended by the administration.

**CLOSED SESSION  
CALLED AT –  
8:30 p.m.**

Mr. Schneck moved that the Board adjourn into an executive session pursuant to the Subchapters D and E of the Texas Open Meeting Act: 551. 072. Discussing Personnel. The motion, seconded by Mr. Rusten carried unanimously.

**REGULAR  
SESSION  
RECONVENED**

**AT 10:15 P.M.  
APPROVED  
Resolution  
For Voting for  
Hutchinson County  
Appraisal District  
Board of Directors**

President Schneck announced no action was taken.

It was moved by Mr. Brandon, seconded by Mrs. Feese and carried unanimously to approve the Resolution designating 962 votes to Todd Harris and 1 vote to Robert Bradley, as dedicated to Borger Independent School District by Hutchinson County.

**(ATTACH RESOLUTION INTO MINUTE BOOK)**

**ADOPTED  
TASB UPDATE 81  
LOCAL UPDATES**

It was moved by Mrs. Williams, seconded by Mr. Harris, and carried unanimously to adopt update 81 according to the instruction Sheet for TASB Localized Policy Manual Update [with the following changes:]

FEC local – develop alternate wording for this policy

**(ATTACH LIST OF POLICIES IN UPDATE 81)**

**PERFORMANCE  
APPRAISAL  
INSTRUMENT**

It was moved by Mrs. Feese, seconded by Mr. Bradley to approve the Superintendent Appraisal Instrument as presented.

**(ATTACH INSTRUMENT INTO MINUTE BOOK)**

**BUDGET  
AMENDMENT**

No Action

**FINANCIAL  
REPORTS**

Each member of the Board received a copy of the financial statements submitted by the Finance Department.  
Ms. Hooper, Borger I.S.D. Business Manager reviewed the financial statements.

**Bank Balances**

Copies of a report on school funds for the month that ended October 31, 2007 were submitted by the Finance Department. Bank balances were as follows:

**BORGER I.S.D.  
BANK BALANCES  
As of October 31, 2007**

GENERAL OPERATING	\$	1,046,241.27
WORKER'S COMP/BENEFITS		28,248.58
TRS CARE, HEALTH INSURANCE CLAIMS		<u>381.31</u>
TOTAL	\$	<b>1,074,871.16</b>

**Tax Collections**

A report on tax collections for the period ending October 31, 2007 as submitted by the Appraisal District.

**(ATTACH COPY OF REPORT INTO MINUTE BOOK)**

**FUTURE AGENDA  
ITEMS**

None Noted

**ADJOURNMENT**

There being no further business it was moved by Mrs. Feese, seconded by Mr. Bradley and carried unanimously to the adjourn the meeting at 10:24 p.m.

# Borger Independent School District

November 30, 2007

Borger ISD Payroll	\$1,446,211.50
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**BORGER ISD CHECK REGISTER NOVEMBER, 2007**

<b>CHECK #</b>	<b>DATE</b>	<b>VENDOR</b>	<b>AMOUNT</b>
28601	11/05/07	KIMBERLY WILLIS HOLT	\$ 1,800.00
28602	11/06/07	CATHRYN FERN PESCH	\$ 118.00
28603	11/07/07	A & E HOME VIDEO	\$ 142.23
28604	11/07/07	CARA NACOLE ADAMS	\$ 191.73
28605	11/07/07	JASON ADKINS	\$ 25.00
28606	11/07/07	ALERT SERVICES	\$ 2,165.44
28607	11/07/07	AMERICAN CHALLENGE	\$ 1,280.00
28608	11/07/07	AMERIPRIDE LINEN & APPAREL	\$ 38.75
28609	11/07/07	APPERSON EDUCATION PRODU	\$ 317.31
28610	11/07/07	AT&T	\$ 20.28
28611	11/07/07	WILLIAM BAILEY	\$ 128.95
28612	11/07/07	GILBERT BARNES	\$ 103.19
28613	11/07/07	BEST ACCESS SYSTEMS	\$ 417.42
28614	11/07/07	ROBBIE BILLINGTON	\$ 30.00
28615	11/07/07	BIZCHAIR.COM	\$ 2,065.13
28616	11/07/07	BLUE BELL CREAMERIES LP	\$ 520.58
28617	11/07/07	MICHAEL JOSEPH BOS	\$ 50.00
28618	11/07/07	BUCKS SPORTING GOODS	\$ 23,297.79
28619	11/07/07	JANICE BURNSIDE	\$ 124.93
28620	11/07/07	RANDY CARPENTER	\$ 128.95
28621	11/07/07	CDW G	\$ 159.00
28622	11/07/07	CHANNING L BETE CO INC	\$ 73.00
28623	11/07/07	EVELYN KAY COFFMAN	\$ 25.00
28624	11/07/07	BENNY CONLEY	\$ 140.52
28625	11/07/07	CPI	\$ 1,620.00
28626	11/07/07	CROWN SUPPLY	\$ 750.60
28627	11/07/07	DEALERS ELECTRIC SUPPLY	\$ 7.58
28628	11/07/07	SUZANNE DUVALL	\$ 65.00
28629	11/07/07	DYNA SYSTEMS	\$ 342.60
28630	11/07/07	ELLIOTT ELECTRIC SUPPLY	\$ 74.97
28631	11/07/07	ERIC ENRIQUEZ	\$ 50.00
28632	11/07/07	KEVIN FARMER	\$ 30.00
28633	11/07/07	FLAGHOUSE INC	\$ 748.75
28634	11/07/07	MIKE FOWLER	\$ 80.00
28635	11/07/07	ALLEN FRAZIER	\$ 17.15
28636	11/07/07	FREY SCIENTIFIC CO	\$ 338.51
28637	11/07/07	FRONTLINE DATA INC	\$ 847.50
28638	11/07/07	GATEWAY COMPUTERS	\$ 5,474.94
28639	11/07/07	GERALDS OFFICE PRODUCTS	\$ 641.15
28640	11/07/07	GOLF HEADQUARTERS	\$ 900.00
28641	11/07/07	JOHNNY GUNTER	\$ 25.00
28642	11/07/07	NADINE HADLEY	\$ 30.00
28643	11/07/07	DORA HANEY	\$ 60.00
28644	11/07/07	HATHAWAY INDUSTRIES LLP	\$ 12.25
28645	11/07/07	BRYAN HERBER	\$ 93.95
28646	11/07/07	LESLIE HERBER	\$ 45.00
28647	11/07/07	THE HIGHSMITH CO	\$ 1,199.75

28648	11/07/07	C E HOUSE INSURANCE	\$	71.00	
28649	11/07/07	HUMANWARE	\$	795.00	
28650	11/07/07	JIMS BEARINGS & SUPPLY	\$	14.56	
28651	11/07/07	GE JONES ELECTRIC CO	\$	16.13	
28652	11/07/07	KELLY JONES	\$	40.00	
28653	11/07/07	K & S ENGRAVING	\$	27.00	
28654	11/07/07	DENNIS KUEMPEL	\$	40.00	
28655	11/07/07	LABATT FOOD SERVICE	\$	5,311.44	
28656	11/07/07	JERRY LAWLIS	\$	77.00	
28657	11/07/07	PATRICK S LEWIS	\$	50.00	
28658	11/07/07	LOCKE SUPPLY CO	\$	302.63	
28659	11/07/07	WILLIAM V MACGILL & CO	\$	1,635.59	
28660	11/07/07	JACQUELINE LOUISE MARSHALL	\$	294.00	
28661	11/07/07	RAVEN KELSEY MARTINEZ	\$	50.00	
28662	11/07/07	CAPRICE MAYHEW	\$	71.15	
28663	11/07/07	MICKEY MCCALL	\$	117.05	
28664	11/07/07	ANNA M MCCOLLUM	\$	25.00	
28665	11/07/07	CHRIS MCCOLLUM	\$	25.00	
28666	11/07/07	WARREN MCCOLLUM	\$	25.00	
28667	11/07/07	MEDCO SPORTS MEDICINE	\$	967.33	
28668	11/07/07	MEDICAID CLAIM OF TX INC	\$	1,601.50	
28669	11/07/07	MENTORING MINDS	\$	386.64	
28670	11/07/07	MESSAGE MAKERS	\$	186.75	
28671	11/07/07	MIDWEST VOLLEYBALL W/HOUS	\$	249.85	
28672	11/07/07	JOHNNY L MILLER	\$	124.00	
28673	11/07/07	MILLER PAPER CO	\$	100.03	
28674	11/07/07	MARIE MONGOLD	\$	60.00	
28675	11/07/07	MR TREAT	\$	256.50	
28676	11/07/07	MRS BAIRDS BAKERIES	\$	618.76	
28677	11/07/07	N B S	\$	182.56	
28678	11/07/07	NASCO	\$	214.72	
28679	11/07/07	NATIONAL FORENSIC LEAGUE	\$	15.00	
28680	11/07/07	NATIONAL GEOGRAPHIC SCH PI	\$	564.36	
28681	11/07/07	NCS PEARSON INC	\$	614.00	
28682	11/07/07	NONSTOP VOLLEYBALL	\$	1,063.26	
28683	11/07/07	BILLIE NUTT	\$	140.95	
28684	11/07/07	O REILLY AUTOMOTIVE INC	\$	326.61	
28685	11/07/07	EARL OSTEEN	\$	30.00	
28686	11/07/07	PAC N MAIL	\$	287.84	
28687	11/07/07	PARSLEYS ROOFING INC	\$	380.00	
28688	11/07/07	PEST MANAGEMENT SERVICES	\$	555.00	
28689	11/07/07	PLAINS DAIRY	\$	2,036.24	
28690	11/07/07	POPULAR SUPPLY	\$	499.91	
28691	11/07/07	POSTMASTER	\$	133.00	
28692	11/07/07	POWERHOUSE SCREENPRINTIN	\$	300.00	
28693	11/07/07	WESTAIR PRAXAIR DIST INC	\$	42.91	
28694	11/07/07	PRESTWICK HOUSE	\$	357.88	
28695	11/07/07	CLARK PYLANT	\$	77.00	
28696	11/07/07	RALLS APPLIANCE	\$	149.99	
28697	11/07/07	BOB RANDOLPH	\$	30.00	
28698	11/07/07	REGION IV EDUC SERV CTR	\$	125.00	
28699	11/07/07	REGION XVI ED SVC CENTER		VOID	MULTI STUB

28700	11/07/07	REGION XVI ED SVC CENTER	\$	20,035.31	
28701	11/07/07	RELIABLE CORPORATION	\$	28.06	
28702	11/07/07	REXEL SUMMERS ELECTRICAL	\$	34.16	
28703	11/07/07	CHARLES ROSS	\$	88.95	
28704	11/07/07	T CHALLA ROSS	\$	40.00	
28705	11/07/07	SADDLEBACK EDUCATIONAL	\$	770.88	
28706	11/07/07	MICKEY SANDERS	\$	30.00	
28707	11/07/07	SAX ARTS & CRAFTS	\$	399.64	
28708	11/07/07	CASSIE RAE SHEDD	\$	50.00	
28709	11/07/07	RICHARD SIMMONS	\$	77.00	
28710	11/07/07	DOROTHY SIMS	\$	25.00	
28711	11/07/07	KENNETH SMITH	\$	80.00	
28712	11/07/07	SPORTDECALS INC	\$	32.15	
28713	11/07/07	SPORTIME	\$	911.71	
28714	11/07/07	STEWART/STEVENSON INC	\$	821.76	
28715	11/07/07	RICKEY SUMMAR	\$	400.14	
28716	11/07/07	SUNGARD PENTAMATION INC	\$	1,941.00	
28717	11/07/07	GORDON TAYLOR	\$	30.00	
28718	11/07/07	TEXAS EDUCATION AGENCY	\$	2,920.37	
28719	11/07/07	TEXAS EDUCATION AGENCY	\$	369.60	
28720	11/07/07	TEXAS EDUCATIONAL PAPERBA	\$	48.75	
28721	11/07/07	TEXAS GAS SERVICE	\$	1,623.90	
28722	11/07/07	UNITED SUPERMARKET	\$	180.59	
28723	11/07/07	FRANCES WALZEL	\$	10.25	
28724	11/07/07	WATCH DOGS	\$	100.00	
28725	11/07/07	THE WATER STORE	\$	15.00	
28726	11/07/07	DARREN WHALEN	\$	183.80	
28727	11/07/07	DAVID WILLIAMS	\$	25.00	
28728	11/07/07	EDDIE WINEGEART	\$	80.00	
28729	11/07/07	WOODYS GLASS CO	\$	764.56	
28730	11/07/07	WRESTLING ONE	\$	138.49	
28731	11/07/07	XEROX CORPORATION			VOID MULTI STUB
28732	11/07/07	XEROX CORPORATION	\$	15,133.42	
28733	11/07/07	LESLIE C YOUNG	\$	993.00	
28734	11/07/07	GILBERT ZAMORA	\$	128.95	
28735	11/07/07	DRAW YOUR WORLD	\$	322.30	
28736	11/07/07	MESSAGE MAKERS	\$	794.90	
28737	11/07/07	PAUL BELTON ECC	\$	96.08	
28738	11/07/07	QSP READERS DIGEST	\$	354.63	
28739	11/07/07	SCARBOROUGH SPECIALTIES	\$	294.49	
28740	11/07/07	PAM J WALKER	\$	275.00	
28741	11/08/07	CATHRYN FERN PESCH	\$	608.75	
28742	11/14/07	ADVANCE FOOD CO INC	\$	1,499.09	
28743	11/14/07	ADVANCED EYE CARE	\$	295.00	
28744	11/14/07	AIRGAS SOUTHWEST INC	\$	31.67	
28745	11/14/07	ALLENS TRI STATE MECH	\$	245.00	
28746	11/14/07	AT&T	\$	67.34	
28747	11/14/07	AT&T	\$	1,137.85	
28748	11/14/07	BEST ACCESS SYSTEMS	\$	100.58	
28749	11/14/07	SUSAN L BLACKWELL	\$	451.17	
28750	11/14/07	BLUE BELL CREAMERIES L P	\$	311.09	
28751	11/14/07	BORGER REDI MIX CONCRETE	\$	13.00	

28752	11/14/07	MICHELLE BRAME	\$	278.24
28753	11/14/07	JASON CARTER	\$	86.67
28754	11/14/07	CHILDRENS REHABILITATION CT	\$	2,020.80
28755	11/14/07	CITY OF BORGER	\$	108.00
28756	11/14/07	CROWN SUPPLY	\$	429.60
28757	11/14/07	DAKES RESTAURANT & CATERIN	\$	96.60
28758	11/14/07	CHRIS DAVENPORT	\$	160.00
28759	11/14/07	CODY DUNCAN	\$	495.00
28760	11/14/07	ELLIOTT ELECTRIC SUPPLY	\$	4.15
28761	11/14/07	FARWELL HIGH SCHOOL	\$	370.00
28762	11/14/07	FOLLETT LIBRARY BOOK CO	\$	1,088.07
28763	11/14/07	FOSTER PLUMBING	\$	273.60
28764	11/14/07	FRIENDSHIP HOUSE	\$	35.80
28765	11/14/07	GERALDS OFFICE PRODUCTS	\$	303.31
28766	11/14/07	GLASFLOSS INDUSTRIES INC	\$	412.80
28767	11/14/07	GRACO MANUFACTURING CO	\$	835.79
28768	11/14/07	GRAINGER INC	\$	511.36
28769	11/14/07	ASA A HOWARD	\$	208.95
28770	11/14/07	HUTCHINSON CTY APPR DIST	\$	29,515.00
28771	11/14/07	JENTS HOUSE OF MUSIC INC	\$	3,317.00
28772	11/14/07	JERRYS PLUMBING INC	\$	143.75
28773	11/14/07	TOM JOHNSTONE	\$	30.00
28774	11/14/07	JULIE ANN KELLEY	\$	191.97
28775	11/14/07	LABATT FOOD SERVICE	\$	6,553.73
28776	11/14/07	LAKESHORE LEARNING MATERI.	\$	94.95
28777	11/14/07	CHARLES HENRY LOFTIS	\$	30.00
28778	11/14/07	SHARON ANN LOWERY	\$	8.00
28779	11/14/07	LRP PUBLICATIONS	\$	209.45
28780	11/14/07	EDWARD MALONE	\$	47.46
28781	11/14/07	MORRISON SUPPLY COMPANY	\$	117.88
28782	11/14/07	MORTON LUMBER CO	\$	2,205.56
28783	11/14/07	MR TREAT	\$	256.50
28784	11/14/07	MRS BAIRDS BAKERIES	\$	306.00
28785	11/14/07	NATIONAL FORENSIC LEAGUE	\$	30.00
28786	11/14/07	OTASCO	\$	89.55
28787	11/14/07	PAC N MAIL	\$	849.85
28788	11/14/07	PANHANDLE PAGING	\$	18.95
28789	11/14/07	PAO ENTERPRISES	\$	500.00
28790	11/14/07	DEBORAH A PARSLEY	\$	668.66
28791	11/14/07	PARSLEYS ROOFING INC	\$	240.00
28792	11/14/07	PEOPLE PUBLISHING GROUP	\$	7,437.15
28793	11/14/07	PERMA BOUND	\$	39.98
28794	11/14/07	BRYAN PERRYMAN	\$	186.70
28795	11/14/07	PLAINS DAIRY	\$	1,880.40
28796	11/14/07	PLANK ROAD PUBLISHING CO	\$	466.32
28797	11/14/07	POPULAR SUPPLY	\$	4.08
28798	11/14/07	WESTAIR PRAXAIR DIST INC	\$	28.22
28799	11/14/07	PROGRESSIVE BUSINESS COMF	\$	78.95
28800	11/14/07	QSP READERS DIGEST INC	\$	442.00
28801	11/14/07	QUILL CORPORATION	\$	143.98
28802	11/14/07	RANDYS MUSIC MART INC	\$	3,804.68
28803	11/14/07	RBLM	\$	104.00

28804	11/14/07	REGION I	\$	90.00	
28805	11/14/07	REGION XVI ED SVC CENTER		VOID	MULTI STUB
28806	11/14/07	REGION XVI ED SVC CENTER	\$	7,691.82	
28807	11/14/07	RESOURCES FOR READING INC	\$	114.18	
28808	11/14/07	JENNIFER RINDAHL	\$	286.74	
28809	11/14/07	MARY E ROBINSON	\$	372.60	
28810	11/14/07	BRENDA S HICKS RUSS	\$	374.22	
28811	11/14/07	SADDLEBACK EDUCATIONAL	\$	179.03	
28812	11/14/07	THE SECURITY COMPANY	\$	129.00	
28813	11/14/07	SEXUAL ABUSE TRAINING	\$	95.00	
28814	11/14/07	JOSEPH S SHELTON	\$	24.40	
28815	11/14/07	BRENDA K SNOW	\$	103.68	
28816	11/14/07	SOUTHEASTERN AUDIO VISUAL	\$	647.61	
28817	11/14/07	RICKEY SUMMAR	\$	326.84	
28818	11/14/07	TARPLEY MUSIC CO INC	\$	541.28	
28819	11/14/07	TASB	\$	40.00	
28820	11/14/07	TEXAS EDUCATION AGENCY	\$	150.00	
28821	11/14/07	TEXAS SCHOOL ADMIN LEGAL D	\$	405.00	
28822	11/14/07	TPMHMR	\$	4,000.00	
28823	11/14/07	TREX EQUIPMENT CO	\$	42.86	
28824	11/14/07	TX DEPT OF TRANSPORTATION	\$	2.00	
28825	11/14/07	TYSON SALES & DISTRIBUTION	\$	1,713.65	
28826	11/14/07	UNITED SUPERMARKET	\$	328.75	
28827	11/14/07	LORI MICHELLE VILLANUEVA	\$	330.48	
28828	11/14/07	CRYSTAL WALDROP	\$	509.49	
28829	11/14/07	WALMART	\$	503.55	
28830	11/14/07	E J WEBB	\$	2.15	
28831	11/14/07	NANCY E WHITE	\$	230.85	
28832	11/14/07	OLEN WILLIAMS INC	\$	63.00	
28833	11/14/07	TIMOTHY A WOODS	\$	160.00	
28834	11/14/07	WOODYS GLASS CO	\$	62.10	
28835	11/14/07	BROWNS FLOWERS	\$	49.80	
28836	11/14/07	CULLIGAN WATER CONDITIONIN	\$	71.50	
28837	11/14/07	QSP READERS DIGEST INC	\$	3,836.84	
28838	11/14/07	WALMART	\$	370.15	
28839	11/14/07	THE WATER STORE	\$	171.00	
28840	11/14/07	TERRI PEPPER	\$	145.00	
28841	11/14/07	TERRI PEPPER		VOID	
28842	11/15/07	DENNIS LEE RATLIFF	\$	83.00	
28843	11/20/07	JASON ADKINS	\$	25.00	
28844	11/20/07	ADVANCE FOOD CO INC	\$	1,038.36	
28845	11/20/07	AMS DISTRIBUTORS INC	\$	107.50	
28846	11/20/07	MARIO BARRETT/SP	\$	165.00	
28847	11/20/07	ROBBIE WORSLEY BILLINGTON	\$	70.00	
28848	11/20/07	BART BOREN	\$	30.00	
28849	11/20/07	BORGER ROTARY CLUB	\$	290.00	
28850	11/20/07	HARRY BOWIE JR	\$	30.00	
28851	11/20/07	CATHY J BRADLEY	\$	72.00	
28852	11/20/07	BUCKS SPORTING GOODS INC	\$	942.73	
28853	11/20/07	BUTTERCUP HOUSE INC	\$	658.00	
28854	11/20/07	CHILDRESS ISD	\$	168.93	
28855	11/20/07	EVELYN KAY COFFMAN	\$	25.00	

28856	11/20/07	MAURICE CUNNINGHAM	\$	13.00	
28857	11/20/07	RUDY DUDLEY	\$	77.00	
28858	11/20/07	SUZANNE DUVALL	\$	15.00	
28859	11/20/07	ELLIOTT ELECTRIC SUPPLY	\$	1,070.91	
28860	11/20/07	FOLLETT LIBRARY BOOK CO	\$	1,156.72	
28861	11/20/07	FORWARD EDGE	\$	15.45	
28862	11/20/07	GERALDS OFFICE PRODUCTS	\$	32.38	
28863	11/20/07	AMANDA M GRANTZ	\$	77.00	
28864	11/20/07	GREAT WESTERN DINING SERV	\$	1,575.00	
28865	11/20/07	ALICE GUNTER/LAWNS A LOT	\$	805.00	
28866	11/20/07	JOHNNY GUNTER	\$	25.00	
28867	11/20/07	DORA HANEY	\$	60.00	
28868	11/20/07	BRANDY HEBERT	\$	90.15	
28869	11/20/07	SANDRA HILBERT/H&H PRINTING	\$	87.00	
28870	11/20/07	HONEYWELL INC	\$	225.71	
28871	11/20/07	JOSTENS INC	\$	26.38	
28872	11/20/07	JUNIOR LIBRARY GUILD	\$	1,950.00	
28873	11/20/07	LABATT FOOD SERVICE		VOID	MULTI STUB
28874	11/20/07	LABATT FOOD SERVICE	\$	8,220.65	
28875	11/20/07	CHRIS MCCOLLUM	\$	25.00	
28876	11/20/07	WARREN MCCOLLUM	\$	25.00	
28877	11/20/07	JUSTIN MCGILL	\$	30.00	
28878	11/20/07	MILLER PAPER CO	\$	41.38	
28879	11/20/07	MITCHELL GASSAWAY JONES &	\$	315.00	
28880	11/20/07	MARIE MONGOLD	\$	60.00	
28881	11/20/07	MR TREAT	\$	256.50	
28882	11/20/07	MRS BAIRDS BAKERIES	\$	514.84	
28883	11/20/07	J R NEIL	\$	77.00	
28884	11/20/07	ANDY NIES	\$	285.00	
28885	11/20/07	BILLIE NUTT	\$	228.64	
28886	11/20/07	EARL OSTEEN	\$	30.00	
28887	11/20/07	PHILLIPS MUNICIPAL GOLF	\$	2,000.00	
28888	11/20/07	PLAINS DAIRY	\$	905.46	
28889	11/20/07	PLAYSCRIPTS INC	\$	217.85	
28890	11/20/07	PRINT SOLUTIONS	\$	546.45	
28891	11/20/07	BOB RANDOLPH	\$	30.00	
28892	11/20/07	REGION XVI ED SVC CENTER	\$	375.00	
28893	11/20/07	RIDER HIGH SCHOOL	\$	250.00	
28894	11/20/07	MICKEY SANDERS	\$	30.00	
28895	11/20/07	SCHWARTZ & EICHELBAUM PC	\$	121.06	
28896	11/20/07	DOROTHY SIMS	\$	25.00	
28897	11/20/07	TIMOTHY J SUDBRINK	\$	41.11	
28898	11/20/07	TASB	\$	56.48	
28899	11/20/07	TASB RISK MANAGEMENT	\$	798.75	
28900	11/20/07	GORDON TAYLOR	\$	25.00	
28901	11/20/07	TEXAS TECH UNIVERSITY	\$	286.00	
28902	11/20/07	ROBERT THOMAS	\$	78.95	
28903	11/20/07	ANDY THORNE	\$	77.00	
28904	11/20/07	UIL	\$	20.00	
28905	11/20/07	MARK VOGLER	\$	125.95	
28906	11/20/07	SANDRA KAY WASHER	\$	25.00	
28907	11/20/07	THE WATER STORE	\$	27.00	

28908	11/20/07	CHERYL WHITEFIELD	\$	400.00
28909	11/20/07	WHITESBORO ISD	\$	125.00
28910	11/20/07	DAVID WILLIAMS	\$	25.00
28911	11/20/07	GILBERT ZAMORA	\$	77.00
28912	11/20/07	CUSTOM FOOD GROUP	\$	42.80
28913	11/20/07	GERALDS OFFICE PRODUCTS	\$	120.00
28914	11/27/07	JANET LEE FLEMING	\$	851.00
28915	11/29/07	AMARILLO HIGH SCHOOL		VOID
28916	11/29/07	AMARILLO HIGH SCHOOL		VOID
28917	11/29/07	ATSSB	\$	30.00
28918	11/29/07	BLUE BELL CREAMERIES L P	\$	411.55
28919	11/29/07	CODY DUNCAN	\$	900.00
28920	11/29/07	KEVIN D KUEHLER	\$	133.00
28921	11/29/07	LABATT FOOD SERVICE	\$	7,017.02
28922	11/29/07	MID AMERICA NATIONALS	\$	150.00
28923	11/29/07	MIGUELS COPIER REPAIR	\$	636.00
28924	11/29/07	MR TREAT	\$	261.00
28925	11/29/07	MRS BAIRDS BAKERIES	\$	695.08
28926	11/29/07	PLAINS DAIRY	\$	2,682.60
28927	11/29/07	POSTMASTER	\$	82.00
28928	11/29/07	RANDALL HIGH SCHOOL	\$	100.00
28929	11/29/07	RENAISSANCE LEARNING INC	\$	464.28
28930	11/29/07	PAMELA M STEGALL	\$	275.00
28931	11/29/07	TREX EQUIPMENT CO	\$	501.30
28932	11/29/07	WELLS FARGO CARD SERVICES	\$	1,714.20
28933	11/29/07	AMARILLO HIGH SCHOOL	\$	100.00
28934	11/29/07	AMARILLO HIGH SCHOOL	\$	370.00

**Total** **\$ 261,158.57**

BORGER ISD CAPITAL PROJECT CHECK REGISTER  
November 30, 2007

CHECK #	DATE	VENDOR	AMOUNT
165	11/08/07	AMARILLO TESTING & ENGINE	\$1,220.00
166	11/08/07	PARKHILL SMITH & COOPER I	\$93,811.35
167	11/20/07	BORGER NEWS-HERALD	\$35.38
168	11/20/07	MW BUILDERS OF TEXAS	\$1,212,992.00
		<b>TOTAL</b>	<b><u>\$1,308,058.73</u></b>

Consideration / Action

Donations

From	To	For	Amount
BIS/BMS PTO	BIS/BMS	WATCH DOGS(Dads of Great Students)	\$300.00
Dr. Ammon Weber	Crockett	Health needs	\$300.00

November 18, 2007

Mr. Cliff Stephens, Superintendent  
BISD Board of Trustees  
200 East Ninth  
Borger, Texas 79007

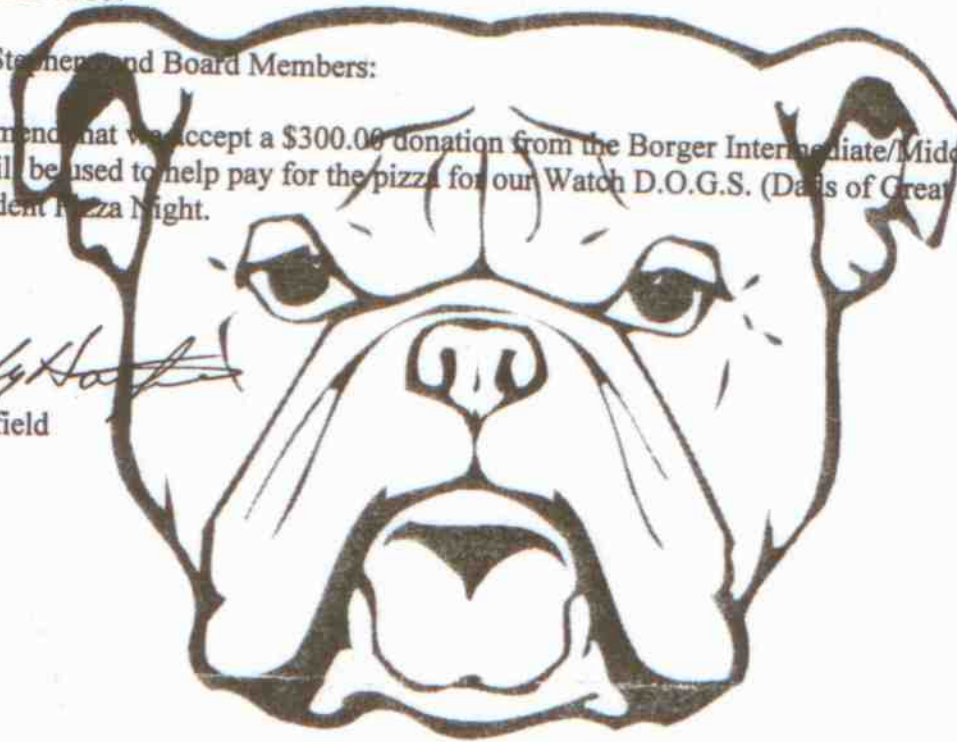
Dear Mr. Stephens and Board Members:

We recommend that we accept a \$300.00 donation from the Borger Intermediate/Middle Schools PTO. It will be used to help pay for the pizza for our Watch D.O.G.S. (Days of Great Students) Father/Student Pizza Night.

Sincerely,



Randy Hatfield



# Borger Independent School District

## *Davy Crockett Elementary School*

Jayson Hataway, Principal

400 Kaye St. Borger, TX 79007

806 273-1054

Fax 806 273-1067

December 10, 2007

Dear Mr. Stephens and Board of Trustees,

I recommend we accept the donation from Ammon Weber, MD for \$300.00.

Mr. Weber requested that the money go to Kaye Smith, nurse at Crockett Elementary for the good of our students.

Thank you,



Jayson Hataway

STUDENT RIGHTS AND RESPONSIBILITIES  
INTERROGATIONS AND SEARCHES

FNF  
(LOCAL)

SECOND OFFENSE            The student shall be suspended from any extracurricular activity for 42 calendar days following the date the student and parent are notified of the test results.

The District shall again notify the parent and student of drug and alcohol abuse prevention resources available in the area.

THIRD OFFENSE            The student shall be suspended from participation in any extracurricular activity for the remainder of the student's enrollment on that campus following the date the student and parent are notified of the test results.

APPEALS                    A student or parent may appeal a decision made under this policy in accordance with FNG(LOCAL). The student shall be ineligible for participation in extracurricular activities while the appeal is pending.

REASONABLE  
SUSPICION DRUG-  
TESTING POLICY            Based upon a study conducted by a committee of Board members, administrators, teachers, parents, and other community members for the purpose of analyzing the drug and alcohol use among students, the District, with the advice of legal counsel and the assistance of the Public Policy Research Institute determined that the risks of drug and alcohol use and abuse are prevalent among high school students in grades 9-12.

PURPOSE                    Drug abuse is a significant health problem for students, detrimentally affecting overall health, behavior, learning ability, and the total development of the individual student. Furthermore, it is harmful to other students, teachers, family members, and those who may be collaterally affected. The District, in planning, implementing, and enforcing the reasonable suspicion drug-testing policy, shall attempt to maintain a safe and drug-free environment that promotes academic excellence and social responsibility in all students. Additionally, consistent enforcement of a lawful policy that recognizes the privacy rights of students, but effectively deters violation of important school rules shall provide all students with a valid reason to reject drugs and alcohol and to resist peer pressure that often leads to drug and alcohol abuse.

**PARTICIPANTS**            **All high school students shall be subject to testing under the reasonable suspicion drug-testing program.**            CHANGE TO ALL STUDENTS

RECEIPT OF COPY            Before this policy is enforced and annually thereafter prior to the beginning of each school year in which this policy is in effect, all participating students and their parents or guardians or person with lawful control shall be required to sign an acknowledgment form indicating receipt of a copy of this policy and an understanding of the terms and provisions of the policy.

Consideration / Action

Innovative Courses at Borger High School

# RESOLUTION

Authorization of Land Purchase from Johnny Gunter  
And Authorization of Signatures

—  
Physical Location – 519 Coolidge/417 Bryan, Borger, Texas; Legal description - Lot 6, Block 30, WEST  
ADDITION, ISOM (BORGER) – Parcel ID: 17104  
\$2,000.00

**NOW, THEREFORE BE IT RESOLVED** that the **Borger Independent School District Board of Trustees**, do hereby approve and **authorize Clifton L. Stephens, Superintendent** to execute a Purchase Agreement in substantially the same form as Exhibit “A” attached hereto and such other documents as may be needed to complete the transaction between **Mr. Johnny Gunter and Borger Independent School District** to acquire said land (*519 West Coolidge/417 Bryan, LOT 6 BLK 30 WEST ADDITION, ISOM (BORGER) – Parcel ID: 17104*) in the amount of \$2,000.00 and for the customary costs of closing the transaction.

***PASSED, APPROVED AND ADOPTED by the Borger Independent School District Board of Trustees at a regular meeting held on the 13th day of December, 2007.***

---

*Gary Schneck*  
*President, Board of Trustees*

*Attest:*

---

*Johnny Rusten, Secretary*  
*Board of Trustees*



**UNIMPROVED PROPERTY CONTRACT**  
NOTICE: Not For Use For Condominium Transactions

**1. PARTIES:** Johnny Gunter  
(Seller) agrees to sell and convey to Borger Independent School District  
(Buyer) and Buyer agrees to buy from Seller the Property described below.

**2. PROPERTY:** Lot 6, Block 30, West (Isom) Addition,  
City of Borger, County of Hutchinson,  
Texas, known as 519 Coolidge/417 Bryan Borger, Texas 79007  
(address/zip code), or as described on attached exhibit together with all rights, privileges and  
appurtenances pertaining thereto, including but not limited to: water rights, claims, permits,  
strips and gores, easements, and cooperative or association memberships (the Property).

**3. SALES PRICE:**  
A. Cash portion of Sales Price payable by Buyer at closing..... \$ 2,000.00  
B. Sum of all financing described below (excluding any loan funding  
fee or mortgage insurance premium) ..... \$ \_\_\_\_\_  
C. Sales Price (Sum of A and B) ..... \$ 2,000.00

**4. FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ \_\_\_\_\_ (excluding any loan funding fee or mortgage insurance premium).
  - (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), this contract will terminate and the earnest money will be refunded to Buyer.
  - (2) Financing Approval: (Check one box only)
    - (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Condition Addendum.
    - (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
- B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
- C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ \_\_\_\_\_, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

**5. EARNEST MONEY:** Upon execution of this contract by both parties, Buyer shall deposit \$ -0- as earnest money with N/A as escrow agent, at N/A (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

**6. TITLE POLICY AND SURVEY:**  
A. TITLE POLICY: Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner policy of title insurance (Title Policy) issued by N/A (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:  
(1) Restrictive covenants common to the platted subdivision in which the Property is located.  
(2) The standard printed exception for standby fees, taxes and assessments.  
(3) Liens created as part of the financing described in Paragraph 4.  
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.  
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.  
(6) The standard printed exception as to marital rights.  
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.  
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".  
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's

expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender. (Check one box only)

(1) Within \_\_\_\_\_ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (Affidavit). If the existing survey or Affidavit is not acceptable to Title Company or Buyer's lender, Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date. If Seller fails to furnish the existing survey or Affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.

(2) Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

N/A

Buyer must object not later than (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey, whichever is earlier. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MANDATORY OWNERS' ASSOCIATION MEMBERSHIP: The Property  is  is not subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in an Owner's Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to

(Address of Property)

annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

## 7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **ACCEPTANCE OF PROPERTY CONDITION:** Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following: None

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

**8. BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

## 9. CLOSING:

A. The closing of the sale will be on or before December 31, 2007, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later

Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_

TREC NO. 9-6

(Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.

C. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

D. All covenants, representations and warranties in this contract survive closing.

**10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

**11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Housing Assistance Program or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses):

(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; and other expenses payable by Buyer under this contract.

B. Buyer shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender.

C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Housing Assistance Program or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

**18. ESCROW:**

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages of three times the amount of the earnest money.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

**19. REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default.

**20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:**

Borger Independent School District

200 East Ninth

Borger, Texas 79007

Telephone: (806) 273-6481

Facsimile: ( )

E-mail: tina.briscoe@borgerisd.net

**To Seller at:**

Johnny Gunter

303 Calle Questa

Fritch, Texas 79083

Telephone: (806) 857-3091

Facsimile: ( )

E-mail:

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

Third Party Financing Condition Addendum

Seller Financing Addendum

Loan Assumption Addendum

Addendum for Property Subject to Mandatory Membership in an Owners' Association

Addendum for Sale of Other Property by Buyer

Other (list): \_\_\_\_\_

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

Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

Addendum for Coastal Area Property

Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

Addendum for Release of Liability on Assumption of FHA, VA, or Conventional Loan Restoration of Seller's Entitlement for VA Guaranteed Loan

Addendum for "Back-Up" Contract

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$\_\_\_\_\_ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY:** Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's  
Attorney is: C. Craig Jones, P.O. Drawer

Seller's  
Attorney is: N/A

707, Borger, Texas 79008-0707

\_\_\_\_\_

Telephone: (806 ) 273-2857

Telephone: ( )

Facsimile: (806 ) 273-2157

Facsimile: ( )

E-mail: craig@mgjm.com

E-mail: \_\_\_\_\_

**EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer - Clifton Stephens, BISD Superintendent Seller - Johnny Gunter

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 9-6. This form replaces TREC NO. 9-5.

**BROKER INFORMATION AND RATIFICATION OF FEE**

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker \_\_\_\_\_ License No. \_\_\_\_\_

represents  Buyer only as Buyer's agent  
 Seller as Listing Broker's subagent

Listing Broker \_\_\_\_\_ License No. \_\_\_\_\_

represents  Seller and Buyer as an intermediary  
 Seller only as Seller's agent

Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Broker's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Facsimile \_\_\_\_\_

Email Address \_\_\_\_\_

Listing Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Listing Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Selling Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

\_\_\_\_\_  
 Seller or Listing Broker

\_\_\_\_\_  
 Date

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.

Escrow Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Address

Telephone (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 City State Zip

Facsimile: (\_\_\_\_\_) \_\_\_\_\_

# Financial Reports

**BORGER I.S.D.**  
**BANK BALANCES**  
**As of November 30, 2007**

GENERAL OPERATING	\$	728,385.62
WORKER'S COMP/BENEFITS		35,001.43
TRS CARE, HEALTH INSURANCE CLAIMS		636.47
<b>TOTAL</b>	<b>\$</b>	<b>764,023.52</b>

SECURITY PLEDGES

TYPE	PLEDGED AMOUNT	RECEIPT #	MATURITY DATE
SURETY BOND	\$5,000,000.00	9128273E0	8/15/2007
FDIC INSURANCE	100,000.00		
D.D.A. – Time and Savings Accounts	100,000.00		
<b>TOTAL</b>	<b>\$5,200,000.00</b>		

**BORGER INDEPENDENT SCHOOL DISTRICT  
CHILD NUTRITION DEPARTMENT  
PROFIT & LOSS STATEMENT NOVEMBER, 2007**

	HIGH	MIDDLE	PAUL BELTON	CROCKETT	GATEWAY	GRAND TOTAL
YEAR TO DATE CASH RECEIVED	\$ 13,998.93	\$ 119,747.88	\$ 42,090.89	\$ 53,167.15	\$ 50,584.69	\$ 279,589.54
REVENUE RECEIVABLE	\$ 2,613.17	\$ 15,307.98	\$ 11,084.19	\$ 11,777.92	\$ 12,037.74	\$ 52,821.00
YTD. LABOR EXPENSE	\$ 22,770.78	\$ 46,599.49	\$ 27,378.71	\$ 26,871.95	\$ 27,744.14	\$ 151,365.07
YTD. FOOD PURCHASE EXPENSE	\$ 10,426.50	\$ 60,878.42	\$ 22,106.61	\$ 25,711.13	\$ 25,624.39	\$ 144,747.05
YTD. MISC. EXPENSE	\$ 1,539.18	\$ 1,895.60	\$ 2,015.99	\$ 1,715.67	\$ 1,432.52	\$ 8,598.96
YTD. ACCURED WAGES	\$ 2,463.93	\$ 6,363.33	\$ 3,191.37	\$ 3,159.33	\$ 3,069.93	\$ 18,247.89
YTD. PROFESSIONAL WAGES	\$ 1,415.60	\$ 1,415.60	\$ 1,415.60	\$ 1,415.60	\$ 1,415.60	\$ 7,078.00
YTD. CAPITAL DISBURSEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>YTD. PROFIT/LOSS</b>	<b>\$ (22,003.89)</b>	<b>\$ 17,903.42</b>	<b>\$ (2,933.20)</b>	<b>\$ 6,071.39</b>	<b>\$ 3,335.85</b>	<b>\$ 2,373.57</b>
INVENTORY AT CAMPUS' (MEMO ONLY)	\$ 3,898.26	\$ 7,160.17	\$ 2,621.85	\$ 3,657.36	\$ 2,732.52	\$ 20,070.16
COMMODITY WAREHOUSE (MEMO ONLY)	\$ 38,372.61					
<b>TOTAL REVENUE</b>	<b>\$ 279,589.54</b>					
<b>TOTAL RECEIVABLES</b>	<b>\$ 52,821.00</b>					
<b>TOTAL EXPENSES</b>	<b>\$ 330,036.97</b>					
<b>OPERATING GAIN/&lt;LOSS&gt;</b>	<b>\$ 2,373.57</b>					

CAFETERIA DEPT. CARRYOVER IN FUNDS FROM THE 2005-2006 SCHOOL YEAR

\$208,780.00

IN VIEW OF THIS, THE CAFETERIA DEPARTMENT, AS OF 11/30/07, WOULD HAVE AN ESTIMATED NET CASH POSITION OF:

\$211,153.57

FINANCIAL ANALYSIS OF THE BORGER I.S.D.  
EMPLOYEE BENEFIT PROGRAM  
AS OF NOVEMBER 30, 2007

	1991-2002	2002-03	2003-2004	2004-2005	2005-06	2006-07	2007-08	TOTAL	
REVENUES (Premiums Interest/Net Asset Gain)	1,418,051.73	\$87,973.15	\$94,001.10	\$135,403.38	\$150,043.70	\$167,739.55	\$42,053.27	\$2,095,265.88	
EXPENSES: (Claims-Administration- re-insurance)	\$862,321.47	\$198,669.81	\$203,130.84	\$51,306.50	\$109,944.69	\$195,758.30	\$18,505.57	\$1,639,637.18	
Refund Credit									
NET CASH POSITION	\$555,730.26	(110,696.66)	(109,129.74)	\$84,096.88	\$40,099.01	\$(28,018.75)	\$23,547.70	\$455,628.70	
<b>CLAIMS BY YEAR ACCIDENT OCCURRED</b>									
Paid claims:	\$751,972	\$231,621	\$120,699	\$66,761	\$61,728	\$6,459	267	\$1,239,507	
Net estimate of ultimate loss (Re TASB)	\$109,422	\$36,674	\$(16,514)	\$72,486	\$60,187	\$19,356	1068	\$282,679	
Paid	\$ 1,239,507								
Unpaid	\$ 282,679								
Total	\$ 1,522,186								
2007-2008 Administration & Re-insurance	\$ 12,656								
Claims	\$ 5,850								
Expenses	\$ 18,506	\$ 580.31	\$1,027.58	\$ 1,826.95	0	1,329.99	\$ 818.97	266.60	\$5,850.40

**TexSTAR INVESTMENT POOL**  
as of November 30, 2007

**GENERAL OPERATING ACCOUNT**

Average Monthly Return: 4.69% (Rate Calculated Monthly)

**INVESTMENT ACTIVITY**

	<b>AMOUNT</b>
BEGINNING BALANCE	6,014,462.42
AMOUNT INVESTED	2,260,000.00
WITHDRAWALS	1,488,705.08
CURRENT BALANCE	\$6,785,757.34

**INTEREST ACTIVITY**

BEGINNING BALANCE	\$29,295.44
CURRENT INTEREST	24,674.94
CURRENT BALANCE	\$53,970.38
<b>ACCOUNT BALANCE</b>	<b>\$6,839,727.72</b>

**SELF-FUNDED WORKERS COMPENSATION FUND**

Average Monthly Return: 4.69% (Rate Calculated Monthly)

**INVESTMENT ACTIVITY**

	<b>AMOUNT</b>
BEGINNING BALANCE	\$433,114.36
AMOUNT INVESTED	0.00
WITHDRAWALS	0.00
CURRENT BALANCE	\$433,114.36

**INTEREST ACTIVITY**

BEGINNING BALANCE	\$3,632.04
CURRENT INTEREST	1,686.26
CURRENT BALANCE	\$5,318.30
<b>ACCOUNT BALANCE</b>	<b>\$438,432.66</b>

Business Manager

**TexSTAR INVESTMENT POOL**

as of November 30, 2007

**INTEREST & SINKING ACCOUNT**

Average Monthly Return: 4.69% (Rate Calculated Monthly)

**INVESTMENT ACTIVITY**

	<b>AMOUNT</b>
BEGINNING BALANCE	18,295.21
AMOUNT INVESTED	0.00
WITHDRAWALS	0.00
CURRENT BALANCE	\$18,295.21

**INTEREST ACTIVITY**

BEGINNING BALANCE	\$153.42
CURRENT INTEREST	71.23
CURRENT BALANCE	\$224.65
<b>ACCOUNT BALANCE</b>	<b>\$18,519.86</b>

**CAPITAL PROJECTS**

Average Monthly Return: 4.69% (Rate Calculated Monthly)

**INVESTMENT ACTIVITY**

	<b>AMOUNT</b>
BEGINNING BALANCE	997,777.65
AMOUNT INVESTED	1,500,000.00
WITHDRAWALS	1,350,000.00
CURRENT BALANCE	\$1,147,777.65

**INTEREST ACTIVITY**

BEGINNING BALANCE	\$3,575.57
CURRENT INTEREST	4,117.84
CURRENT BALANCE	\$7,693.41
<b>ACCOUNT BALANCE</b>	<b>\$1,155,471.06</b>

Business Manager

**BORGER ISD FINANCIAL STATEMENT-REVENUES-NOVEMBER, 2007**

	<u>BUDGET</u>	<u>YTD REVENUES</u>	<u>BALANCE</u>	<u>% RECEIVED</u>
GENERAL OPERATING 199	18,666,523	8,222,688	10,443,835	44
DRUG FREE SCHOOLS 204	10,320	2,192	8,128	21
HEADSTART 205	78,343	17,281	61,061	22
TITLE 1 211	630,449	199,754	430,694	32
IDEAB TITLE VI-B 224	516,084	381	515,703	1
IDEAB TITLE VI-B 225	16,530	0	16,530	0
FOOD SERVICE 240	966,023	303,726	662,297	31
SUMMER FEEDING 242	0	0	0	0
CAREER & TECHNOLOGY 244	28,728	2,614	26,114	9
TITLE II PART A TPTR 255	166,675	49,380	117,295	30
TITLE II PART D TECH 262	5,662	0	5,662	0
BILINGUAL 263	21,093	9,838	11,255	47
TITLE V PART A INNOVATIVE 269	2,673	0	2,673	0
MEDICAID ADMIN CLAIMING 272	0	4,742	-4,742	0
TEACHER REIMB GRANT 287	20,000	4,079	15,921	20
LOCAL SHARES FUND 289	77,364	0	77,364	0
IDEA B SSA 313	1,191,391	329,215	862,176	28
IDEA B SSA PRESCHOOL 314	44,003	12,827	31,176	29
SHARS SSA FUND 379	159,092	24,294	134,798	15
OPTIONAL EXTENDED YR FUND 401	10,500	10,803	-303	103
ACCL READING INIT 404	64,612	35,158	29,454	54
TECHNOLOGY FUND 411	498,996	2,717	496,279	1
HIGH SCHOOL ALLOTMENT 428	207,625	0	207,625	0
STATE/LOCAL HAC SSA FUND 437	1,106,275	112,826	993,449	10
ACTIVITY FUND/ PRIN. CONTROL 461	95,000	29,464	65,536	31
DEBT SERVICE 599	2,444,371	569,500	1,874,871	23
CAPITAL PROJECTS 699	0	374,087	504,413	42
SELF FUNDED INS 753	0	<u>42,053</u>	<u>-42,053</u>	<u>0</u>
	<b>27,028,332</b>	<b>10,359,619</b>	<b>17,547,211</b>	

BORGER ISD FINANCIAL STATEMENT - EXPENSES - NOVEMBER, 2007

	<u>BUDGET</u>	<u>ENCUMB.</u> <u>OUTSTAND</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BALANCE</u>	<u>% SPENT</u>
GENERAL OPERATING 199	18,671,223	53,578	4,520,278	14,097,366	24
DRUG FREE SCHOOLS 204	10,320	685	2,192	7,443	28
HEADSTART 205	78,343	0	17,226	61,116	22
TITLE 1 211	628,949	12,059	174,783	442,106	30
IDEA TV I-B FORMULA 224	516,084	2,554	115,142	398,388	23
IDEAB TITLE VI-B 225	16,530	0	3,889	12,640	24
FOOD SERVICE 240	966,023	440	293,774	671,809	30
SUMMER FEEDING 242	0	0	0	0	0
CAREER & TECHNOLOGY 244	28,728	1,182	2,614	24,932	13
TITLE II PART A TPTR 255	166,675	4,657	43,638	118,380	29
TITLE II PART D TECH 262	5,662	0	-90	5,752	-2
BILINGUAL 263	21,093	328	9,831	10,934	48
TITLE V PART A INNOVATIVE 269	2,673	0	0	2,673	0
MEDICAID ADMIN CLAIMING 272	12,384	0	9,147	3,237	74
TEACHER REIMB GRANT 287	20,000	0	0	20,000	0
LOCAL SHARES FUND 289	77,364	573	12,712	64,079	17
IDEA B SSA 313	1,191,391	0	130,640	1,060,751	11
IDEA B SSA PRESCHOOL 314	44,003	0	5,319	38,684	12
SHARS SSA FUND 379	159,092	0	4,615	154,477	3
OPTIONAL EXTENDED YR FUND 401	10,500	0	0	10,500	0
ACCL READING INIT 404	66,112	2,597	7,782	55,734	16
TECHNOLOGY FUND 411	498,996	5,538	159,142	334,316	33
HIGH SCHOOL ALLOTMENT 428	207,625	0	90,475	117,150	44
STATE/LOCAL HAC SSA FUND 437	1,105,246	2,476	280,118	822,652	26
ACT FUND/ PRIN. CONTROL 461	95,000	0	20,229	74,771	21
DEBT SERVICE/INT & SINKING 599	2,431,462	0	400	2,431,062	0
FACILITY ACQUISITION/CONST 699	25,250,000	14,580	4,998,818	20,236,603	20
SELF FUNDED INS 753	<u>0</u>	<u>0</u>	<u>18,505</u>	<u>-18,505</u>	<u>0</u>
	<b>52,281,478</b>	<b>101,247</b>	<b>10,921,179</b>	<b>41,259,050</b>	

Collection Report  
Month of November 2007

Taxing Entity	Year & Period	Adjusted 2007 Tax Levy (Nov.)	Current Tax	Percent On Current	P&I On Current	Delinquent Tax - P&I	Total Transferred	Percent of
Frank Phillips College	2007 Cuml. Monthly	1,211,944.37	523,232.56	43.17%	0.00	7,516.27	530,748.83	43.79%
	2006 Cuml. Monthly	1,152,461.55	89,663.85	7.40%	0.00	2,695.68	92,359.53	7.62%
			461,733.12	40.06%	0.00	15,346.67	477,079.79	41.40%
			162,355.47	14.09%	0.00	3,765.68	166,121.15	14.41%
Borger I.S.D. CED # 30	2007 Cuml. Monthly	6,148,770.76	2,581,882.87	41.99%	0.00	35,216.36	2,617,099.23	42.56%
	2006 Cuml. Monthly		0.00	0.00%	0.00	0.00	0.00	0.00%
			439,588.67	7.15%	0.00	11,654.34	451,243.01	7.34%
			0.00	0.00%	0.00	0.00	0.00	0.00%
Borger I.S.D. CED # 30	2006 Cuml. Monthly	7,328,088.96	2,807,715.36	38.31%	0.00	64,124.47	2,871,839.83	39.19%
			1,044,735.26	14.26%	0.00	17,423.23	1,062,158.49	14.49%
Sanford I.S.D. CED # 33	2007 Cuml. Monthly	1,684,496.51	463,718.68	27.53%	0.00	13,449.57	477,168.25	28.33%
	2006 Cuml. Monthly		0.00	0.00%	0.00	0.00	0.00	0.00%
			72,494.08	4.30%	0.00	5,049.85	77,543.93	4.60%
			0.00	0.00%	0.00	0.00	0.00	0.00%
Sanford I.S.D.	2006 Cuml. Monthly	2,002,324.34	466,874.14	23.32%	0.00	30,914.83	497,788.97	24.86%
			219,927.45	10.93%	0.00	5,888.75	224,816.20	11.23%
Spring Creek I.S.D. CED # 34	2007 Cuml. Monthly	299,405.60	64,231.55	21.45%	0.00	9,692.44	73,923.99	24.69%
	2006 Cuml. Monthly		0.00	0.00%	0.00	0.00	0.00	0.00%
			25,102.21	8.38%	0.00	3,390.68	28,492.89	9.52%
			0.00	0.00%	0.00	0.00	0.00	0.00%
Spring Creek I.S.D.	2006 Cuml. Monthly	374,329.20	77,959.17	20.83%	0.00	2,182.33	80,141.50	21.41%
			34,671.09	9.26%	0.00	1,903.54	36,574.63	9.77%
City of Borger	2007 Cuml. Monthly	2,192,796.42	1,278,627.86	58.31%	0.00	15,767.54	1,257,350.38	57.34%
	2006 Cuml. Monthly		194,902.02	8.89%	0.00	6,076.33	196,445.16	8.96%
			1,150,411.24	55.64%	0.00	36,176.01	1,153,222.71	55.78%
			389,562.20	18.84%	0.00	7,491.70	386,497.47	18.69%
City of Fritch	2007 Cuml. Monthly	427,603.18	178,254.01	41.69%	0.00	3,501.06	181,755.07	42.51%
	2006 Cuml. Monthly		25,540.75	5.97%	0.00	1,101.79	26,642.54	6.23%
			129,527.72	40.85%	0.00	5,291.48	134,819.20	42.52%
			58,682.88	18.51%	0.00	883.55	59,566.43	18.79%
Hospital District	2007 Cuml. Monthly	2,110,972.70	484,294.89	22.94%	0.00	7,482.47	491,777.36	23.30%
	2006 Cuml. Monthly		146,502.48	6.94%	0.00	2,215.48	148,717.96	7.04%
			388,147.89	19.99%	0.00	19,636.90	407,784.79	21.00%
			137,507.24	7.08%	0.00	3,131.64	140,638.88	7.24%
Totals	2007 Cuml. Monthly	14,075,989.54	5,574,242.42	39.60%	0.00	92,625.71	5,629,823.11	40.00%
	2006 Cuml. Monthly		993,794.06	7.06%	0.00	32,184.15	1,021,445.02	7.28%
			5,482,368.64	36.11%	0.00	173,672.69	5,622,676.79	37.03%
			2,046,441.59	13.48%	0.00	40,488.09	2,076,373.25	13.68%