

# **Agenda of Regular Meeting and Public Hearing on Application of Nacero TX 1 LLC for Appraised Value Limitation on Qualified Property, Pursuant to Chapter 313 of the Texas Tax Code and Public Hearing for Adoption on 2021-2022 Official Budget**

## **The Board of Trustees Ector County Independent School District**

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A Regular Meeting and Public Hearing on Application of Nacero TX 1 LLC for Appraised Value Limitation on Qualified Property, Pursuant to Chapter 313 of the Texas Tax Code and Public Hearing for Adoption on 2021-2022 Official Budget of the Board of Trustees of Ector County Independent School District will be held June 15, 2021, beginning at 6:00 PM.

The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
4. Invocation:
5. Special Presentations:  
Recognition of Delma Abalos, Outgoing Board President
6. Opening Remarks by Superintendent
7. Public Comment
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of the District or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the hiring of Lyndon B. Johnson Elementary Principal.)  
 Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.] (The Board of Trustees will Discuss with their Attorney the Agreement between Ector County Independent School District and IDEA Public Schools, Inc.)

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## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Stephanie Howard

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION OF THE BOARD REGARDING ESSER III AND POLICY CB(LOCAL), STATE AND FEDERAL REVENUE SOURCES**

**DATE:** June 15, 2021

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The Elementary and Secondary School Emergency Relief III (ESSER III) Fund application process references required public notice for all federal grant applications before the district submits an application to TEA. To meet this requirement, a district may provide a summary of the application and plan for the use of funds as an information item at a board meeting or by other means of public notice.

The required Use of Funds Plan and Return to In-Person Instruction and Continuity of Services Plan also require public notice and comment, and the TEA guidance indicates that approval of these plans must be based on local policies regarding approval of such types of plans.

Due to the number of public notice requirements in federal grant statutes, TEA recommends that school districts develop local board policy to address how the district will provide required public notice regarding federal grants and awards for consistency. Auditors may request documentation of the district's policies and procedures.

TASB has provided the attached Resolution for District's to use. Upon receipt of this approved Resolution, TASB Policy Service will make the changes to CB(LOCAL).

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Administrative Recommendation:

Approval to Accept the Resolution of the Board Regarding ESSER III and Policy CB(LOCAL), State and Federal Revenue Sources

## Resolution of the Board Regarding ESSER III and Policy CB(LOCAL), State and Federal Revenue Sources

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WHEREAS, on April 28, 2021, TEA notified school districts of the opportunity to apply for their allocation of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund, which should be used to respond to the pandemic and to address student learning loss as a result of COVID-19;

WHEREAS, TEA published guidance regarding how these funds can be used and local compliance requirements school districts must follow, including a recommendation that districts develop local board policy to address how the district will provide the required public notice regarding federal grants and awards for consistency;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District; and

WHEREAS, the Board finds that a need exists to adjust local policy provisions to address public notice for federal grants and awards and approval of required grant plans;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ector County Independent School District adopts the following text for inclusion at CB(LOCAL), State and Federal Revenue Sources:

- The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.
- Approval of required grant and award plans shall be by the Superintendent.

The change to CB(LOCAL) is effective based on the adoption date of this resolution.

Adopted this 15th day of June, 2021, by the Board of Trustees.

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Delma Abalos, President

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Dr. Steve Brown, Secretary



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Stephanie Howard

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF TASB LOCAL POLICY UPDATE 117 AFFECTING POLICIES: CH(LOCAL): PURCHASING AND ACQUISITION; CV(LOCAL): FACILITIES CONSTRUCTION; DEC(LOCAL): COMPENSATION AND BENEFITS-LEAVES AND ABSENCES**

**DATE:** June 15, 2021

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The Administration requests the Board approve TASB Update 117. Policy Update 117 includes recommended (LOCAL) policy revisions concerning the board's delegation of authority to the superintendent to approve purchases or construction in the event of an emergency. Also, in this update are revisions recommended to the district's leaves and absences policy.

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Administrative Recommendation:

Approval of TASB Local Policy Update 117 Affecting Polices: CH(LOCAL): Purchasing and Acquisition; CV(LOCAL): Facilities Construction; DEC(LOCAL): Compensation and Benefits-Leaves and Absences

**Purchasing  
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, except as provided below, shall require Board approval before a transaction may take place.

The Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

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. Prior to the transaction, the Superintendent shall obtain the approval of the Board President.

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)]

~~The Superintendent shall seek prior approval from the Board President to make an urgent or emergency purchase that costs \$50,000 or more and requires the District to use a vendor that does not have a District-awarded contract or an awarded contract with a District-approved purchasing coop.~~

Purchasing  
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

PURCHASING AND ACQUISITION

CH  
(LOCAL)

Purchasing Method	The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
Electronic Bids or Proposals	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
<b>Responsibility for Debts</b>	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.
<b>Purchase Commitments</b>	All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Personal Purchases** District employees shall not be permitted to make purchases for personal use through the District's business office.

FACILITIES CONSTRUCTION

CV  
(LOCAL)

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent or designee shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent or designee shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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**Change Orders**

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent or designee has accepted the work.

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using ~~use~~, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purpose of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Earning Local Leave**

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

**Deductions**

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal ~~leave and local~~ leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year. :

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

**Recording**

Leave shall be recorded as follows:

- ~~1. Leave shall be recorded in half-day increments for all employees.~~
- ~~2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

**Order of Use**

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

- ~~1. Local leave.~~
- ~~2. State sick leave accumulated before the 1995-96 school year.~~
- ~~3. State personal leave.~~

**Concurrent Use of Leave**

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition or that of the employee's a spouse, parent, or child; or
4. ~~The employee requests FMLA leave~~ for military caregiver leave purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

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**Note:** ~~For District contribution to employee insurance during leave, see CRD(LOCAL).~~

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**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary  
Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

**Limitations**

Request for  
Leave

In deciding whether to approve or deny a ~~The employee shall submit a written~~ request for discretionary use of state personal leave, ~~to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee~~ shall not seek or consider the reasons for which an employee requests to use leave. The supervisor ~~or designee~~ shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and ~~or~~ District operations, as well as the availability of substitutes.

**Local Leave**

Each ~~Beginning July 1, 2020, all~~ full-time employee ~~employees~~ shall earn paid local leave days per school year in accordance with the following:

Duty schedule	Local leave days earned
Up to 187 days (10.0 months)	5.0
197 days (10.5 months)	5.5
207 days (11.0 months)	6.0
217 days (11.5 months)	6.5
227 days or more (12.0 months)	7.0

Accumulation of local leave shall be based on the number of days in the employee's annual duty schedule. When unused local leave is combined with accumulated state leave, the total shall not exceed one-half of the total number of days in the employee's annual duty schedule.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, except that an employee may donate local leave to a sick leave pool. [See DEC(LEGAL)]

**Sick Leave Pool**

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the

establishment of a sick leave pool, to which District employees may donate ~~only~~-local leave [for use by the eligible employee.](#)

~~If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.~~

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent ~~or designee~~ shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

[An employee may appeal a decision](#) ~~All decisions~~ regarding the establishment or implementation of the District's sick leave pool ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator ~~designee~~.

Special Leave of Absence

A District employee with at least five years of service with the District may be granted a one-year special leave of absence. Each request shall be considered on a case-by-case basis.

An employee shall submit an application stating the nature of the leave and purposes for which leave is requested. If the request for leave is granted, it shall be subject to the following conditions:

1. The special leave of absence shall be granted for no more than one year.
2. Upon return, the employee shall be reinstated any accumulated leave that was available as of the beginning of the employee's leave of absence.
3. Reassignment, if available, shall be made to the same position held at the time the leave of absence was granted.

By March 1 of the year of the leave of absence, the employee on leave must state in written form his or her intention to return to the District. Such statements must be sent by certified mail with a return receipt requested. The employee shall return to the position

to which he or she was assigned at the time of the leave of absence, if a position is available. Otherwise, the employee shall be considered an excess employee with placement at another District location. Failure to comply with this policy may result in disciplinary action, including termination of employment. [See DF series]

**Board Resolution for  
Emergency Closure  
Leave**

The Board shall adopt a resolution or take other Board action to establish the purpose and parameters for emergency closure leave.

**Family and Medical  
Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

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**Note:** See DECA(LEGAL) for provisions addressing FMLA.

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Twelve-Month  
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for  
Spouses

When ~~if~~ both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~[See DECA(LEGAL)]~~

Intermittent or  
Reduced Schedule  
Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]~~

Certification of  
Leave

When ~~if~~ an employee requests leave, the employee shall provide certification, in accordance with as required by FMLA regulations, of the need for leave. ~~[See DECA(LEGAL)]~~

Fitness-for-Duty  
Certification

In accordance with administrative regulations, when ~~if~~ an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. ~~If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<u>Leave at the End of Semester Leave</u>	<u>When</u> If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [ <del>See DECA(LEGAL), Leave at the End of a Semester</del> ]
<u>Failure to Return</u>	<del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</del>
<b>Temporary Disability Leave</b>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent <del>or designee</del> as a request for temporary disability leave.</p> <p><u>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</u></p>
<b>Workers' Compensation</b>	<hr/> <p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [<del>See CRD(LOCAL) regarding payment of insurance contribution during employee absences.</del>]</p> <hr/> <p><u>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</u></p>
<u>No Paid Leave Offset</u>	<p><u>The District shall not permit the option</u> <del>An absence due to a work related injury or illness shall be designated as FMLA leave, temporary disability leave, and /or assault leave, as applicable.</del></p> <p><del>An employee eligible</del> for <u>paid leave offset in conjunction with workers' compensation income benefits.</u> [<u>See CRE</u>] <del>and not on assault leave, may elect in writing to use paid leave.</del></p>
<b>Court Appearances</b>	Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment**  
**Reimbursement for**  
**Accumulated Leave**  
**Upon Separation**

The following leave provisions shall apply to state and local leave accumulated earned beginning on September 28, 1992, the original effective date of this program and applicable provisions, below.

~~An Beginning July 1, 2020, an~~ employee who separates from employment with the District shall be eligible for payment reimbursement for accumulated state and local leave, ~~accumulated as an employee of the District~~ under the following conditions:

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged, terminated, or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Contract employees must provide written notice at least 45 calendar days before the last day of instruction. Non-contract employees must provide written notice at least two weeks before the last day of employment.
3. ~~If retiring, the~~ The employee ~~has at least~~ retiring must have a ~~minimum of~~ five consecutive years ~~of employment with~~ at the District.
4. ~~If resigning, or~~ the employee ~~has~~ resigning must have at least 20 consecutive years of employment with the District.

Payment for accumulated ~~Unused~~ leave shall be computed at one-half the daily rate at the time of retirement or resignation times the number of accumulated accrued leave days, which shall not exceed one-half the number of working days in an annual contract.

The computation of accumulated leave benefit shall be based on the employee's current salary schedule. No benefits shall exceed a teacher salary schedule adopted by the Board for that year.

In order to receive payment for accumulated unused leave, retirement or resignation must occur at the end of the employee's contract or work year, or when retirement is necessitated by a medical disability as approved by the Teacher Retirement System (TRS). Exceptions must receive approval from the Superintendent.

~~The computation of unused leave benefit shall be based on the employee's current salary schedule. No benefits shall exceed a teacher salary schedule adopted by the Board for that year.~~

Upon the death of an employee, these benefits shall be payable to his or her heirs.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Special Leave of  
Absence**

~~Any District employee with at least five years of service with the District may be granted a one-year special leave of absence. Each request shall be considered on a case-by-case basis.~~

~~An employee shall submit an application stating the nature of the leave and purposes for which leave is requested. If the request for leave is granted, it shall be subject to the following conditions:~~

- ~~1. The special leave of absence shall be granted for no more than one year.~~
- ~~2. Upon return the employee shall be reinstated any accrued leave that was available as of the beginning of the employee's leave of absence.~~
- ~~3. Reassignment, if available, shall be made to the same position held at the time the leave of absence was granted.~~

~~By March 1 of the year of the leave of absence, the employee on leave must state in written form his or her intentions to return to the District. Such statements must be sent by certified mail with a return receipt requested. The employee shall return to the position to which he or she was assigned at the time of the leave of absence, if a position is available. Otherwise, the employee shall be considered an excess employee with placement at another District location. Failure to comply with this policy may result in disciplinary action, including termination of employment. [See DF series]~~

**Board Resolution for  
Emergency Closure  
Leave**

~~The Board shall adopt a resolution or take other Board action establishing the purpose and parameters for emergency closure leave.~~



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT: PUBLIC HEARING FOR ADOPTION OF 2021-2022 OFFICIAL BUDGET**

**DATE:** June 15, 2021

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A Public Hearing on the Adoption of 2021-2022 Official Budget.

\*\*\*\*\*



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT: DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE APPLICATION OF NACERO TX 1 LLC FOR APPRAISED VALUE LIMITATION ON QUALIFIED PROPERTY, PURSUANT TO CHAPTER 313 OF THE TEXAS TAX CODE, AND OTHER ACTION INCIDENT THERETO**

**DATE:** June 15, 2021

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Attorney Fred Stormer with Underwood Law Firm, P.C. and Financial Consultant Chris Grammer with Culwell Consulting, LLC will present the findings and agreement.

\*\*\*\*\*

Motion Language:

I move that the Board approve the Resolution adopting Findings of Fact as presented relating to the Application of Nacero TX 1 LLC for an Appraised Value Limitation on Qualified Property, that such Resolution and Findings, as presented, be executed by the Board President and made a part of the Minutes of this meeting, and that the Application of Nacero TX 1 LLC be approved, all in accordance with Chapter 313 of the Texas Tax Code.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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P.O. Box 13528 • Austin, TX 78711-3528

June 10, 2021

Scott Muri  
Superintendent  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 76761

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Ector County Independent School District and Nacero TX 1, LLC, Application 1568

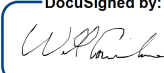
Dear Superintendent Muri:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Ector County Independent School District and Nacero TX 1, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Nicholas Valles with our office. He can be reached by email at [nicholas.valles@cpa.texas.gov](mailto:nicholas.valles@cpa.texas.gov) or by phone at 1-800-531-5441, ext. 3-3017, or at 512-463-3017.

Sincerely,

DocuSigned by:  
  
8FDFC70F5753487...

Will Counihan

Director

Data Analysis & Transparency Division

cc: Fred Stormer, Underwood Law Firm, PC  
Christopher Micklas, Nacero Inc.  
Sarah White, Global Location Strategy



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT: DISCUSSION AND POSSIBLE ACTION ON AN AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATION TAXES, PURSUANT TO CHAPTER 313 OF THE TEXAS TAX CODE, WITH NACERO TX 1 LLC**

**DATE:** June 15, 2021

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Attorney Fred Stormer with Underwood Law Firm, P.C. and Financial Consultant Chris Grammer with Culwell Consulting, LLC will present the findings and agreement.

\*\*\*\*\*

Motion Language:

I move that the Board approve the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, pursuant to Chapter 313 of the Texas Tax Code, with Nacero TX 1 LLC and authorize the Board President to execute the Agreement on the District's behalf, and direct the Superintendent to take such other action as may be required under Chapter 313 of the Texas Tax Code or the Comptroller's related rules.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

---

P.O. Box 13528 • Austin, TX 78711-3528

June 10, 2021

Scott Muri  
Superintendent  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 76761

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Ector County Independent School District and Nacero TX 1, LLC, Application 1568

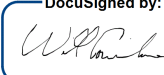
Dear Superintendent Muri:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Ector County Independent School District and Nacero TX 1, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Nicholas Valles with our office. He can be reached by email at [nicholas.valles@cpa.texas.gov](mailto:nicholas.valles@cpa.texas.gov) or by phone at 1-800-531-5441, ext. 3-3017, or at 512-463-3017.

Sincerely,

DocuSigned by:  
  
8FDFC70F5753487...  
Will Counihan  
Director  
Data Analysis & Transparency Division

cc: Fred Stormer, Underwood Law Firm, PC  
Christopher Micklas, Nacero Inc.  
Sarah White, Global Location Strategy

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE  
OF PROPERTY FOR SCHOOL DISTRICT  
MAINTENANCE AND OPERATIONS TAXES**

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by and between

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

and

**NACERO TX 1 LLC**

*(Texas Taxpayer ID #32075161326)*

Comptroller Application #1568

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Dated

June 15, 2021

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

*STATE OF TEXAS* §

*COUNTY OF ECTOR* §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **NACERO TX 1 LLC**, Texas Taxpayer Identification Number 32075161326 hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on February 23, 2021, the Superintendent of Schools of the Ector County Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

**WHEREAS**, on February 23, 2021, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCGB (LOCAL), and agreed to consider the Application;

**WHEREAS**, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, the District and the Texas Comptroller’s Office have determined that the Application is complete and March 25, 2021 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

**WHEREAS**, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Ector County Appraisal District established in Ector County, Texas (the “Ector County Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

**WHEREAS**, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on May 18, 2021, issued a certificate for limitation on

appraised value of the property described in the Application and provided the certificate to the District;

**WHEREAS**, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, on June 15, 2021, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

**WHEREAS**, on June 15, 2021, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

**WHEREAS**, on June 15, 2021, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

**WHEREAS**, on June 15, 2021, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

**Section 1.1 DEFINITIONS.** Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means NACERO TX 1 LLC, (Texas Taxpayer ID # 32075161326), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on February 23, 2021. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Ector County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Ector County Independent School District.

“Commercial Operation” shall mean the date on which the Project described in the Application for Value Limitation Agreement becomes commercially operational and capable of being placed into service, such that it has been constructed and is capable of converting natural gas to methanol and methanol to gasoline.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Ector County, Texas.

“District” or “School District” means the Ector County Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter B of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means acts of God, war, fires, explosions, hurricanes, floods, pandemics, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.027 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

**Section 1.2 NEGOTIATED DEFINITIONS.** Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

“Additional Loss” shall have the same meaning as assigned to such term in Section 4.4 of this Agreement.

“Applicable School Finance Law” means Chapters 48 and 49 of the TEXAS EDUCATION CODE, and other applicable provisions of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE); Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to the District; and, the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules, regulations and interpretations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State; and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future which impact or alter the calculation of the Applicant’s ad valorem tax obligation or the M&O Amount in Section 4.2 of this Agreement to the District, either with or without the limitation of property values made pursuant to this Agreement.

“M&O Amount” means the revenue protection payment required as part of this Agreement as set out in TEXAS EDUCATION CODE Section 48.256(d) and shall have the meaning assigned to such term in Section 4.2 of the Agreement.

“Maintenance and Operations Revenue” or “M&O Revenue” means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE, or other lawful authority, and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under the applicable provisions of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, less (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable.

“Net Tax Savings” shall have the same meaning as assigned to such term in Section 6.3 of this Agreement.

“New M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.ii of this Agreement.

“*Original M&O Revenue*” shall have the same meaning as assigned to such term in Section 4.2.A.i of this Agreement.

“*Third Party Consultant*” shall have the same meaning as assigned to such term in Section 4.5 of this Agreement.

## **ARTICLE II**

### **AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

**Section 2.1. AUTHORITY.** This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

**Section 2.2. PURPOSE.** In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant’s Qualified Property listed and assessed by the County Appraiser for the District’s maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

**Section 2.3. TERM OF THE AGREEMENT.**

A. The Application Review Start Date for this Agreement is March 25, 2021, which will be used to determine the eligibility of the Applicant’s Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is June 15, 2021.

C. The Qualifying Time Period for this Agreement:

- i. Starts on January 1, 2022, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
- ii. Ends on December 31, 2023, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2024, the first complete Tax Year that begins after the end of Qualifying Time Period; and,
- ii. Ends on December 31, 2033.

E. The Final Termination Date for this Agreement is December 31, 2038.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This

Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

**Section 2.4. TAX LIMITATION.** So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. One Hundred Million Dollars (\$100,000,000).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

**Section 2.5. TAX LIMITATION ELIGIBILITY.** In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$100,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$1,188.75 for all New Non-Qualifying Jobs created by the Applicant.

**Section 2.6. TAX LIMITATION OBLIGATIONS.** In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. no additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

### **ARTICLE III** **QUALIFIED PROPERTY**

**Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.** At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

**Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.** The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

**Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.** The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

**Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.** In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date Commercial Operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

**Section 3.5. QUALIFYING USE.** The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(1) of the TEXAS TAX CODE as a manufacturing facility.

**ARTICLE IV**  
**PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

**Section 4.1. INTENT OF THE PARTIES.** Subject to the limitations contained in this Agreement (including Section 6.5), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256(d) of the TEXAS EDUCATION CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue resulting, at least in part, because or on account of entering into this Agreement and application of the Tax Limitation set out in Section 2.4 to Applicant's Qualified Property. Payments for such loss shall be independent of, and in addition to such other payments as set forth in Articles V and VI in this Agreement. Subject to the limitations contained in this Agreement, IT IS THE INTENT OF THE PARTIES THAT THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCES TO DISTRICT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT WILL BE BORNE SOLELY BY APPLICANT AND NOT BY DISTRICT. Applicant recognizes and acknowledges the calculations relating to the District's loss of Maintenance and Operations Revenue under this Agreement will be affected by changes to the timing of construction of the Project and any change to the Qualified Property. As such, Applicant acknowledges that it will bear any and all losses of Maintenance and Operations Revenue suffered by the District as a result of this Agreement, including without limitation any increase in the M&O Amount calculated under Section 4.2 to be paid to the District for losses in Maintenance and Operations Revenue resulting from any change in the timing of construction and/or any change to the Qualified Property.

The Parties expressly understand and agree that for all Tax Years to which the Tax Limitation amount set out in Section 2.4 is applied to Applicant's Qualified Property that is the subject of this Agreement, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may periodically change in accordance with changes in Applicable School Finance Law. The Parties further agree that printouts and projections produced during the negotiations and approval of this Agreement are: (i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party; (ii) based upon current Applicable School Finance Law which is subject to change by statute, by administrative regulation (or interpretation thereof), or by judicial decision at any time; and (iii) may change in future years to reflect changes in Applicable School Finance Law.

**Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT.** Subject to the provisions of Section 6.5, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date (as set out in EXHIBIT 5), the "M&O Amount," shall be determined in compliance with Applicable School Finance Law in effect for such year and according to the following formula:

A. The M&O Amount owed by Applicant to District (also known as the revenue protection payment as set out in TEXAS EDUCATION CODE Section 48.256(d)) means the Original M&O Revenue *minus* the New M&O Revenue; based on the following definitions:

- i. “Original M&O Revenue” means the total State and local Maintenance and Operations Revenue that the District would have received for such school year, calculated in accordance with TEXAS EDUCATION CODE Section 48.256(d), had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property had been subject to the District’s ad valorem maintenance and operations tax without any limitation on value at the rate applicable for such Tax Year. For purposes of this calculation, the Third Party Consultant (as defined in Section 4.5) will base its calculations upon (1) the total Taxable Values for each applicable Tax Year as certified by the Appraisal District for all taxable accounts in the District for the District’s maintenance and operations ad valorem tax purposes, save and except for the Applicant’s Qualified Property subject to this Agreement, plus (2) the total Taxable Values for such applicable Tax Year as certified by the Appraisal District for the Applicant’s Qualified Property subject to this Agreement for the District’s debt service (interest and sinking fund) ad valorem tax purposes (which total Taxable Values for the Applicant’s Qualified Property subject to this Agreement shall be used in lieu of the total Taxable Values for such applicable Tax Year as certified by the Appraisal District for the Applicant’s Qualified Property subject to this Agreement for the District’s maintenance and operations ad valorem tax purposes).
- ii. “New M&O Revenue” means the total State and local Maintenance and Operations Revenue that the District would have received for such school year, calculated in accordance with TEXAS EDUCATION CODE Section 48.256(d), with the Limitation Amount specified in Section 2.4 applied to Applicant’s Qualified Property.

B. In making the calculations for the M&O Amount required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant’s Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for any year during the Tax Limitation Period under this Section 4.2, the New M&O Revenue will reflect the Tax Limitation Amount stated in Section 2.4 for such year.
- v. As applicable, the methodology for the calculations made under this Section 4.2 shall include the limited values as set forth in other existing limitation agreements, if any.

**Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE.** Notwithstanding any other provision in this Agreement, and but subject to the limitations contained in Section 6.5 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State or another school district, pursuant to Chapter 49 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable, because of the District’s participation in this Agreement, Applicant shall make payments to District, up to the M&O Amount set forth in this Agreement that are necessary to offset any negative impact on the District as a result of its participation in this Agreement.

**Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES.** To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant shall also pay to or on behalf of the District on an annual basis all M&O Revenue losses, and other costs as they are incurred by the District that arise from entering this Agreement (the “Additional Loss”), including without limitation to: (a) any loss incurred by the District resulting from a judicial challenge to this Agreement; (b) any reasonable attorneys’ fees or other costs incurred by the District due to any amendment, audit, legal defense or enforcement of this Agreement brought by or against either party or person or entity, irrespective of whether or not this Agreement or any interpretation thereof by the District is ultimately determined to be valid; and (c) any non-reimbursed reasonable costs or fees incurred by the District and reasonably necessary to administer or maintain this Agreement, either directly or indirectly, including costs paid to the Appraisal District based on the values of the Qualified Property used for the District’s debt service (interest and sinking fund) that exceeds the Tax Limitation Amount provided in Section 2.4 herein. Notwithstanding anything to the contrary in Section 4.8, payment for such Additional Loss shall be made by Applicant no later than 30 days following written notice that such Additional Loss is due and owing, together with supporting calculations by the Third Party Consultant and copies of invoices (redacted as needed) for any such non-reimbursed costs and fees paid.

**Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY CONSULTANT.** All calculations under this Agreement shall be made annually by an independent third party consultant (the “Third Party Consultant”) selected and appointed each year by the District.

**Section 4.6. DATA FOR CALCULATIONS.** The calculations for payments under this Agreement shall be initially based upon the valuations placed upon all taxable property in the District, including the Applicant’s Qualified Property by the Ector County Appraisal District in its annual certified tax roll submitted to the District pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party Consultant selected under Section 4.5. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party Consultant to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party Consultant shall be adjusted from time-to-time by

the Third Party Consultant to reflect actual amounts, subsequent adjustments by the Ector County Appraisal District to the District's certified tax roll, or any other changes in student counts, tax collections, or other applicable data.

**Section 4.7. DELIVERY OF CALCULATIONS.** On or before November 1 of each year for which this Agreement is effective, the Third Party Consultant appointed pursuant to Section 4.5 shall forward to the Parties a certification containing the calculations required under Articles IV, V and VI of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party Consultant shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party Consultant's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party Consultant shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party Consultant shall preserve all documents pertaining to the calculation and fee for a period of four (4) years after payment. The Applicant shall not be liable for any of Third Party Consultant's costs resulting from a review or audit of the Third Party Consultant's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party Consultant pursuant to Section 4.8, if such fee is timely paid.

**Section 4.8. PAYMENT BY APPLICANT.** The Applicant shall pay any amount determined by the Third Party Consultant to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party Consultant for all calculations under this Agreement under Section 4.7, above, plus any unpaid amount due and owing under Section 4.4, or incurred by the District to its attorneys, auditors or financial consultants for the preparation and filing of any financial reports, disclosures, or tax credit or other reimbursement application filed with or sent to the State of Texas which are, or may be, required under the terms or because of the execution of this Agreement. Notwithstanding the foregoing, for no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses to the Third Party Consultant under this Section 4.8 and Section 4.7, above, in excess of Fifteen Thousand Dollars (\$15,000.00). Payment for all amounts due and owing not made on or before the January 31 or any amount invoiced by or on behalf of the District and not paid within 30 days from the due date shall be considered delinquent. For delinquent payments, the Applicant shall be subject to penalty and interest in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE. Penalties on said amounts shall be calculated in accordance with Section 33.01(a) of the Texas Tax Code, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the Texas Tax Code, or its successor statute.

**Section 4.9. RESOLUTION OF DISPUTES.** Should the Applicant disagree with the certification containing the calculations prepared and delivered pursuant to Section 4.7, the Applicant may

appeal the findings, in writing, to the Third Party Consultant within fifteen (15) District business days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.7 for purposes of auditing or reviewing the information in connection with the certification. Within ten (10) District business days of receipt of the Applicant's appeal, the Third Party Consultant will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees. Any such appeal by the Applicant of the final determination of the Third Party Consultant may be made, in writing, to the District's Board of Trustees within fifteen (15) District business days of the Applicant's receipt of the Third Party Consultant's final determination of the certification containing the calculations in accordance with District Policy GF (LOCAL). Applicant shall timely make all payments as required by this Agreement. Applicant's obligation under Section 4.8 to make any payments to the District pursuant to Consultant's final determination shall not abate during any appeal of Consultant's final determination under this Section 4.9.

**Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.** If at the time the Third Party Consultant selected and appointed under Section 4.5 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved, the Third Party Consultant shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. If as a result of an appeal or for any other reason the Taxable Value of the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party Consultant who shall immediately issue new calculations required by this Agreement for the applicable year or years using the new Taxable Value. Upon completion of the new calculations, the Third Party Consultant shall transmit the new calculations to the Parties. In the event the new calculations result in a change of any amount paid or payable by the Applicant under this Agreement, the Party owing funds to the other Party shall pay any amounts owed within thirty (30) days of receipt of the new calculations from the Third Party Consultant.

**ARTICLE V**  
**PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES**

**Section 5.1. EXTRAORDINARY EXPENSES.** In addition to the amounts determined pursuant to Article IV or Article VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for the following:

All non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project proposed by the Applicant that are not directly funded in state aid formulas, including, without limitation, expenses for the purchase or lease of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Project.

**Section 5.2. PAYMENTS.** Payments of amounts due under this Article shall be made as set forth in Section 4.8 above.

**ARTICLE VI**  
**SUPPLEMENTAL PAYMENTS**

**Section 6.1. SUPPLEMENTAL PAYMENTS.** Applicant shall make Supplemental Payments in an amount equal to, but not to exceed, the limit of the annual Supplemental Payment as set out in Section 6.2 below, starting with the first complete or partial year of the Qualifying Time Period, and on January 1 for each year thereafter, and continuing through the third year following the end of the Tax Limitation Period.

**Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.** Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed, for any calendar year of this Agreement, an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in Average Daily Attendance, as defined by Section 48.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant.

B. Supplemental Payments may only be made during the period starting with the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. The limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of (i) \$50,000 or (ii) \$100 multiplied by the District’s Average Daily Attendance as calculated pursuant to Section 48.005 of the TEXAS EDUCATION CODE, based upon the District’s Average Daily Attendance for the previous school year.

**Section 6.3. SUPPLEMENTAL PAYMENT CHANGES.** In the event Chapter 313 is modified or amended to allow the District to receive Supplemental Payments in excess of the foregoing limitation, Applicant agrees to cooperate with the District to amend this Agreement to allow District to receive the maximum amount of Supplemental Payments as allowed by law; provided however, the total Supplemental Payments for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant’s Net Tax Savings under this Agreement in such year or the amount calculated as set out in Section 6.2.A above, as determined for that school year. “Net Tax Savings” means an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the

District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; minus (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV and V of this Agreement. For clarification, Net Tax Savings in respect to a supplemental payment due for a particular year pursuant to Section 6.2 shall mean an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for such year, plus (B) any and all payments due to the District under Articles IV and V of this Agreement for such year. This Section 6.3 shall only apply if the District shall receive an aggregate amount of Supplemental Payments greater than as described in Section 6.2 above; otherwise, Section 6.2 shall apply.

**Section 6.4. PAYMENT BY APPLICANT.** Payment of amounts due under this Article shall be made as set forth in Section 4.8 of this Agreement and is subject to the limitations contained in Section 6.5.

**Section 6.5. ANNUAL LIMITATION.** Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning with the second Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then such excess amount of payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be deferred and carried forward from year to year until paid in full.

**Section 6.6. OPTION TO TERMINATE AGREEMENT.** In the event any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to a deferral in accordance with the provisions of Section 6.5, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a deferral under Section 6.5 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 6.6 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the deferral giving rise to the option occurred.

**ARTICLE VII**  
**ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

**Section 7.1. EFFECT OF OPTIONAL TERMINATION.** Upon the exercise of the option to terminate, pursuant to Section 6.5 regarding the annual limitation of payments and Section 6.6 regarding the option to terminate, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

**ARTICLE VIII**  
**ADDITIONAL OBLIGATIONS OF APPLICANT**

**Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

**Section 8.2. REPORTS.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

**Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS.** During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

**Section 8.4. DATA REQUESTS.** Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all

information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations, or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

**Section 8.5. SITE VISITS AND RECORD REVIEW.** The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

**Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.** By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying

Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

**Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

**ARTICLE IX**  
**MATERIAL BREACH OR EARLY TERMINATION**

**Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.** The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a “Material Breach”):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information

reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

**Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.**

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and,

C. In the event that the Board of Trustees determines that such a breach has occurred and

has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

### **Section 9.3. DISPUTE RESOLUTION.**

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have thirty (30) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Ector County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Ector County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the thirty (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the

payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

**Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.**

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 6.6 and 7.1 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the thirty (30) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX

CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

**Section 9.5. LIMITATION OF OTHER DAMAGES.** Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

**Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.** Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$100,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

**Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS.** Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

**Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS**

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation

Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

**Section 10.1. INFORMATION AND NOTICES.**

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

**To the District:**

Ector County Independent School District  
Attn: Dr. Scott Muri, Superintendent  
(or the successor Superintendent)  
802 N. Sam Houston  
Odessa, TX 79761  
Phone #: (432) 456-9879  
Fax #: (432) 456-9878  
Email: scott.muri@ectorcountysd.org

**With a copy to:**

Underwood Law Firm, P.C.  
Attn: Fred Stormer  
500 South Taylor, LB 233, Suite 1200  
Amarillo, TX 79101  
Phone #: (806) 379-0306  
Fax #: (806) 379-0316  
Email: fred.stormer@uwlaw.com

**And:**

Culwell Consulting, LLC  
Attn: Chris Grammer  
1303 Darter Lane  
Austin, Texas 78746  
Phone #: (512) 914-1328  
Email: chris@culwellconsulting.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

**To Applicant:**

Chris Micklas, CFO  
Nacero TX 1 LLC  
Two Briar Lake Plaza, Suite 1000  
2050 W. Sam Houston Parkway South  
Houston, TX 77042  
Phone: (832) 729-4452  
Email: cmm@nacero.co

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

**Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.**

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
  - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
  - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;

- c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

**Section 10.3. ASSIGNMENT.**

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

**Section 10.4. MERGER.** This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

**Section 10.5. GOVERNING LAW.** This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Ector County, Texas.

**Section 10.6. AUTHORITY TO EXECUTE AGREEMENT.** Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

**Section 10.7. SEVERABILITY.** If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

**Section 10.8. PAYMENT OF EXPENSES.** Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

**Section 10.9. INTERPRETATION.**

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

**Section 10.10. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

**Section 10.11. PUBLICATION OF DOCUMENTS.** The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller’s Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller’s website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

**Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.** The Applicant shall immediately notify the District and the Comptroller's office in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

**Section 10.13. DUTY TO DISCLOSE.** If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

**Section 10.14. CONFLICTS OF INTEREST.**

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

**Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.** Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

A. all payments, including liquidated damage and tax payments, have been made;

- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

**Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.**

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

- B. Delivery is deemed complete as follows:
- i. When delivered if delivered personally or sent by express courier service;
  - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
  - iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
  - iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

*[signatures follow on next page]*

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this \_\_\_\_\_ day of June, 2021.

**NACERO TX 1 LLC**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

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

**ATTEST:**

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

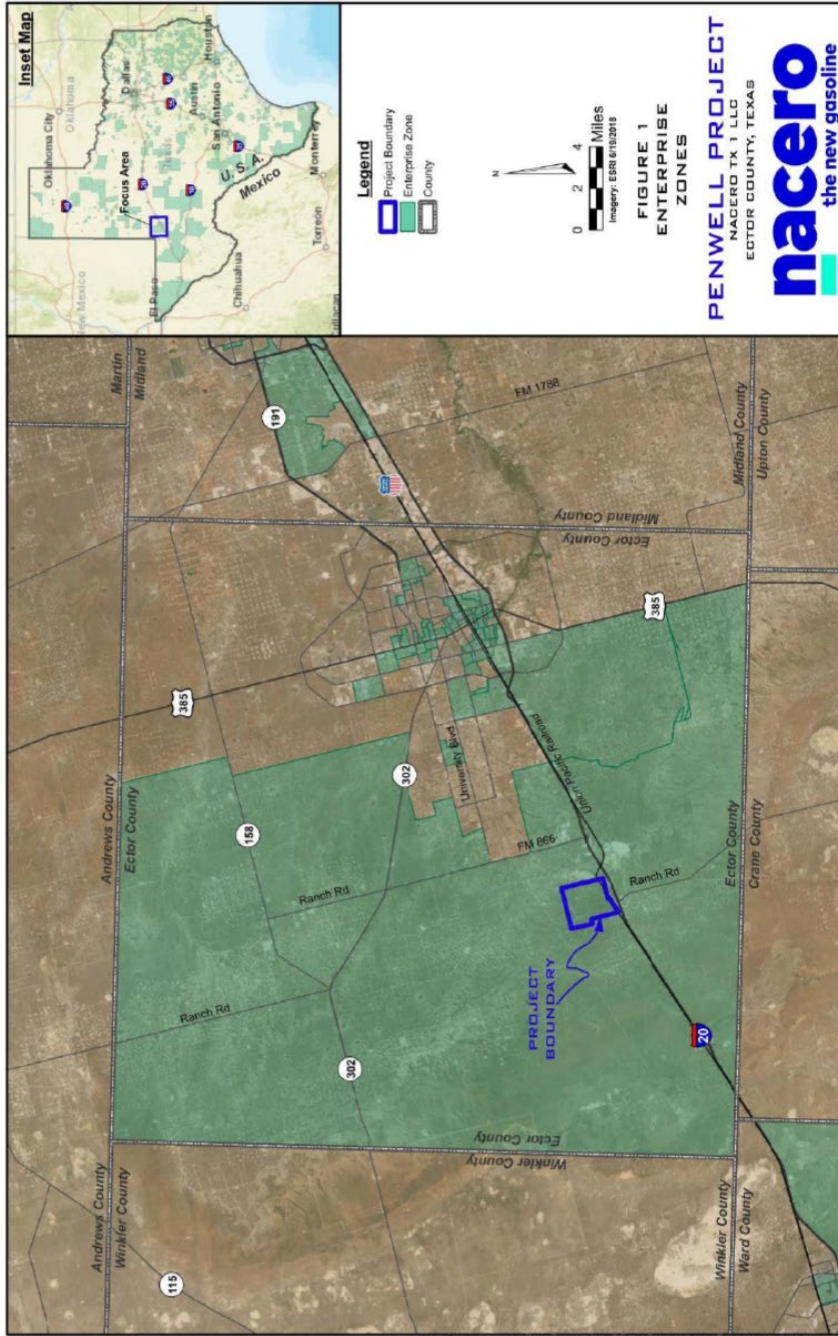
NAME: \_\_\_\_\_

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

# EXHIBIT 1

## DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

Ector County is a designated enterprise zone, based on poverty level. See link to Enterprise Zone Finder on this page <https://gov.texas.gov/business/page/texas-enterprise-zone-program> and map below.



Agreement for Limitation on Appraised Value  
Between Ector ISD and Nacero TX 1 LLC  
(App. No. 1568), June 15, 2021  
Exhibit 1

Texas Economic Development Act Agreement  
Comptroller Form 50-826 (October 2020)

## EXHIBIT 2

### DESCRIPTION AND LOCATION OF LAND

The Land, for which the Applicant has legally binding purchase options is located within the boundaries of the project area, Ector County Independent School District, Ector County and the Enterprise Zone, as depicted on the attached map and described below:

**METES & BOUNDS DESCRIPTION OF A 2,531.45-ACRE TRACT LOCATED IN SECTIONS 33, 34, 35, 40, 41, 42, 43, AND 44 BLOCK 44 T-2-S AND SECTION 6, BLOCK 44 T-3-S T&P RR CO. SURVEY ECTOR COUNTY, TEXAS**

**BEING THE 2,531.45-ACRE PERIMETER OF ALL OF THE LAND DESCRIBED IN DOCUMENT NO. 2019-00009316 DEFINED AS A 601.10-ACRE TRACT LOCATED IN SECTIONS 43 BLOCK 44, T-2-S AND SECTION 6, BLOCK 44 T-3-S, A 6.27-ACRE TRACT LOCATED IN SECTIONS 43 AND 44, BLOCK 44, T-2-S, A 2.39-ACRE TRACT LOCATED IN SECTION 42 BLOCK 44, T-2-S, A 13.30-ACRE TRACT LOCATED IN SECTIONS 44, BLOCK 44 T-2-S AND SECTION 6, BLOCK 44 T-3-S, A 30.00-ACRE TRACT LOCATED IN SECTIONS 42, 41, 40, 33, 34, & 35 BLOCK 44 T-S-S, AN 11.52-ACRE TRACT AND A 1.03-ACRE TRACT LOCATED IN SECTION 42, BLOCK 44, T-2-S, THE REMAINING 610.08-ACRES LOCATED IN SECTION 44, BLOCK 44, T-2-S, THE REMAINING 618.66-ACRES IN LOCATED IN SECTION 42, BLOCK 44 T-2-S, AND TH REMAINING 636.99 ACRES IN SECTION 44, BLOCK 44 T-2-S, T&P RR CO. SURVEY, ECTOR COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS NORTH OF THE UNION PACIFIC RAILROAD AND SOUTH OF THE UNION PACIFIC RAILROAD FOLLOWS:**

**NORTH OF THE UNION PACIFIC RAILROAD:**

**BEGINNING AT (Y= 10,602,739.62' & X= 1,591,811.58') A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE SOUTHWEST CORNER OF SAID 601.10-ACRE TRACT AS DESCRIBED IIN DOCUMENT NO. 2019-00009316 OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY TEXAS, AND ON THE NORTHERN RIGHT-OF-WAY LINE OF THE 200-FOOT UNION PACIFIC RAILROAD (aka T&P RAILWAY CO.) RIGHT-OF-WAY, AND THE SOUTHERN LINE OF SAID 601.10-ACRE TRACT,**

**THENCE NORTH 14°24'29" WEST WITH THE WEST LINE OF SAID 601.10-ACRE TRACT, PASS THE COMMON NORTH LINE OF SAID SECTION 6 AND THE SOUTH LINE OF SAID SECTION 43 AT 1,823.86 FEET, A TOTAL DISTANCE OF 7,111.72 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT THE NORTHWEST CORNER OF SAID 601.10-ACRE TRACT ON THE COMMON NORTH LINE OF SAID SECTION 43 AND THE SOUTH LINE OF SECTION 42 OF SAID BLOCK 44;**

**THENCE SOUTH 76°04'54" WEST WITH THE NORTH LINE OF SAID SECTION 43 AND THE SOUTH LINE OF SAID SECTION 42, A DISTANCE OF 1,200.95 FEET, TO A 2" IRON PIPE (WITH A 1" IRON PIPE CENTERED INSIDE) MARKED "S27 S28 B45 S42 S43 B44 T-2-S WA" (CONTROL MONUMENT) FOUND AT THE COMMON CORNER OF SAID SECTION 42 AND 43, AND SECTION 27 AND 28, BLOCK 45 T-2-S T&P RY CO SURVEY, ECTOR COUNTY TEXAS;**

THENCE NORTH 14°24'45" WEST WITH THE COMMON LINE OF SAID SECTIONS 42 AND 27, A DISTANCE OF 5,286.34 FEET TO A 2" IRON PIPE MARKED "S26 S27 B45 T-2-S S31 S42 B44 T-2-S WA" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID SECTION 42, THE SOUTHEAST CORNER OF SECTION 31, BLOCK 44, THE SOUTHEAST CORNER OF SECTION 26 AND THE NORTHEAST CORNER OF SECTION 27, BLOCK 45;

THENCE NORTH 76°05'03" EAST WITH THE NORTHLINE OF SAID SECTION 42 AND THE SOUTHLINE OF SAID SECTION 31, A DISTANCE OF 5,270.89 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) SET AT THE COMMON NORTHEAST CORNER OF SAID SECTION 42, THE NORTHWEST CORNER OF SECTION 41, WHENCE A 1 ½" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 31 AND THE SOUTHWEST CORNER OF SECTION 32 OF SAID BLOCK 44 BEARS NORTH 76°05'05" EAST A DISTANCE OF 8.1 FEET;

THENCE NORTH 76°05'05" EAST WITH THE NORTHLINE OF SAID SECTION 41 AND THE SOUTHLINE OF SAID SECTION 31, PASS A 1 ½" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 31 AND THE SOUTHWEST CORNER OF SECTION 32 OF SAID BLOCK 44 AT 8.1 FEET, CONTINUING WITH THE COMMON NORTHLINE OF SAID SECTION 41 AND THE SOUTHLINE OF SECTION 32, A TOTAL DISTANCE OF 5,329.24 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 42, THE SOUTHWEST CORNER OF SAID SECTION 41, THE NORTHWEST CORNER OF SECTION 44, AND THE NORTHEAST CORNER OF SECTION 43 OF SAID BLOCK 44, WHENCE A 1 ½" IRON PIPE (BENT) FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 40 BEARS NORTH 76°06'21" EAST, A DISTANCE OF 5,306.79 FEET;

THENCE SOUTH 14°12'42" EAST WITH THE COMMON EAST LINE OF SAID SECTION 41 AND THE WEST LINE OF SAID SECTION 40, A DISTANCE OF 991.23 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET ON THE NORTH LINE OF THAT CERTAIN 30.00ACE TRACT AS DESCRIBED IN SAID DOCUMENT NO. 2019-00009316;

THENCE NORTH 63°33'07" EAST WITH THE NORTH LINE OF SAID 30-00-ACRE TRACT AND THROUGH SECTIONS 40, 33, AND 34 OF SAID BLOCK 44, A DISTANCE OF 10,832.82 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX (CONTROL MONUMENT) FOUND AT A CUT-BACK CORNER;

THENCE NORTH 24°40'10" EAST, PASS THE COMMON EAST LINE OF SAID SECTION 34 AND THE WEST LIN OF SECTION 35 OF SAID BLOCK 35 AT 5.97 FEET, IN ALL A TOTAL OF 31.14 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A CUT-BACK CORNER ON THE WEST RIGHT-OF-WAY LIN OF FM 866, WHENCE A ½" IRON ROD BY A LEANING TEXAS DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT (CONTROL MONUMENT) BEARS NORTH 14°12'25" WEST, A DISTANCE OF 4,469.17 FEET;

THENCE SOUTH 14°12'47" EAST WITH THE RIGHT-OF-WAY OF SAID FM 866, A DISTANCE OF 101.39 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOUND AT A CUT-BACK CORNER, WHENCE A TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT BEARS SOUTH 14°12'25" EAST, A DISTANCE OF 1,273.02 FEET;

THENCE NORTH 65°19'50" WEST WITH SAID CUT-BACK, PASS THE SAID COMMON LINE OF SECTION 35 AND 34 AT 20.41 FEET, IN ALL A TOTAL OF 25.11 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT A CUT-BACK CORNER;

THENCE SOUTH 63°33'07" WEST THROUGH SAID SECTIONS 34, 33, AND 40, A DISTANCE OF 10,832.82 FEET TO A ½" IRON ROD WITH CAP MARKED "LCA ODESS TEXAS SET ON THE COMMON EAST LINE OF SAID SECTION 41 AND THE WEST LINE OF SAID SECTION 40,

THENCE SOUTH 14°12'42" EAST WITH THE COMMON EAST LINE OF SAID SECTION 41 AND THE WEST LINE OF SAID SECTION 40, A DISTANCE OF 4,233.85 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 41 AND THE SOUTHWEST CORNER OF SAID SECTION 40, THE NORTHWEST CORNER OF SECTION 45, AND THE NORTHEAST CORNER OF SECTION 44 OF SAID BLOCK 44, WHENCE A 1 ½" IRON PIPE (BENT) FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 40 BEARS NORTH 76°06'21" EAST, A DISTANCE OF 5,306.79 FEET;

THENCE SOUTH 14°20'30" EAST WITH THE EAST LINE OF SAID SECTION 44 AND THE WEST LINE OF SAID SECTION 45, A DISTANCE OF 3,859.06 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" SET ON THE INTERSECTION ON THE NORTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD A 200-FOOT RIGHT-OF-WAY, WHENCE A 1" G.I.P. FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 44 AND THE SOUTHWEST CORNER OF SAID SECTION 45 BEARS SOUTH 14°20'30" EAST, A DISTANCE OF 1,434.43 FEET;

THENCE SOUTH 56°54'07" WEST WITH THE NORTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, PASS THE COMMON SOUTHLINE OF SAID SECTION 44 AND THE NORTH LINE OF SECTION 6, BLOCK 44, T-3-S AT 4,365.17 FEET, PASS A ½" IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF THAT CERTAIN 13.30-ACRE TRACT AS DESCRIBED IN SAID DOCUMENT NO. 2019-00009316 AND THE SOUTHEAST CORNER OF SAID 601.10-ACRE TRACT AT 5,558.59 FEET, CONTINUING WITH THE NORTHERN RIGHT-OF-WAY OF SAID UNION PACIFIC RAILROAD, A TOTAL DISTANCE OF 9,897.77 FEET N TO THE POINT OF THE BEGINNING CONTAINING 2,481.94 SURFACE ACRES.

SOUTH OF THE UNION PACIFIC RAILROAD:

BEING A 49.51-ACRE PORTION OF SECTION 44, BLOCK 44, T-2-S T&P RY CO. SURVEY ECTOR COUNTY, TEXAS, AND BEING THAT PORTION OF SAID SECTION 44 LYING ON THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD (aka TEXAS PACIFIC RAILWAY CO.) A 200FOOT RIGHT-OF-WAY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y= 10,606,754.79' & X= 1,600,458.59') A 1" G.I.P. (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 44, THE SOUTHEAST CORNER OF SECTION 45, BLOCK 44, WHENCE A 1' IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 45 BEARS NORTH 76°09'06" EAST, A DISTANCE OF 5,296.07 FEET;

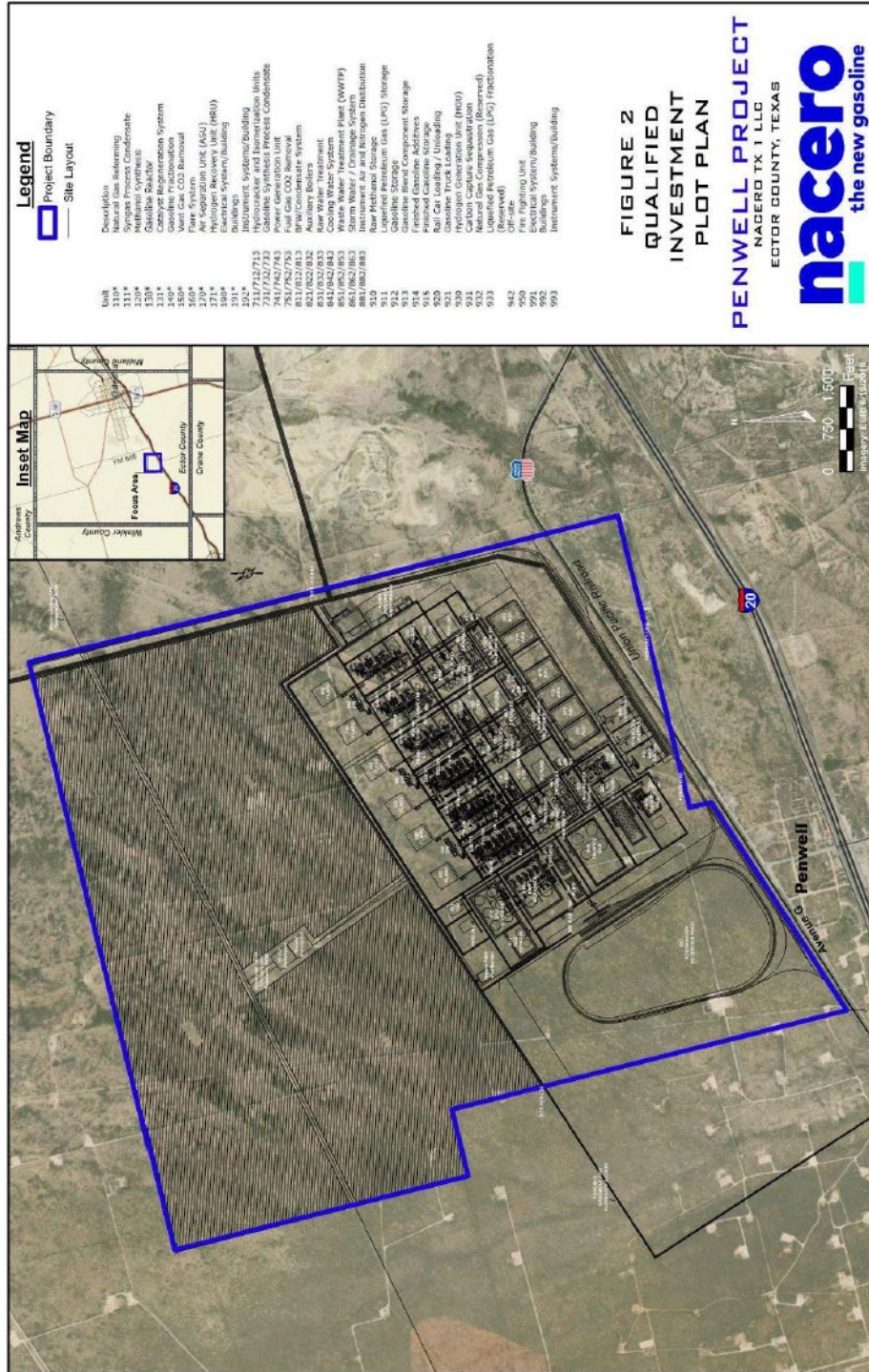
THENCE SOUTH 76°05'05" WEST WITH THE SOUTHLINE OF SAID SECTION 44 AND THE NORTHLINE OF SECTION 5, BLOCK 44 T-3-S, A DISTANCE OF 3,524.77 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" SET ON THE INTERSECTION ON THE SOUTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD 200-FOOT RIGHT-OF-WAY;

THENCE NORTH 56°54'07" EAST WITH THE NORTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY , A DISTANCE OF 3,724.77 FEET TO A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" SET ON THE INTERSECTION ON THE SOUTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC 200-FOOT RIGHT-OF-WAY AND THE EAST LINE OF SAID SECTION 44, WHENCE A 5/8" IRON ROD WITH ALUMINUM CAP MARKED "LCA ODESSA TX" SET ON THE EAST LINE OF SAID SECTION 44 AND THE NORTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD BEARS NORTH 14°20'30" WEST, A DISTANCE OF 211.22 FEET;

THENCE SOUTH 14°20'30" EAST WITH THE COMMON LINE OF SAID SECTIONS 44 AND 45, A DISTANCE OF 1,223.21 FEET TO THE POINT OF THE BEGINNING CONTAINING 49.51 SURFACE ACRES.

BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, WITH THETA ANGLE OF -01°09'47" AND A COMBINED GRID FACTOR OF 0.999828936. ACREAGE STATED IS AVERAGE SURFACE.

# MAP OF LAND



Agreement for Limitation on Appraised Value  
Between Ector ISD and Nacero TX 1 LLC  
(App. No. 1568), June 15, 2021  
Exhibit 2

Texas Economic Development Act Agreement  
Comptroller Form 50-826 (October 2020)

### EXHIBIT 3

#### APPLICANT'S QUALIFIED INVESTMENT

Below, please find a description of the physical and functional aspects of the final constructed and delivered facility consistent with the level of detail defined at the project's conceptual engineering phase.

The specific and detailed description of the qualified investment which is proposed within the project boundary, along with any new buildings or proposed improvements have been split into sections describing the different parts of the facility, such as, Inside Battery Limits (ISBL), Outside Battery Limits (OSBL), Tank Storage, Truck and Rail Operations, etc.

The Penwell facility includes the following configuration:

- 6 SynCOR Methanol™ / TIGAS™ trains (3 sets of two trains)
- 6 Air Separation Units (ASU), one for each train
- 6 Flare units, one for each train
- 3 Sets of process common units (hydrocracker unit, isomerization, condensate stripping)
- 3 Utility and Offsite blocks (CO2 recovery unit, thermal oxidizer, Boiler Feed Water/steam/Auxiliary Boiler, condensate treatment, power generation, raw and wastewater treatment, cooling water)
- 1 Carbon capture sequestration Compressor Station
- 1 Hydrogen Generation Unit (HGU)
- 1 Gasoline Post Treatment Unit
- 1 common tankage area, 1 back-up instrument air and nitrogen unit, 1 firewater system, 1 gasoline blending facility, railcar loading/unloading area and truck loading areas.

This project will include Trains 1 through 6 with associated common process areas as well as associated utility & offsite blocks.

#### **ISBL – Natural Gas Processing and Gasoline Manufacturing**

The ISBL facilities below are licensed by Haldor Topsoe and their Design Packages are provided by HT except where noted. Natural gas feed, plus recycled liquefied petroleum gas (LPG) and C5 recycle, are converted to raw gasoline in each of the six processing trains.

Each train includes the following primary Process sections:

- Natural Gas Reforming (Unit 110, 210, 310, 410, 510, 610)
- Syngas Process Condensate (Unit 111, 211, 311, 411, 511, 611)
- Methanol Synthesis (Unit 120, 220, 320, 420, 520, 620)
- Gasoline Reactor (Unit 130, 230, 330, 430, 530, 630)
- Catalyst Regeneration System (Unit 131, 231, 331, 431, 531, 631)
- Gasoline Fractionation (Unit 140, 240, 340, 440, 540, 640)
- Hydrogen Recovery Unit (Units 171, 271, 371, 471, 571, 671)

- Cooling Water System (Unit 841, 842, 843) – Design not provided by HT.
- Flare System (Unit 160, 260, 360, 460, 560, 660) – Each Train will have a dedicated ground flare, Knock Out (KO) drum and KO drum pump. However, for redundancy and reliability, the Flare systems for each set of Trains (1 and 2, 3 and 4, 5 and 6) will be cross-tied and each Flare system will be designed to support two parallel trains. Each set of cross-tied flares will be connected to process commons (i.e. hydrocracker unit, isomerization unit) dedicated to their corresponding trains. Design not provided by HT.
- Hydrocracking and Isomerization (Units 711, 712, 713) – The raw gasoline product from each train is sent to a Hydro-processing unit, which includes Isomerization and mild Hydrocracking sections for octane improvement and distillation point control. These units are common for each set of two trains.

## **OSBL – Balance of Plant**

### OSBL Per Train Set – One System per Two Trains

The following is a description of the systems supporting each set of two trains. Ultimately, 3 sets of these blocks will be provided to support all 6 trains at the Penwell facility.

- Gasoline Synthesis Process Condensate (Unit 731, 732, 733) – HT is providing the Design Package for these units.
- Power Generation (Unit 741, 742, 743) – 2 Steam Turbine Generators (STGs) per Unit will generate power from the excess steam from ISBL.
- Fuel Gas CO2 Removal (Unit 751, 752, 753)
- Boiler Feed Water (BFW)/Condensate System (Unit 811, 812, 813) • Auxiliary Boiler (Unit 821, 822, 823)
- Raw Water Treatment (Unit 831, 832, 833) – Scope is to be confirmed based on raw water analysis and plant water balance. Utility and fire water to be supplied from raw water.
- Wastewater Treatment (Unit 851, 852, 853) – Options being considered are a Water Treatment Plant, Disposal Wells, Evaporation Ponds or a combination of the above
- Storm Water/Drainage System (Unit 861, 862, 863) Closed Drain System – Hydrocarbon drain drum with pumps and slop oil tank with pumps to service the closed hydrocarbon drain system from ISBL. Methanol drain drum with pumps and slop methanol tank with pumps to service the closed methanol drain system from ISBL
- Plant Instrument Air and Nitrogen Distribution system (Unit 881, 882, 883)

The natural gas and gasoline production process will require high quality demineralized water. This process will generate steam and water condensate that may be reused within the proposed facility. Raw water treatment and wastewater treatment are anticipated as part of the proposed Project to meet the industrial water demand, which effectively results in an internal recycling of water. In addition to the recycled water internal to the process, the industrial water supply will be supplemented by water piped in from the Colorado River Municipal Water District.

## OSBL Common Utilities - One Set for the Facility

The following is a description of the common systems supporting all 6 trains.

- Hydrogen Generation Unit (Unit 930) – Will produce hydrogen to meet the entire plant hydrogen demand. The HGU will be oversized to provide 100MMTPD of Hydrogen to allow for an excess of Hydrogen Which will also be sold as full for heavy haul over the road vehicles. Storage and loading facilities for Hydrogen are planned.
- Carbon Capture Sequestration (Unit 931)
- One Gasoline Post Treatment Unit (Unit 932) – Will upgrade gasoline product to meet California gasoline specifications. Size of the unit is to be determined. HT is providing the Design Package for this Unit.
- Backup Instrument/Plant Air Compressor – Used as a backup to instrument/plant air supply from ASU. Unit will be used for startup requirements of one train.
- Fire Fighting Unit (Unit 950) – Fire water to be supplied from treated raw water, or utility water, with raw water as backup supply.
- Storm Water Retention – Twenty-four hour, 100-year storm or six hours of maximum fire water application during fire water events used for volume design.

## OSBL - Storage and Terminal Operations

Storage facilities, tanks will be provided for the following:

- Raw Methanol Storage (Unit 910)
- LPG Storage (Unit 911)
- Gasoline Storage (Unit 912)
- Gasoline Blend Component Storage (Unit 913)
- Finished Gasoline Additives Storage (Unit 914)
- Finished Gasoline Storage (Unit 915)

Truck loading, the following products will be loaded by truck:

- Pump Ready Gasoline Product
- Nitrogen Hydrogen

Where necessary, internal roads, truck loading areas and designated parking areas will be a paved surface capable of supporting heavy truck traffic.

- Rail Loading and Unloading

The proposed facility will have inbound rail movements of gasoline blend components (ethanol, alkylate and naphtha) and outbound rail movements of LPG product and finished gasoline component.

The following products will be loaded by rail:

- LPG
- Finished Gasoline Component
- Argon The following products will be unloaded by rail:
- Ethanol
- Alkylate
- Naphtha

### **Air Separation Unit (ASU)**

The ASU's will be owned and operated by a third party for the benefit of Nacero. The ASU's will produce high purity oxygen for the Autothermal Reformer and is integral to our process for production of methanol. Our facility cannot operate without an ASU. The ASU's will be treated by Nacero as an owned asset and will be recorded on our balance sheet as a capital asset and accounted for with identical accounting as a capital lease. Nacero will have the right to purchase the ASU's at a predetermined reduced rate at the end of the term of the agreement. The ASU's will produce nitrogen, instrument air and plant air which are also critical and required for our plant's operation.

### **Land and Buildings**

The land for which the Applicant has legally binding purchase options is set out in EXHIBIT 2 and depicted on the attached map.

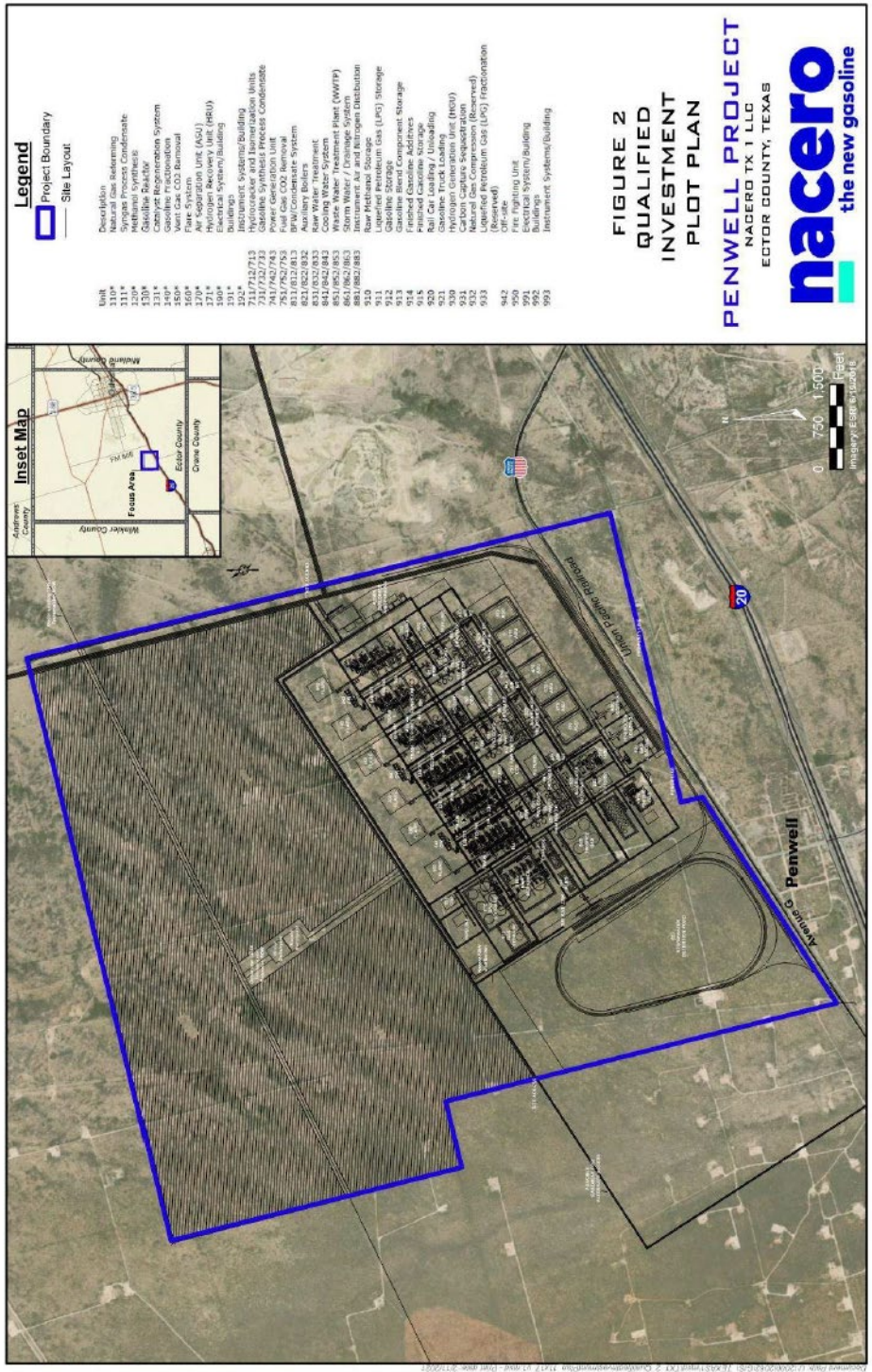
Below, please find a list of the buildings that will be located on the property:

- 992-BLDG-01 Central Control Room / Operations Office Building (including 480V MCC room) - 2 stories
- 992-BLDG-04 Warehouse Maintenance/Workshop Extension
- Maintenance and workshop extension (included with 101a building)
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### **Transmission Line and Switchyard**

Oncor has 138KV transmission lines that currently run through the northern side of the site. Oncor will be providing a power drop to their own new switchyard.

# MAP OF QUALIFIED INVESTMENT



**FIGURE 2**  
**QUALIFIED**  
**INVESTMENT**  
**PLOT PLAN**

**PENWELL PROJECT**  
 NADERO, TX 1 LLC  
 ECTOR COUNTY, TEXAS

**nacero**  
 the new gasoline

Agreement for Limitation on Appraised Value  
 Between Ector ISD and Nacero TX 1 LLC  
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 Exhibit 3

Texas Economic Development Act Agreement  
 Comptroller Form 50-826 (October 2020)

## EXHIBIT 4

### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Below, please find a detailed description of the qualified property and any new buildings, proposed new improvements of the final constructed and delivered facility consistent with the level of detail defined at the project's conceptual engineering phase.

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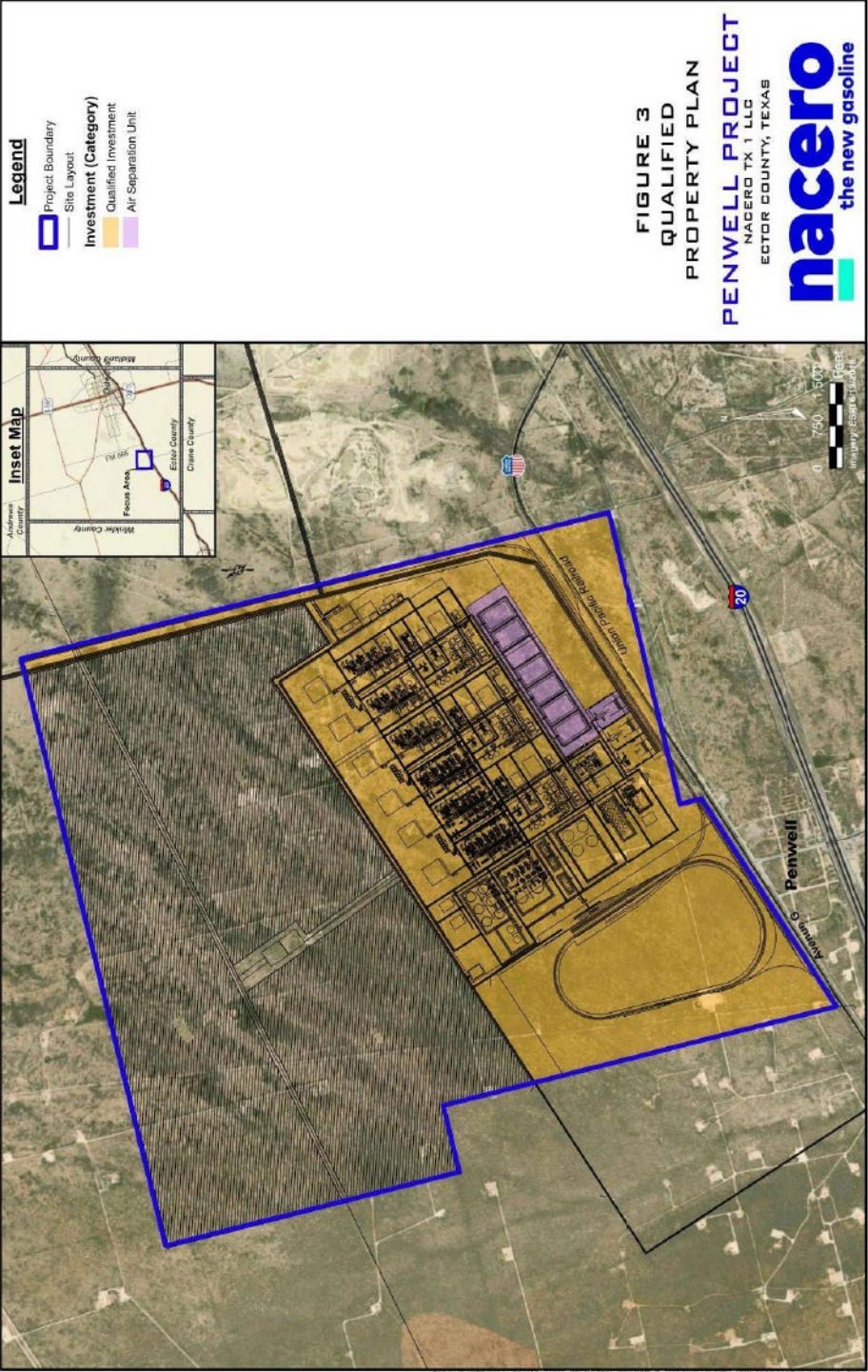
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MAP OF QUALIFIED PROPERTY



Agreement for Limitation on Appraised Value  
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(App. No. 1568), June 15, 2021  
Exhibit 4

Texas Economic Development Act Agreement  
Comptroller Form 50-826 (October 2020)

**EXHIBIT 5  
AGREEMENT SCHEDULE**

	<b><u>Year of Agreement</u></b>	<b><u>Date of Appraisal</u></b>	<b><u>School Year</u></b>	<b><u>Tax Year</u></b>	<b><u>Summary Description</u></b>
Limitation Pre-Years	0	January 1, 2021	2021-22	2021	QTP Pre Year
	QTP 1	January 1, 2022	2022-23	2022	QTP year 1, begins January 1, 2022
	QTP 2	January 1, 2023	2023-24	2023	QTP year 2, ends December 31, 2023
Limitation Period (10 Years)	1	January 1, 2024	2024-25	2024	\$100 million appraisal limitation
	2	January 1, 2025	2025-26	2025	\$100 million appraisal limitation
	3	January 1, 2026	2026-27	2026	\$100 million appraisal limitation
	4	January 1, 2027	2027-28	2027	\$100 million appraisal limitation
	5	January 1, 2028	2028-29	2028	\$100 million appraisal limitation
	6	January 1, 2029	2029-30	2029	\$100 million appraisal limitation
	7	January 1, 2030	2030-31	2030	\$100 million appraisal limitation
	8	January 1, 2031	2031-32	2031	\$100 million appraisal limitation
	9	January 1, 2032	2032-33	2032	\$100 million appraisal limitation
	10	January 1, 2033	2033-34	2033	\$100 million appraisal limitation
Maintain a Viable Presence (5 Years)	11	January 1, 2034	2034-35	2034	No appraisal limitation; must maintain a viable presence
	12	January 1, 2035	2035-36	2035	No appraisal limitation; must maintain a viable presence
	13	January 1, 2036	2036-37	2036	No appraisal limitation; must maintain a viable presence
	14	January 1, 2037	2037-38	2037	No appraisal limitation; must maintain a viable presence
	15	January 1, 2038	2038-39	2038	No appraisal limitation; must maintain a viable presence



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT: PUBLIC HEARING FOR ADOPTION OF 2021-2022 OFFICIAL BUDGET**

**DATE:** June 15, 2021

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A Public Hearing on the Adoption of 2021-2022 Official Budget.

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# Ector County ISD

# Budget & Tax Rate Hearing

# 2021 – 2022

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# Our Mission

The mission of Ector County ISD is to inspire and challenge every student to be prepared for success and to be adaptable in an ever-changing society.

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# Our Vision



# Serving....

- Nearly 32,800 students
- In 46 schools
- Over 945 square miles
- With approximately 4,200 staff



**Ector County ISD**  
**Current and Proposed Budget Comparisons**  
**2020/21** and **2021/22**



**Budget Summary Report for ECTOR COUNTY ISD**

2020 - 2021 Budget		Aggregate Expenditures	33,983	Per Pupil Expenditures	Proposed 2021 - 2022 Budget		Aggregate Expenditures	32,730	Per Pupil Expenditures	% change
Instruction	functions 11, 12, 13, 95	\$193,105,674	\$5,682	Instruction	functions 11, 12, 13, 95	\$196,748,596	\$6,011	6%		
Instructional Support	functions 21, 23, 31, 32, 33, 36	\$47,578,509	\$1,400	Instructional Support	functions 21, 23, 31, 32, 33, 36	\$53,415,948	\$1,632	17%		
Central Administration	function 41	\$8,561,766	\$252	Central Administration	function 41	\$9,481,493	\$290			
	Public Notices	\$3,000	\$0		Public Notices	\$20,600	\$1			
	Influencing Legislation	\$0	\$0		Influencing Legislation	\$1,500	\$0			
	<b>Total:</b>	<b>\$8,564,766</b>	<b>\$252</b>		<b>Total:</b>	<b>\$9,503,593</b>	<b>\$290</b>	<b>15%</b>		
District Operations	functions 51, 52, 53, 54, 35	\$72,029,231	\$2,120	District Operations	functions 51, 52, 53, 54, 35	\$69,596,715	\$2,126	0%		
Debt Service	function 7x	\$13,559,794	\$399	Debt Service	function 7x	\$19,250,666	\$588	47%		
Other	functions 61-99	\$3,264,820	\$96	Other	functions 61-99	\$3,446,252	\$105	10%		
00	Transfers In/Out	\$0	n/a	00	Transfers In/Out	\$480,000	\$15	n/a		
<b>GRAND TOTALS</b>		<b>\$338,102,794</b>	<b>100%</b>	<b>GRAND TOTALS</b>		<b>\$352,441,770</b>	<b>100%</b>			
Fund 199	General Fund	307,129,000	91%	Fund 199	General Fund	314,485,610	89%			
Fund 240	School Nutrition Fund	17,914,000	5%	Fund 240	School Nutrition Fund	18,705,494	5%			
Fund 599	Debt Service Fund	13,059,794	4%	Fund 599	Debt Service Fund	19,250,666	5%			

## NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Ector County Independent School District will hold a public meeting at 6:00 p.m. Tuesday, June 15, 2021 in the ECISD Central Administration Office first floor Board Room at 802 N. Sam Houston, Odessa, TX. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

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

<b>Maintenance Tax</b>	\$ 1.05170	/\$100 (Proposed rate for maintenance and operations)
<b>School Debt Service Tax</b>	\$ .12622	/\$100 (Proposed rate to pay bonded indebtedness)
<b>Approved by Local Voters</b>		

### Comparison of Proposed Rates with Last Year's Budget

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

Maintenance and operations	.38	% increase
Debt service	1.90	% increase
Total expenditures	.46	% increase

### Total Appraised Value and Total Taxable Value

(as calculated under Section 26.04, Tax Code)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$ 18,853,884,923	\$ 19,238,355,839
Total appraised value** of new property**	\$ 252,983,849	\$ 250,092,196
Total taxable value*** of all property	\$ 14,780,081,913	\$ 14,992,297,409
Total taxable value*** of new property**	\$ 225,046,999	\$ 223,039,996

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

\*\* "New property" is defined by Section 26.012 (17), Tax Code

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

### Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness\* \$ 148,380,000

\* Outstanding Principal for 2021/22

### Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations*	Interest & Sinking Fund**	Total	Local Revenue Per Student	State Revenue Per Student
<b>Last Year's Rate</b>	\$ 1.05470	\$ .12322	\$ 1.17792	\$ 5,661	\$ 4,442
<b>Rate to Maintain Same Level of Maintenance &amp; Operations Revenue &amp; Pay Debt Service</b>	\$ 1.26068	\$ .11890	\$ 1.37958	\$ 6,896	\$ 4,023
<b>Proposed Rate</b>	\$ 1.05170	\$ .12622	\$ 1.17792	\$ 6,027	\$ 4,231

\* A school district may not levy the district's maintenance taxes described by Section 45.002 at a rate intended to create a surplus in maintenance tax revenue for the purpose of paying the district's debt service.

\*\* The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

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

	Last Year	This Year
Average Market Value of Residences	\$ 211,183	\$ 218,400
Average Taxable Value of Residences	\$ 142,549	\$ 148,453
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ 1.17792	\$ 1.17792
Taxes Due on Average Residence	\$ 1,679	\$ 1,749
Increase (Decrease) in Taxes		\$ 70

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

**Notice of Voter-Approved Rate:** The highest tax rate the district can adopt before requiring voter approval at an election is \$1.17792. This election will be automatically held if the district adopts a rate in excess of the voter-approved rate of \$1.17792.

### Fund Balances

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

Maintenance and Operations Fund Balance(s)	\$ 61,655,339
Interest & Sinking Fund Balance(s)	\$ 14,905,169

# Property Tax

Based on  
estimated  
property  
values at  
4/29/21

Published in  
Newspaper  
on 6/3/21

Let,s look  
closer....

# NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

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

<b>Maintenance Tax</b>	\$ 1.05170	\$100 (Proposed rate for maintenance and operations)
<b>School Debt Service Tax</b>	\$ .12622	/\$100 (Proposed rate to pay bonded indebtedness)
<b>Approved by Local Voters</b>		

### Comparison of Proposed Rates with Last Year's Budget

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

Maintenance and operations	.38	%	increase
Debt service	1.90	%	increase
Total expenditures	.46	%	increase

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	Preceding Tax Year	Current Tax Year
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Total appraised value* of new property**	\$ 252,983,849	\$ 250,092,196
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 \*\* "New property" is defined by Section 26.012 (17), Tax Code  
 \*\*\* "Taxable value" is defined by Section 1.04 (10), Tax Code

Approximate increase  
in value: 1.4%

### Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness\* \$ 148,380,000

\* Outstanding Principal for 2021/22

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance &amp; Operations*</u>	<u>Interest &amp; Sinking Fund**</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$ 1.05470	\$ .12322	<u>\$ 1.17792</u>	\$ 5,661	\$ 4,442
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$ 1.26068	\$ .11890	<u>\$ 1.37958</u>	\$ 6,896	\$ 4,023
Proposed Rate	\$ 1.05170	\$ .12622	<u>\$ 1.17792</u>	\$ 6,027	\$ 4,231

Gross revenue per penny of tax: \$1.5 million

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\*\* The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

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

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$ 211,183	<u>\$ 218,400</u>
Average Taxable Value of Residences	\$ 142,549	<u>\$ 148,452</u>
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ 1.17792	<u>\$ 1.17792</u>
Taxes Due on Average Residence	\$ 1,679	<u>\$ 1,749</u>
Increase (Decrease) in Taxes		<u>\$ 70</u>

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

**Notice of Voter-Approved Rate:** The highest tax rate the district can adopt before requiring voter approval at an election is \$1.17792. This election will be automatically held if the district adopts a rate in excess of the voter-approved rate of \$1.17792.

# Tax Rate compared to prior year

- The total tax rate is the same as the prior year. ✓
- The M&O tax rate is compressed from 1.0547 down to 1.0517 ✓
- The I&S tax rate is increased from .12322 to .12622 ✓
- The total tax rate is not higher than the effective tax rate. ✓
- The total tax rate is not higher than the voter approval rate. ✓
- The M&O tax rate is not higher than the effective tax rate. ✓
- The I&S tax rate is not higher than the allowable to cover bond costs. ✓

**Ector County Independent School District  
General Operating Fund 199  
Adopted Budget by Function and Object  
for Fiscal Year 2021 - 2022  
at June 15, 2021**



Object Code	Estimated Revenue		Per Enrolled 32,730	2021- 2022 Budget					
5700	Local Revenue		\$ 5,063	\$ 165,700,000	(Includes property tax collections which are based on CURRENT YEAR estimated valuations)				
5800	State Revenue		\$ 4,430	144,985,610					
5900	Federal Revenue		\$ 116	3,800,000					
	<b>Total Estimated Revenue</b>		<b>\$ 9,608</b>	<b>\$ 314,485,610</b>					
Function Code	Budgeted Expenditures	%	Per Enrolled 32,730	Totals	6100	6200	6300	6400	6600
11	Instruction	60%	\$ 5,751	\$ 188,222,263	\$ 164,280,301	\$ 14,498,924	\$ 8,368,103	\$ 1,074,935	\$ -
12	Instructional Resources & Media Svcs	1%	\$ 71	2,334,270	\$ 2,067,480	\$ 76,829	\$ 129,196	\$ 60,765	\$ -
13	Curr & Instructional Staff Development	2%	\$ 189	6,192,063	\$ 4,330,516	\$ 914,822	\$ 176,129	\$ 770,596	\$ -
21	Instructional Leadership	2%	\$ 201	6,572,486	\$ 5,270,345	\$ 522,543	\$ 359,508	\$ 420,090	\$ -
23	School Leadership	7%	\$ 663	21,706,538	\$ 19,579,931	\$ 230,132	\$ 1,099,979	\$ 796,496	\$ -
31	Guidance & Counseling Services	4%	\$ 411	13,441,605	\$ 11,836,898	\$ 434,738	\$ 1,022,719	\$ 147,250	\$ -
32	Social Services	0%	\$ 41	1,339,176	\$ 618,815	\$ 409,742	\$ 287,619	\$ 23,000	\$ -
33	Health Services	1%	\$ 90	2,935,834	\$ 2,770,269	\$ 15,300	\$ 108,265	\$ 42,000	\$ -
34	Pupil Transportation	2%	\$ 237	7,746,553	\$ 6,068,206	\$ 176,000	\$ 1,191,500	\$ 290,847	\$ 20,000
36	Co-Curricular Activities	2%	\$ 227	7,420,234	\$ 3,738,436	\$ 713,550	\$ 643,350	\$ 2,324,898	\$ -
41	General Administration	3%	\$ 290	9,503,668	\$ 6,409,607	\$ 1,803,690	\$ 331,451	\$ 958,920	\$ -
51	Plant Maintenance	10%	\$ 917	30,021,389	\$ 14,548,352	\$ 10,127,422	\$ 2,315,915	\$ 3,029,700	\$ -
52	Security & Monitoring Services	1%	\$ 78	2,545,870	\$ 2,052,070	\$ 317,715	\$ 118,757	\$ 57,328	\$ -
53	Data Processing Services	3%	\$ 323	10,577,409	\$ 4,247,391	\$ 5,631,771	\$ 512,247	\$ 186,000	\$ -
61	Community Services	0%	\$ 45	1,477,002	\$ 1,077,235	\$ 116,592	\$ 29,750	\$ 253,425	\$ -
81	Facilities Acquisition and Construction	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
91	Recapture Payment to state	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
92	Recapture Incremental Costs	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
93	Shared Service Arrangement	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
99	Inter-Governmental Charges	1%	\$ 60	1,969,250	\$ -	\$ 1,969,250	\$ -	\$ -	\$ -
	<b>Total Budgeted Expenditures</b>	<b>100%</b>	<b>9,594</b>	<b>\$ 314,005,610</b>	<b>\$ 248,895,852</b>	<b>\$ 37,959,020</b>	<b>\$ 16,694,488</b>	<b>\$ 10,436,250</b>	<b>\$ 20,000</b>

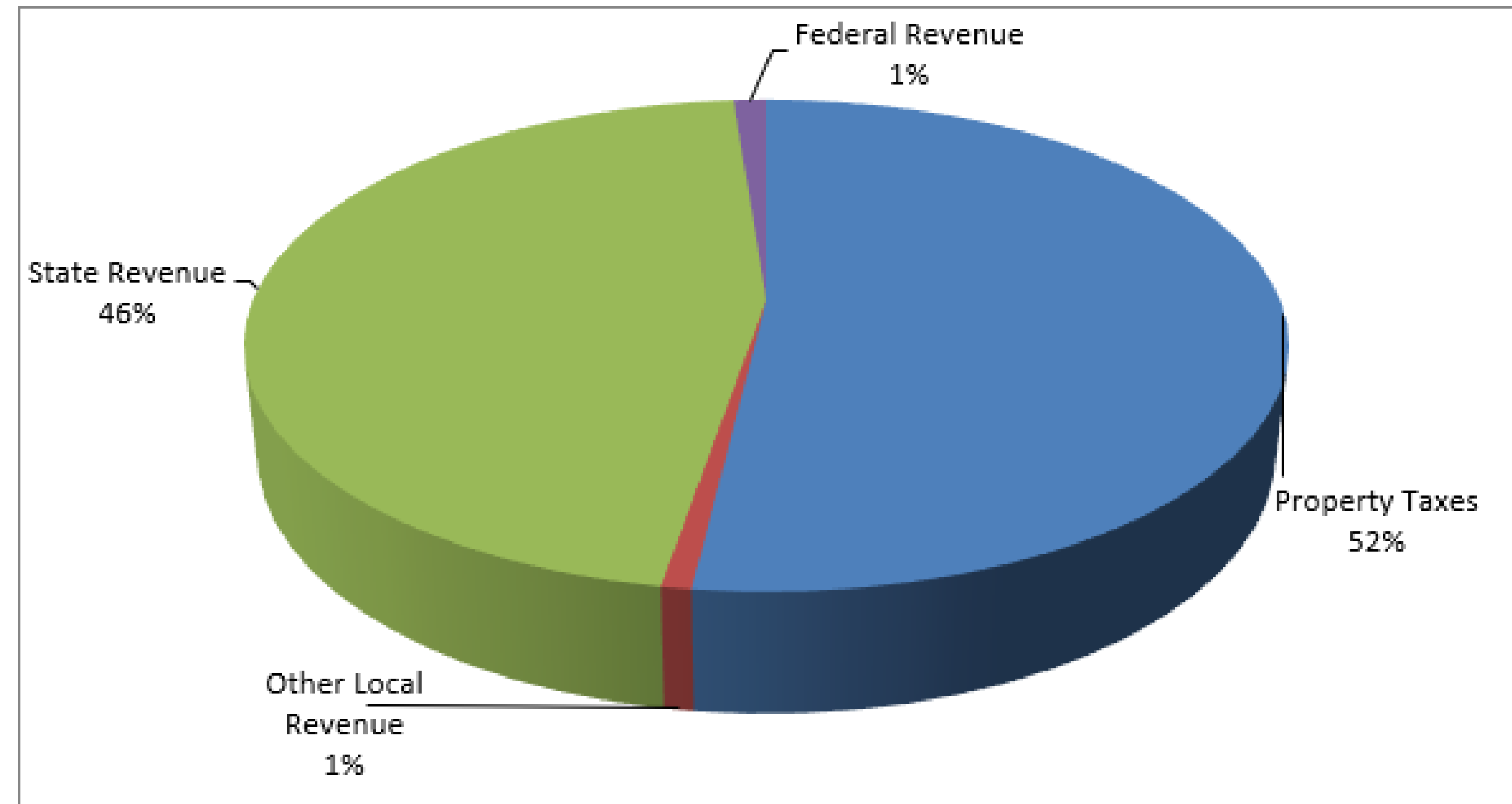
00-79XX	Operating Transfer In	\$ (2)	(70,000)
00-89XX	Operating Transfer Out	\$ 17	550,000
	<b>Total Exp &amp; Operating Transfer Out</b>	<b>\$ 15</b>	<b>480,000</b>
	<b>Estimated Increase (Decrease) to Fund Balance</b>	<b>\$ (0)</b>	<b>\$ -</b>



<b>Expenditure Object Code Summary</b>						
6100	Salaries and Benefits	\$	7,605	\$ 248,895,852		
6200	Contracted Services	\$	1,160	\$ 37,959,020	(includes recapture obj 6224 if any and lobbying obj 6214)	\$ 1,500
6300	Supplies and Materials	\$	510	\$ 16,694,488		
6400	Other Operating Expenses	\$	319	\$ 10,436,250	(includes statutorily required postings in newspaper obj 6491)	\$ 20,600
6600	Capital Outlay	\$	1	\$ 20,000		
7900	Operating Transfer In	\$	(2)	\$ (70,000)		
8900	Operating Transfer Out	\$	17	\$ 550,000		
	<b>Total Exp &amp; Operating Transfer Out</b>	\$	9,608	<b>\$ 314,485,610</b>		
				\$ -		
	<b>Estimated Fund Balance at of 6/30/21</b>			<b>\$ 111,585,291</b>		
	<b>Estimated Fund Balance at of 6/30/22</b>			<b>\$ 89,429,291</b>		
				\$ 22,156,000	One Time Expenditures	

## Revenue

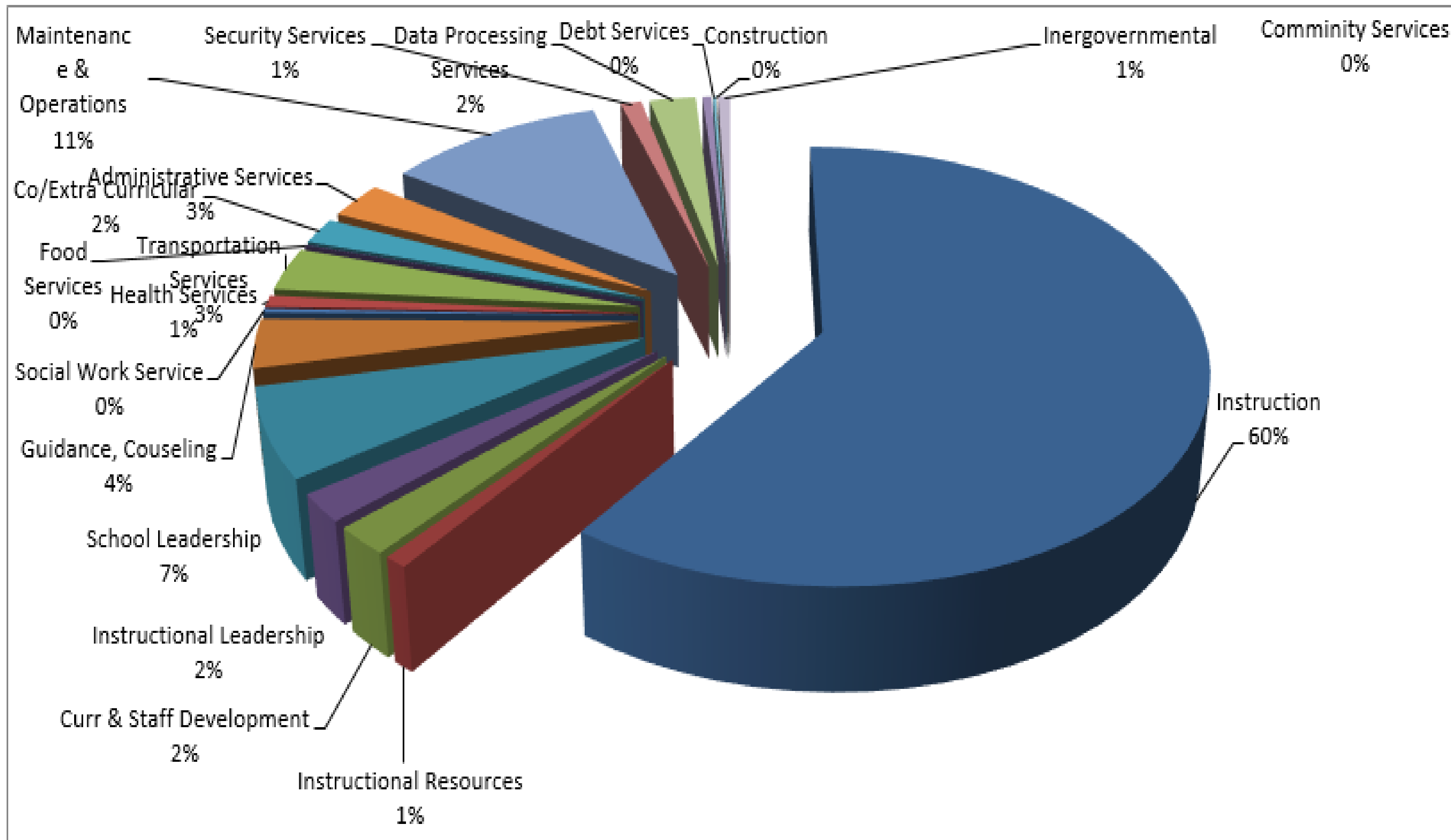
Property Taxes	\$ 163,200,000	52%
Other Local Revenue	\$ 2,500,000	1%
State Revenue	\$ 144,985,610	46%
Federal Revenue	\$ 3,800,000	1%
<b>Total Estimated Revenues</b>	<b>\$ 314,485,610</b>	<b>100%</b>



*\$53 per attendee per school day*

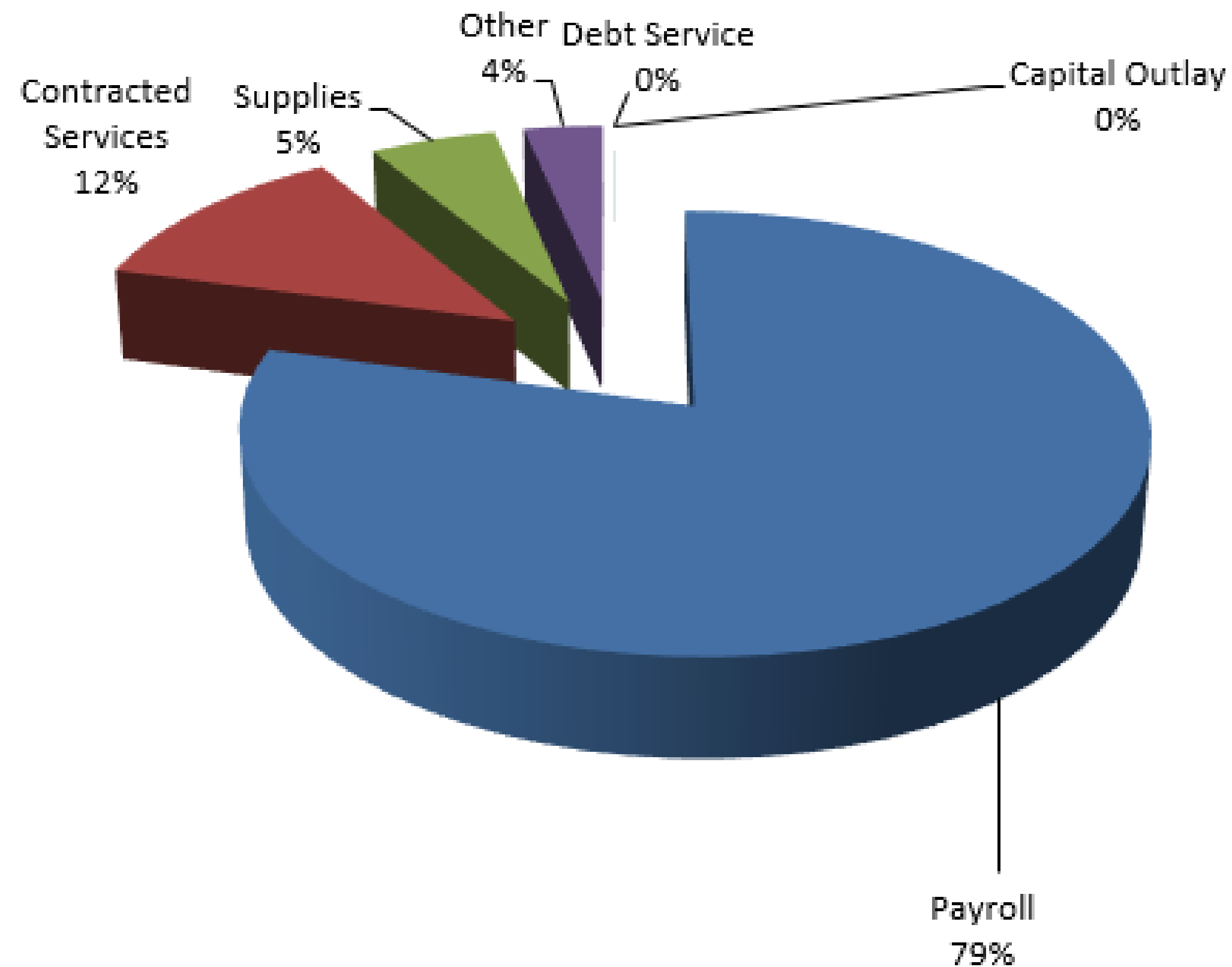
# General Fund

## Expenditures by Function



Function Code	Budgeted Expenditures	%	Per Enrolled 32,730	Totals
11	Instruction	60%	\$ 5,751	\$ 188,222,263
12	Instructional Resources & Media Svcs	1%	\$ 71	2,334,270
13	Curr & Instructional Staff Development	2%	\$ 189	6,192,063
21	Instructional Leadership	2%	\$ 201	6,572,486
23	School Leadership	7%	\$ 663	21,706,538
31	Guidance & Counseling Services	4%	\$ 411	13,441,605
32	Social Services	0%	\$ 41	1,339,176
33	Health Services	1%	\$ 90	2,935,834
34	Pupil Transportation	2%	\$ 237	7,746,553
36	Co-Curricular Activities	2%	\$ 227	7,420,234
41	General Administration	3%	\$ 290	9,503,668
51	Plant Maintenance	10%	\$ 917	30,021,389
52	Security & Monitoring Services	1%	\$ 78	2,545,870
53	Data Processing Services	3%	\$ 323	10,577,409
61	Community Services	0%	\$ 45	1,477,002
81	Facilities Acquisition and Construction	0%	\$ -	-
91	Recapture Payment to state	0%	\$ -	-
92	Recapture Incremental Costs	0%	\$ -	-
93	Shared Service Arrangement	0%	\$ -	-
99	Inter-Governmental Charges	1%	\$ 60	1,969,250
<b>Total Budgeted Expenditures</b>		<b>100%</b>	<b>9,594</b>	<b>\$ 314,005,610</b>

## Expenditures By Object

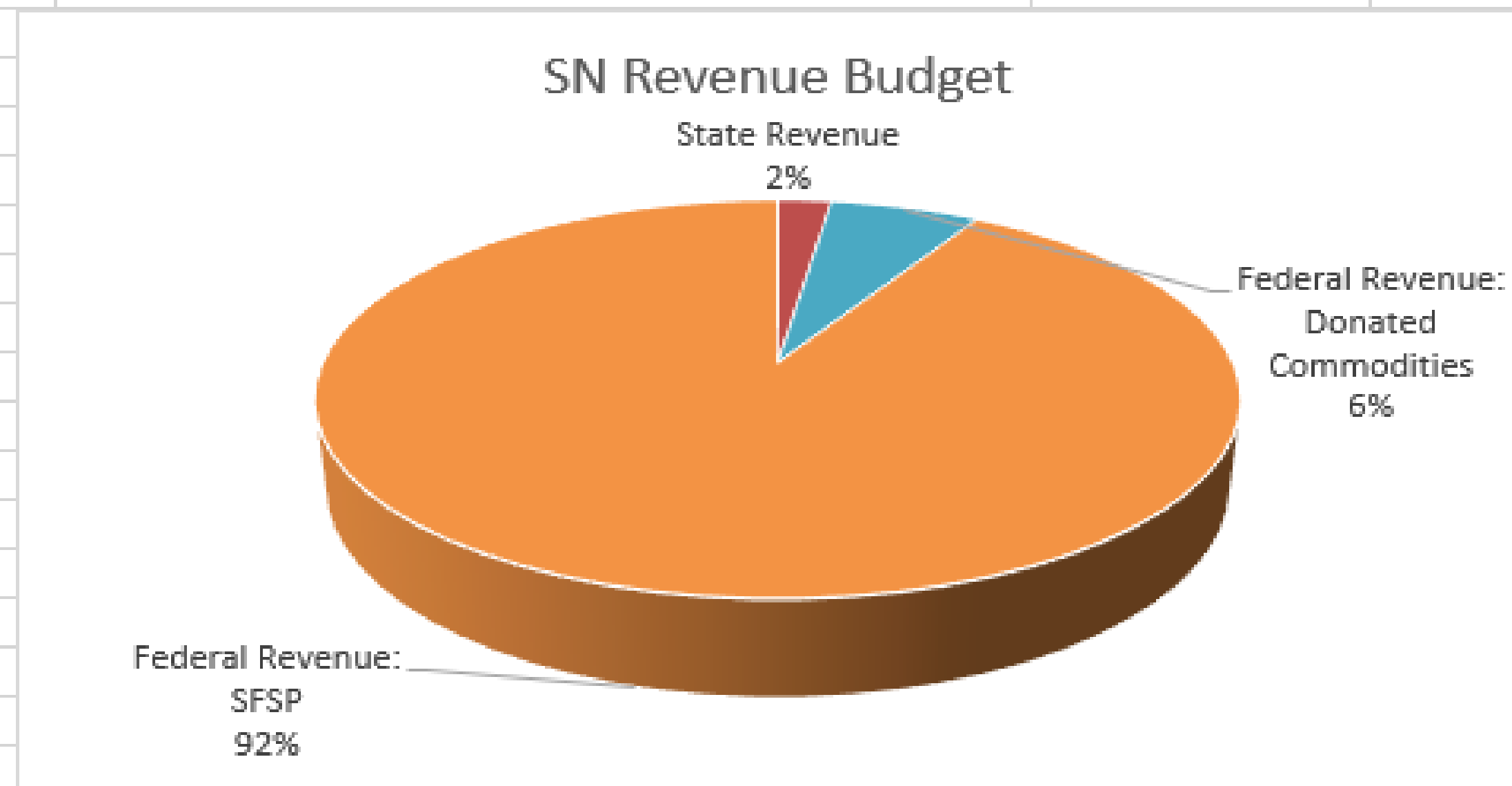


Expenditure Object Code Summary					
6100	Salaries and Benefits	\$ 7,605	\$248,895,852		
6200	Contracted Services	\$ 1,160	\$ 37,959,020	(includes recapture obj 6224 if any and lobbying obj 6214)	\$ 1,500
6300	Supplies and Materials	\$ 510	\$ 16,694,488		
6400	Other Operating Expenses	\$ 319	\$ 10,436,250	(includes statutorily required postings in newspaper obj 6491)	\$ 20,600 <sup>88</sup>
6600	Capital Outlay	\$ 1	\$ 20,000		
7900	Operating Transfer In	\$ (2)	\$ (70,000)		
8900	Operating Transfer Out	\$ 17	\$ 550,000		
	<b>Total Exp &amp; Operating Transfer Out</b>	<b>\$ 9,608</b>	<b>\$314,485,610</b>		

# School Nutrition

## REVENUE

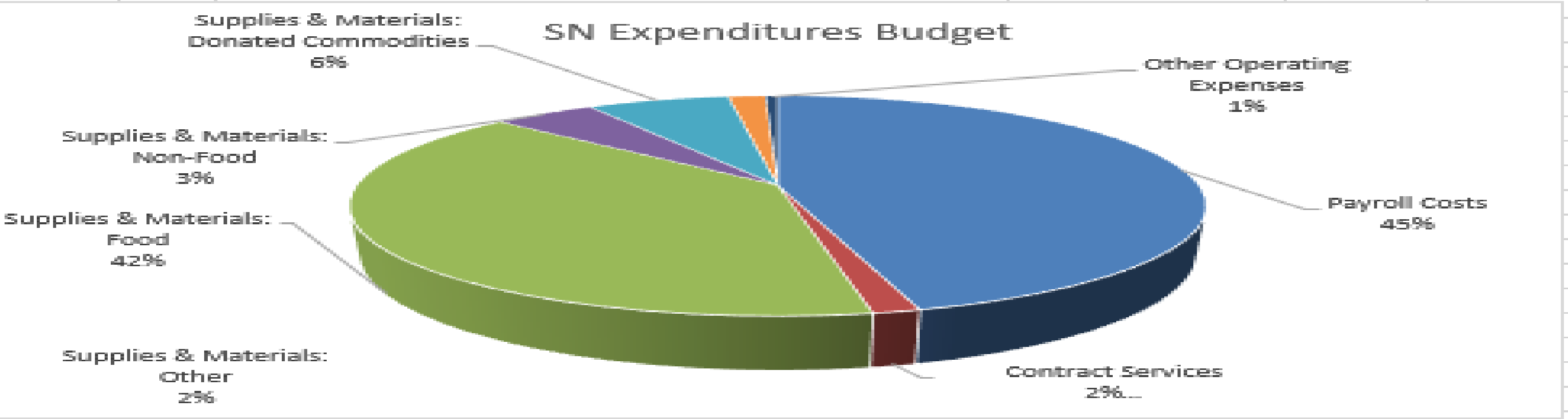
Object Code	Revenue	Beginning/ Original Budget	%	Per Enrolled 32,730
5700	Local Sales & Interest	\$ 3,000	0%	
5800	State Revenue	\$ 413,000	2%	
5921	Federal Revenue: Breakfast Reimbursements	\$ -	0%	
5922	Federal Revenue: Lunch Reimbursements	\$ -	0%	
5923	Federal Revenue: Donated Commodities	\$ 1,166,997	6%	
5939	Federal Revenue: SFSP	\$ 17,122,497	92%	
<b>Total Revenue</b>		<b>\$ 18,705,494</b>	<b>100%</b>	<b>\$ 572</b>



# School Nutrition

## EXPENDITURES

Object Code	Fn Code	Expenditure	Beginning/ Original Budget	%	Per Enrolled 32,730
6100	35	Payroll Costs	\$ 8,179,853	44%	
6100	51	Payroll Costs	\$ 120,639	1%	
6200	35	Contracted Services	\$ 85,500	0%	
6200	51	Contracted Services	\$ 316,500	2%	
6341	35	Supplies & Materials: Food	\$ 7,798,005	42%	
6342	35	Supplies & Materials: Non-Food	\$ 550,000	3%	
6344	35	Supplies & Materials: Donated Commodities	\$ 1,166,997	6%	
63xx	35	Supplies & Materials: Other	\$ 340,000	2%	
6400	35	Other Operating Expenses	\$ 148,000	1%	
			<b>\$ 18,705,494</b>	<b>100%</b>	<b>\$ 572</b>
6600		Capital Outlay	\$ -		
<b>Total Expenditures</b>			<b>\$ 18,705,494</b>		<b>\$ 572</b>
			\$ -		
		Fund Balance estimated at 6/30/21	\$ 5,500,000		
		Change estimated during 2021/22	\$ -		
		Fund Balance estimated 6/30/22	\$ 5,500,000		



# Debt Service

REVENUE		Beginning/ Original Budget	%	Per Enrolled 32,730
571x	Local Revenue-Property taxes	\$ 19,008,741	99%	
574x	Local Revenue-interest	\$ 10,000	0%	
5800	State Revenue (homestead exemption made whole)	\$ 231,925	1%	
7900	Other Resources - Bond Issuance Costs	\$ -	0%	
<b>Total Revenue</b>		<b>\$ 19,250,666</b>	<b>100%</b>	<b>\$ 588</b>

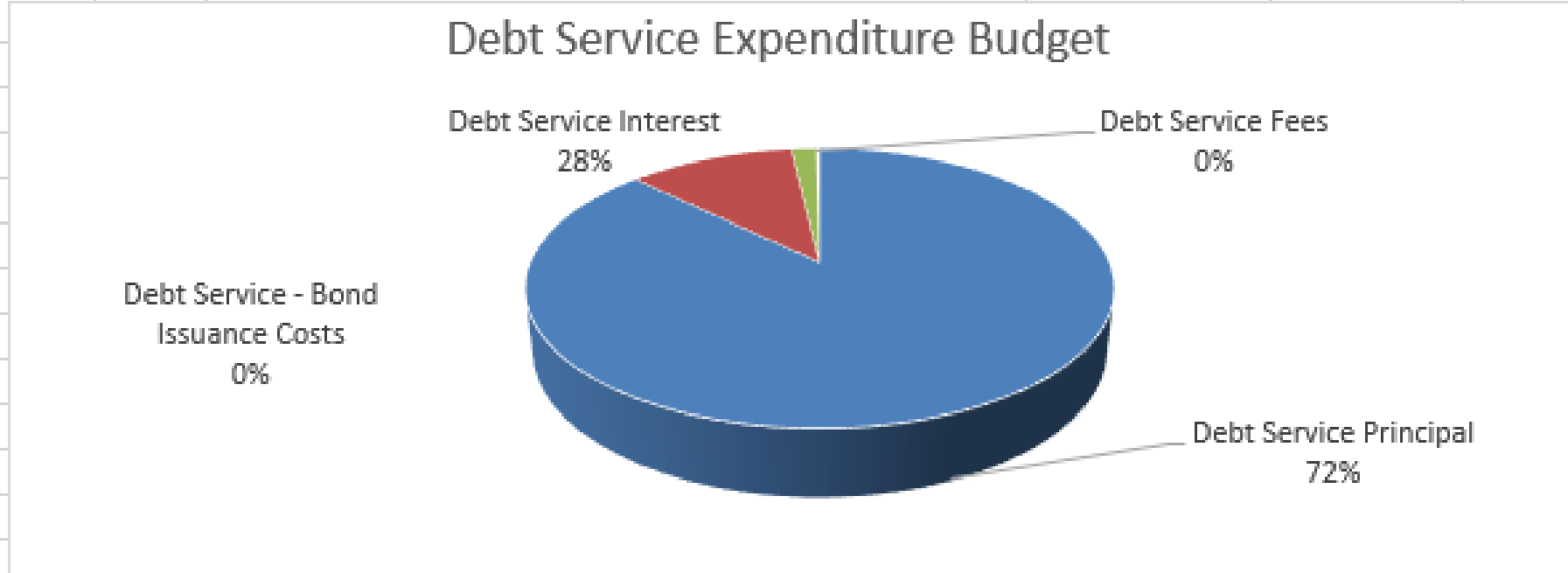
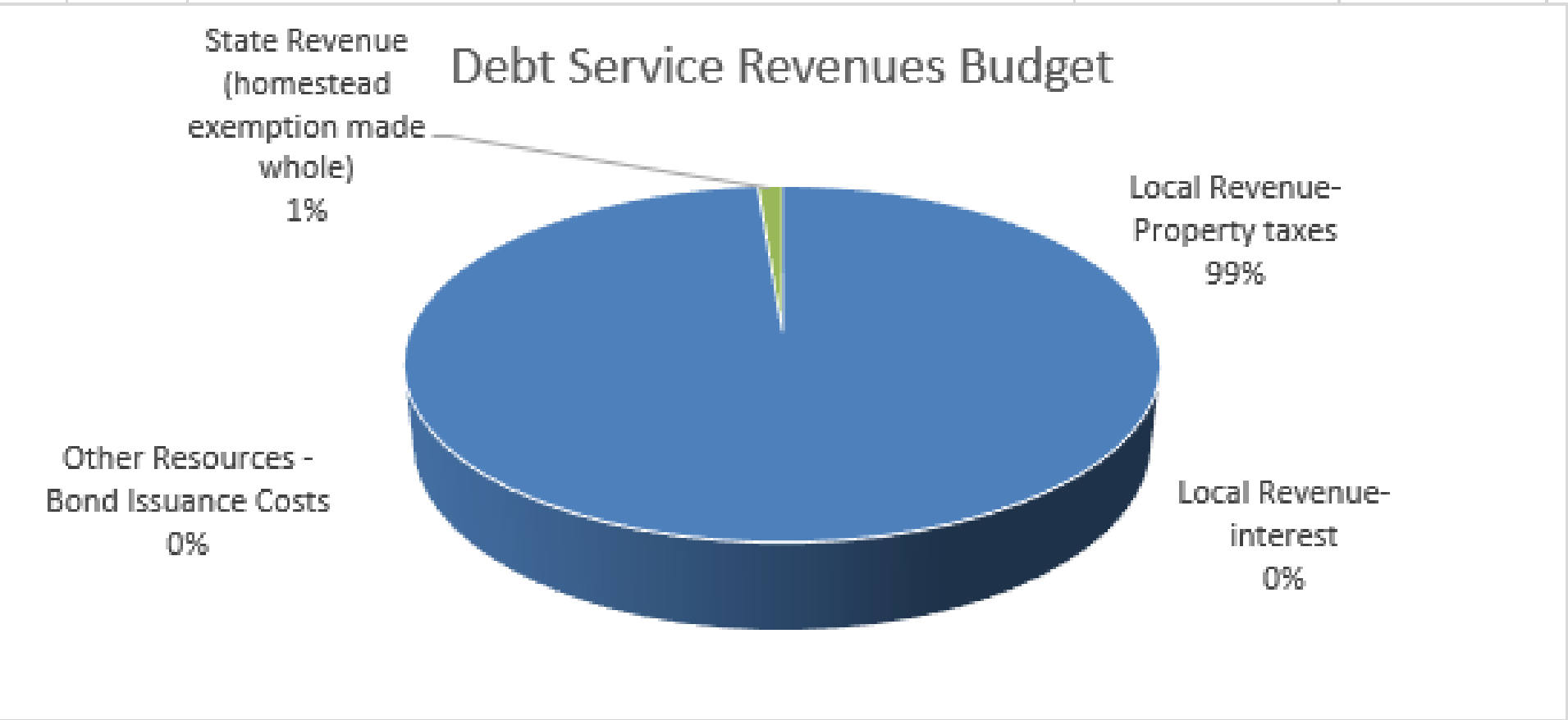
EXPENDITURES		Beginning/ Original Budget	%	Per Enrolled 32,730
6511	Debt Service Principal	\$ 13,795,000	72%	
6521	Debt Service Interest	\$ 5,445,666	28%	
6524	Debt Service - Bond Issuance Costs	\$ -	0%	
6599	Debt Service Fees	\$ 10,000	0%	
8900	Debt Service - Bond Issuance Costs	\$ -	0%	
<b>Total Expenditures - Function 71</b>		<b>\$ 19,250,666</b>	<b>100%</b>	<b>\$ 588</b>

**Net Change in Fund Balance**

Fund Balance estimated at 6/30/21	\$ 17,500,000
Change estimated during 2021/22	\$ -
Fund Balance estimated 6/30/22	\$ 17,500,000



**Notes** Debt Service payments are due in Feb and August of each year.

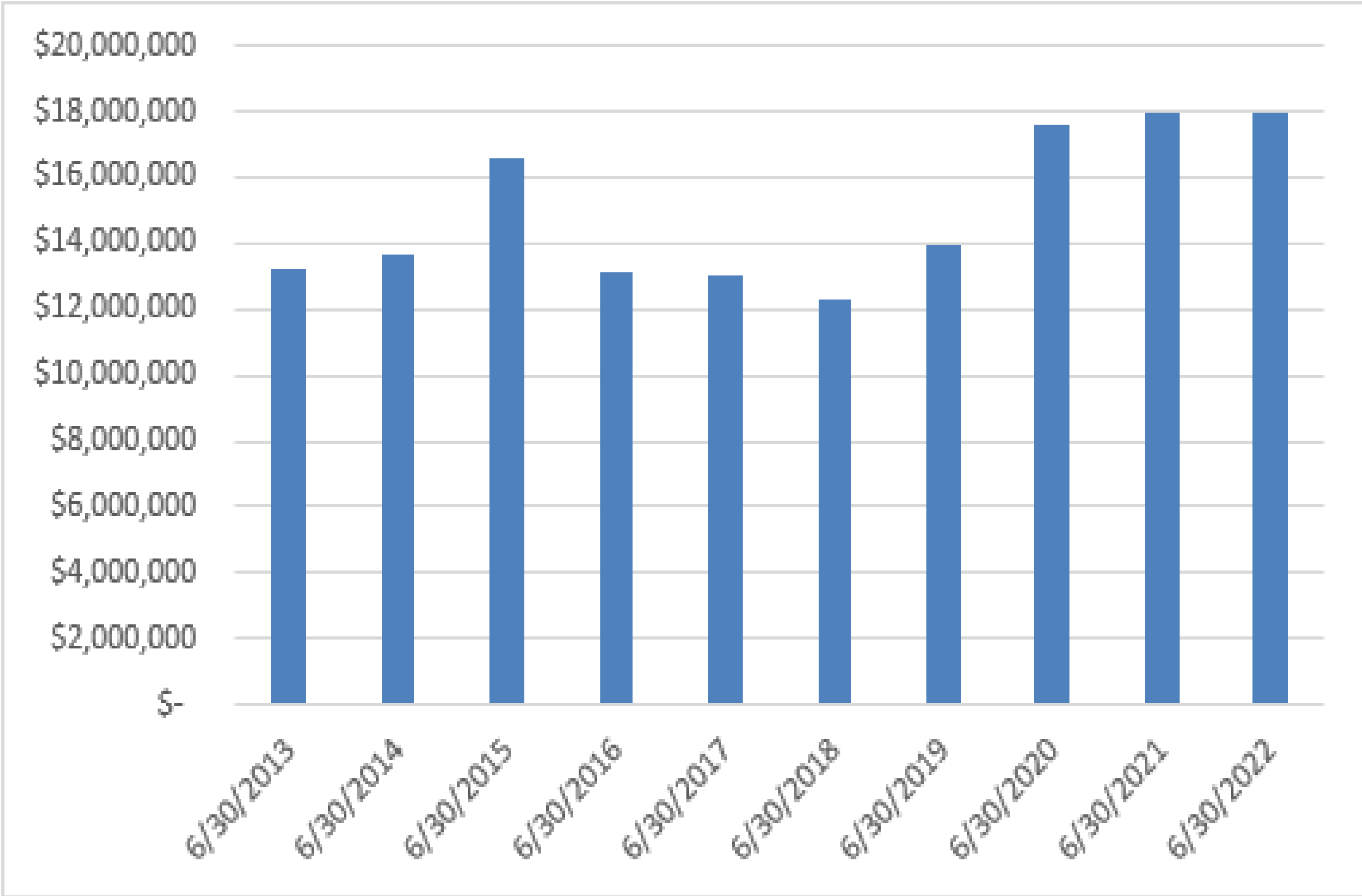


**Additional revenues of \$5.69 million is included to pre-pay callable bonds to save \$2.5 million in future interest costs**

# Debt Service

Fund Balance		
6/30/2013	\$ 13,167,686	actual
6/30/2014	\$ 13,638,997	actual
6/30/2015	\$ 16,547,593	actual
6/30/2016	\$ 13,147,887	actual
6/30/2017	\$ 13,013,721	actual
6/30/2018	\$ 12,270,856	actual
6/30/2019	\$ 13,904,664	actual
6/30/2020	\$ 17,590,813	actual
6/30/2021	\$ 18,000,000	estimated
6/30/2022	\$ 18,000,000	estimated

healthy





# Ector County ISD

# Budget & Tax Rate Hearing

# 2021 – 2022

93

# Maximum Compressed Rate (MCR)

## Texas Education Agency

These numbers are illustrative only and do not constitute a legal opinion of the TEA. Districts should in all cases consult with their tax attorney before adopting a tax rate.		
<b>ECTOR COUNTY ISD</b>		
District's total adopted TY 2020 M&O tax rate	\$1.0547	
Enter TY 2020 Tax effort adopted by district in response to a disaster under 26.08 (a-1), Tax	\$ -	Enter TY 2020 disaster pennies
District's total adopted TY 2020 M&O tax rate net of pennies adopted to respond to disaster	\$1.0547	
<b>Maximum Tier one tax rate (limited to 90% of highest taxing district)</b>	<b>\$0.9134</b>	
Golden Pennies	\$0.0800	
Copper Pennies	\$0.0583	
Unequalized pennies for certain Harris County districts under special law	\$0.0000	
<b>TY 2021 Total tax rate with no increase</b>	<b>\$1.0517</b>	
<b>Voter Approval (Rollback) Tax Rate for TY 2021</b>		
Section 26.08 (n) (A) District Maximum Compressed Tax Rate (MCR)	\$0.9134	
(B) (i) Districts TY 2020 enrichment Tax rate	\$0.1383	
(B) (ii) 5 cents if applicable	\$0.0000	
Enter TY 2021 Tax effort adopted by district in response to a disaster under 26.08 (a-1), Tax	\$ -	Enter any disaster pennies adopted for TY 2021
TY 2021 I&S Tax Rate	\$ 0.1262	Enter debt service tax rate
<b>Voter Approval Tax Rate</b>	<b>\$1.17792</b>	



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT:** DISCUSSION OF AND REQUEST FOR APPROVAL OF ADOPTION OF 2021-2022 OFFICIAL BUDGET

**DATE:** June 15, 2021

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On June 15, 2021 the 2021-2022 Official Budget will be presented for Adoption.

\*\*\*\*\*

Administrative Recommendation:

Adoption of the 2021-2022 Official Budget.



**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
REVENUES, APPROPRIATIONS AND OTHER FINANCING SOURCES  
REQUIRED BUDGETS TO ADOPT  
2021-2022**

<u>Codes</u>		<u>GENERAL FUND</u>	<u>SCHOOL NUTRITION FUND</u>	<u>DEBT SERVICE FUND</u>
		<u>2021-2022 PROPOSED BUDGET</u>	<u>2021-2022 PROPOSED BUDGET</u>	<u>2021-2022 PROPOSED BUDGET</u>
<b>REVENUES</b>				
5700	Local and Intermediate	165,700,000	3,000	19,018,741
5800	State	144,985,610	413,000	231,925
5900	Federal	3,800,000	18,289,494	-
	Total - All Revenues	<u>314,485,610</u>	<u>18,705,494</u>	<u>19,250,666</u>
<b>APPROPRIATIONS</b>				
11	Instruction	188,222,263	-	-
12	Instructional Resources and Media Services	2,334,270	-	-
13	Curriculum and Staff Development	6,192,063	-	-
21	Instructional Leadership	6,572,486	-	-
23	School Leadership	21,706,538	-	-
31	Guidance, Counseling and Evaluation Services	13,441,605	-	-
32	Social Work Services	1,339,176	-	-
33	Health Services	2,935,834	-	-
34	Student Transportation	7,746,553	-	-
35	Food Services	-	18,268,355	-
36	Co/Extra Curricular Activities	7,420,234	-	-
41	General Administration	9,503,668	-	-
51	Plant Maintenance and Operations	30,021,389	437,139	-
52	Security and Monitoring Services	2,545,870	-	-
53	Data Processing Services	10,577,409	-	-
61	Community Services	1,477,002	-	-
71	Debt Services	-	-	19,250,666
81	Facilities Acquisition and Construction	-	-	-
91	Contracted Instructional Services	-	-	-
99	Intergovernmental Charges	1,969,250	-	-
	Total - All Appropriations	<u>314,005,610</u>	<u>18,705,494</u>	<u>19,250,666</u>
<b>OTHER FINANCING SOURCES/(USES)</b>				
7000	Other Financing Sources	(70,000)	-	-
8000	Other Financing Uses	550,000	-	-
	Total - Other Financing Sources (Uses)	<u>480,000</u>	<u>-</u>	<u>-</u>
	Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	<u>-</u>	<u>-</u>	<u>-</u>
	Fund Balance Beginning (Estimated)	111,585,291	5,500,000	17,500,000
	One Time Expenditures	22,156,000	-	-
3000	Fund Balance Ending (Estimated)	<u>89,429,291</u>	<u>5,500,000</u>	<u>17,500,000</u>

**Ector County Independent School District  
General Operating Fund 199  
Adopted Budget by Function and Object  
for Fiscal Year 2021 - 2022  
at June 15, 2021**



Object Code	Estimated Revenue	Per		
		Enrolled	2021- 2022	
		32,730	Budget	
5700	Local Revenue	\$ 5,063	\$165,700,000	(Includes property tax collections which are based on CURRENT YEAR estimated valuations)
5800	State Revenue	\$ 4,430	144,985,610	
5900	Federal Revenue	\$ 116	3,800,000	
<b>Total Estimated Revenue</b>		<b>\$ 9,608</b>	<b>\$314,485,610</b>	

Function Code	Budgeted Expenditures	%	Per							
			Enrolled	Totals	6100	6200	6300	6400	6600	
			32,730							
11	Instruction	60%	\$ 5,751	\$188,222,263	\$ 164,280,301	\$14,498,924	\$ 8,368,103	\$ 1,074,935	\$ -	
12	Instructional Resources & Media Svcs	1%	\$ 71	2,334,270	\$ 2,067,480	\$ 76,829	\$ 129,196	\$ 60,765	\$ -	
13	Curr & Instructional Staff Development	2%	\$ 189	6,192,063	\$ 4,330,516	\$ 914,822	\$ 176,129	\$ 770,596	\$ -	
21	Instructional Leadership	2%	\$ 201	6,572,486	\$ 5,270,345	\$ 522,543	\$ 359,508	\$ 420,090	\$ -	
23	School Leadership	7%	\$ 663	21,706,538	\$ 19,579,931	\$ 230,132	\$ 1,099,979	\$ 796,496	\$ -	
31	Guidance & Counseling Services	4%	\$ 411	13,441,605	\$ 11,836,898	\$ 434,738	\$ 1,022,719	\$ 147,250	\$ -	
32	Social Services	0%	\$ 41	1,339,176	\$ 618,815	\$ 409,742	\$ 287,619	\$ 23,000	\$ -	
33	Health Services	1%	\$ 90	2,935,834	\$ 2,770,269	\$ 15,300	\$ 108,265	\$ 42,000	\$ -	
34	Pupil Transportation	2%	\$ 237	7,746,553	\$ 6,068,206	\$ 176,000	\$ 1,191,500	\$ 290,847	\$ 20,000	
36	Co-Curricular Activities	2%	\$ 227	7,420,234	\$ 3,738,436	\$ 713,550	\$ 643,350	\$ 2,324,898	\$ -	
41	General Administration	3%	\$ 290	9,503,668	\$ 6,409,607	\$ 1,803,690	\$ 331,451	\$ 958,920	\$ -	
51	Plant Maintenance	10%	\$ 917	30,021,389	\$ 14,548,352	\$10,127,422	\$ 2,315,915	\$ 3,029,700	\$ -	
52	Security & Monitoring Services	1%	\$ 78	2,545,870	\$ 2,052,070	\$ 317,715	\$ 118,757	\$ 57,328	\$ -	
53	Data Processing Services	3%	\$ 323	10,577,409	\$ 4,247,391	\$ 5,631,771	\$ 512,247	\$ 186,000	\$ -	
61	Community Services	0%	\$ 45	1,477,002	\$ 1,077,235	\$ 116,592	\$ 29,750	\$ 253,425	\$ -	
81	Facilities Acquisition and Construction	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	
91	Recapture Payment to state	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	
92	Recapture Incremental Costs	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	
93	Shared Service Arrangement	0%	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	
99	Inter-Governmental Charges	1%	\$ 60	1,969,250	\$ -	\$ 1,969,250	\$ -	\$ -	\$ -	
<b>Total Budgeted Expenditures</b>			<b>100%</b>	<b>9,594</b>	<b>\$314,005,610</b>	<b>\$ 248,895,852</b>	<b>\$37,959,020</b>	<b>\$ 16,694,488</b>	<b>\$ 10,436,250</b>	<b>\$ 20,000</b>

<b>Totals</b>		\$314,005,610	\$ 248,895,852	\$37,959,020	\$ 16,694,488	\$ 10,436,250	\$ 20,000
<b>Diff</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			<b>79%</b>	<b>12%</b>	<b>5%</b>	<b>3%</b>	<b>0.0%</b>

00-79XX	Operating Transfer In	\$ (2)	(70,000)
00-89XX	Operating Transfer Out	\$ 17	550,000
<b>Total Exp &amp; Operating Transfer Out</b>		<b>\$ 15</b>	<b>480,000</b>

**Estimated Increase (Decrease) to Fund Balance** **\$ (0) \$ -**

Expenditure Object Code	Summary			
6100	Salaries and Benefits	\$ 7,605	\$248,895,852	
6200	Contracted Services	\$ 1,160	\$ 37,959,020	(includes recapture obj 6224 if any and lobbying obj 6214) \$ 1,500
6300	Supplies and Materials	\$ 510	\$ 16,694,488	
6400	Other Operating Expenses	\$ 319	\$ 10,436,250	(includes statutorily required postings in newspaper obj 6491) \$ 20,600
6600	Capital Outlay	\$ 1	\$ 20,000	
7900	Operating Transfer In	\$ (2)	(70,000)	
8900	Operating Transfer Out	\$ 17	\$ 550,000	
<b>Total Exp &amp; Operating Transfer Out</b>		<b>\$ 9,608</b>	<b>\$314,485,610</b>	
			\$ -	

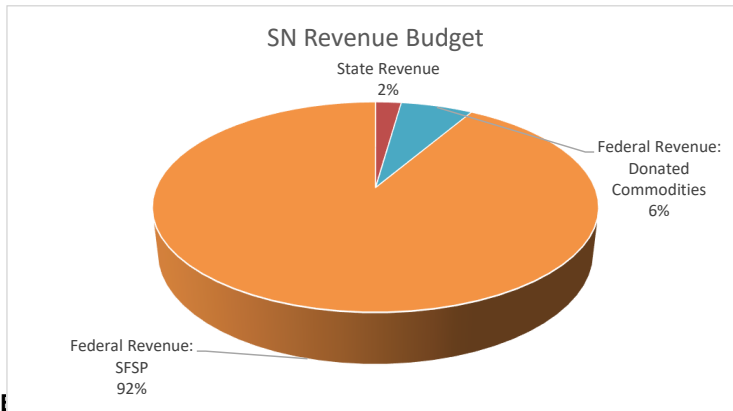
**Estimated Fund Balance at of 6/30/21** **\$111,585,291**  
**Estimated Fund Balance at of 6/30/22** **\$ 89,429,291**  
**\$ 22,156,000** One Time Expenditures

**Ector County Independent School District  
 School Nutrition Fund 240  
 Statement of Revenues and Expenditures  
 Budget 2021/2022  
 as of 6/15/21**



**REVENUE**

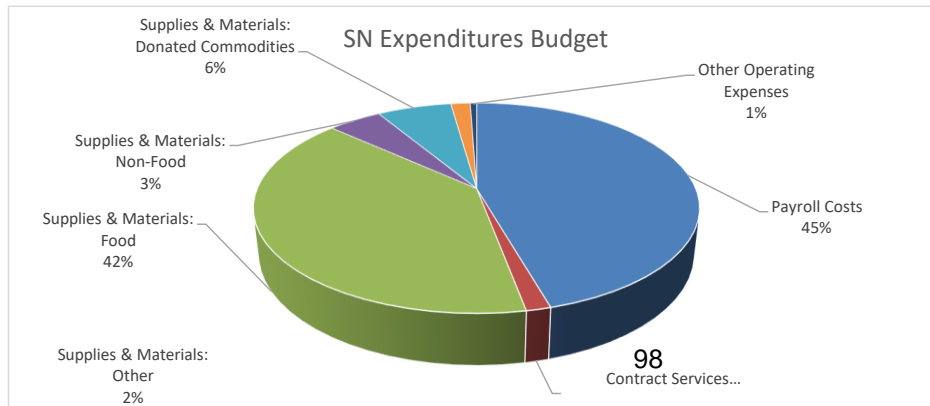
Object Code	Revenue	Beginning/Original Budget	%	Per Enrolled 32,730
5700	Local Sales & Interest	\$ 3,000	0%	
5800	State Revenue	\$ 413,000	2%	
5921	Federal Revenue: Breakfast Reimbursements	\$ -	0%	
5922	Federal Revenue: Lunch Reimbursements	\$ -	0%	
5923	Federal Revenue: Donated Commodities	\$ 1,166,997	6%	
5939	Federal Revenue: SFSP	\$ 17,122,497	92%	
<b>Total Revenue</b>		<b>\$ 18,705,494</b>	<b>100%</b>	<b>\$ 572</b>



**EXPENDITURE**

Object Code	Fn Code	Expenditure	Beginning/Original Budget	%	Per Enrolled 32,730
6100	35	Payroll Costs	\$ 8,179,853	44%	
6100	51	Payroll Costs	\$ 120,639	1%	
6200	35	Contracted Services	\$ 85,500	0%	
6200	51	Contracted Services	\$ 316,500	2%	
6341	35	Supplies & Materials: Food	\$ 7,798,005	42%	
6342	35	Supplies & Materials: Non-Food	\$ 550,000	3%	
6344	35	Supplies & Materials: Donated Commodities	\$ 1,166,997	6%	
63xx	35	Supplies & Materials: Other	\$ 340,000	2%	
6400	35	Other Operating Expenses	\$ 148,000	1%	
			<b>\$ 18,705,494</b>	<b>100%</b>	<b>\$ 572</b>
6600		Capital Outlay	\$ -		
<b>Total Expenditures</b>			<b>\$ 18,705,494</b>		<b>\$ 572</b>

Fund Balance estimated at 6/30/21	\$ -
Change estimated during 2021/22	\$ 5,500,000
Fund Balance estimated 6/30/22	\$ -
	\$ 5,500,000

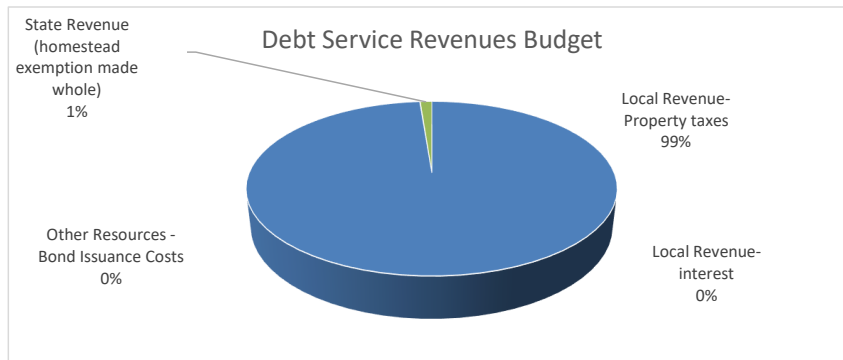


**Ector County Independent School District  
Debt Service Fund 599  
Revenues and Expenditures  
Budget FY 2021/22  
at 6/15/21**



**REVENUE**

Object Code	Revenue	Beginning/ Original Budget	%	Per Enrolled 32,730
571x	Local Revenue-Property taxes	\$ 19,008,741	99%	
574x	Local Revenue-interest	\$ 10,000	0%	
5800	State Revenue (homestead exemption made whole)	\$ 231,925	1%	
7900	Other Resources - Bond Issuance Costs	\$ -	0%	
<b>Total Revenue</b>		<b>\$ 19,250,666</b>	<b>100%</b>	<b>\$ 588</b>



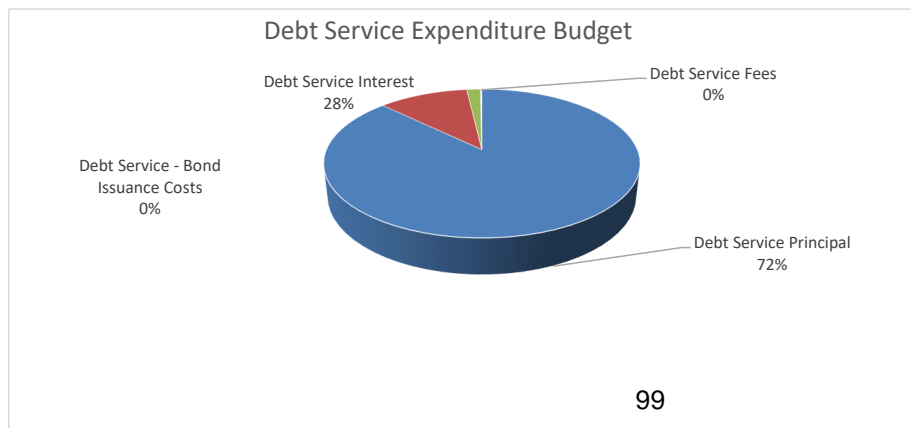
**EXPENDITURES**

Object Code	Expenditure	Beginning/ Original Budget	%	Per Enrolled 32,730
6511	Debt Service Principal	\$ 13,795,000	72%	
6521	Debt Service Interest	\$ 5,445,666	28%	
6524	Debt Service - Bond Issuance Costs	\$ -	0%	
6599	Debt Service Fees	\$ 10,000	0%	
8900	Debt Service - Bond Issuance Costs	\$ -	0%	
<b>Total Expenditures - Function 71</b>		<b>\$ 19,250,666</b>	<b>100%</b>	<b>\$ 588</b>

**Net Change in Fund Balance**

Fund Balance estimated at 6/30/21	\$ 17,500,000
Change estimated during 2021/22	\$ -
Fund Balance estimated 6/30/22	<u>\$ 17,500,000</u>

**Notes** Debt Service payments are due in Feb and August of each year.





## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT:** **DISCUSSION AND REQUEST FOR APPROVAL OF RESOLUTION COMMITTING FUND BALANCE IN ACCORDANCE WITH GASB 54**

**DATE:** June 15, 2021

---

The Governmental Accounting Standards Board (GASB) released Statement 54 “Fund Balance Reporting and Governmental Fund Type Definitions” on March 11, 2009 requiring the district’s highest level of decision-making authority to approve categories for fund balance commitment or assignment. In accordance with GASB 54, we are asking the Board of Trustees to approve the following categories for fund balance commitment:

- Major Maintenance and Renovation Expenditures
- Self-Insurance Expenditures
- Technology Infrastructure and Computers Expenditures
- School Buses and Vehicles Expenditures
- Roofing and HVAC Expenditures
- Invest in Talent one-time stipend Expenditures
- Transportation Bus GPS and ridership participation Expenditures
- Career Technology Expenditures
- Furniture, Marquee signs Expenditures
- District 100<sup>th</sup> birthday celebration Expenditures
- Employee Housing
- Campus Discretionary Funds
- Student Activity Funds
- Special Revenue Funds

\*\*\*\*\*

Administrative Recommendation: 100  
Approval of Resolution Committing Fund Balance in Accordance with GASB 54.

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
RESOLUTION OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**WHEREAS**, the Governmental Accounting Standards Board (“GASB”) adopted Statement 54 (“GASB 54”), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010.

**WHEREAS**, Ector County Independent School District (“ECISD”) elects to implement GASB 54 requirements, and to apply such requirements to its financial statements.

**NOW THEREFORE BE IT RESOLVED** that ECISD Board of Trustees commits or assigns portions of its June 30, 2021, General Fund Balance as follows:

- Major Maintenance and Renovation Expenditures
- Self-Insurance Expenditures
- Technology Infrastructure and Computers Expenditures
- School Buses and Vehicles Expenditures
- Roofing and HVAC Expenditures
- Invest in Talent one-time stipend Expenditures
- Transportation Bus GPS and ridership participation Expenditures
- Career Technology Expenditures
- Furniture, Marquee signs Expenditures
- District 100<sup>th</sup> birthday celebration Expenditures
- Employee Housing
- Campus Discretionary Funds
- Student Activity Funds
- Special Revenue Funds

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees



# Ector County Independent School District

## Action Page

**TO:** Board of Trustees

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

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

**DATE:** June 15, 2021

As Required by Board Policy CH (Local), attached is a list of contracts/projects to be awarded by purchase orders once approved. (If no purchase over \$50,000 is attached, the agenda item is retained should a purchase item occur between the agenda posting deadline and the Board meeting). Listed below are the purchase requests that meet this requirement this month.

	VENDOR	SERVICE/ PRODUCT	ESTIMATED CONTRACT PRICE	FUNDING	REQUESTOR
1.	7Mindsets Academy, LLC	RFP #21-04 Professional Services	\$ 1,324,830 (3-years)	ESSER III	Chelsea Reyes/Nancy Vanley
2.	KnowledgeWorks Foundation	RFP #21-11 Professional Services	\$ 889,602 (3-years)	ESSER III	Dr. Lilia Nanez
3.	OTIS Elevator Company	Contracted Services	\$ 1,008,225	General Funds	Patrick Young
4.	Atlantic Beverage Company, LLC Braun Beef Company C.H. Guenther & Son Harvest Hill Beverage Juice Churchfield Trading Company Cibus Brokerage Epalett.com Essence Bottling Company Foster Poultry Farms Kent Precision Foods Group Post-Consumer Brands Schreiber Foods International	IFB #21-17SN Dry, Refrigerated, and Frozen Food Contracted Services	\$ 1,800,000	School Nutrition	Brandon Reyes

	Sysco West Texas				
5.	GH Dairy of El Paso	IFB #21-18SN Milk and Dairy Delivery Items Contracted Services	\$ 1,800,000	School Nutrition	Brandon Reyes
6.	Bimbo Bakeries, USA	IFB #21-19SN Bread Delivery Items Contracted Services	\$ 21,000	School Nutrition	Brandon Reyes
7.	Braun Beef Company Byrne Brothers Foods, Inc. Calico Packaging, LLC Central Poly-Bag Corporation Daxwell Empire Paper Company Interboro Packaging Corporation Pollock Investments dba Pollock Paper Distributors Sysco West Texas	IFB #21-20SN Paper and Plastic Items Contracted Services	\$ 395,000	School Nutrition	Brandon Reyes
8.	CRE8AD8, LLC	IFB #21-22SN School Meals Home Delivery Contracted Services	\$ 50,000	School Nutrition	Brandon Reyes
9.	Mission Restaurant Supply	IFB #21-25SN Kitchen Equipment Contracted Services	\$ 89,535	School Nutrition	Brandon Reyes

### 1. 7MINDSETS ACADEMY, LLC

To obtain an evidence and research based Social Emotional Learning (SEL) Curriculum for PreK-12 grade students to include ADA compliant accessibility and availability in Spanish. Additionally, the curriculum will provide adult Social Emotional Learning (SEL) professional learning for teachers and staff members. The curriculum will align with and support Texas Essential Knowledge and Skills Standards. 7Mindsets Academy, LLC received the highest evaluation out of 12 bids received. 7Mindsets Academy, LLC is recommended to provide the best overall value to the District. The District is recommending to enter into a three-year partnership with 7Mindsets Academy, LLC. The premium renewal cost breakdown for three years per year are as follows: Year 1- \$614,650, Year 2- \$356,590, Year 3- \$356, 590. The total cost for this project is \$1,327,830.

**2. KNOWLEDGEWORKS FOUNDATION**

To provide guidance to the district in developing district leader, campus leader, teacher and student competency profiles needed for implementing Personalized Learning and provide support with launching taking to scale Personalized Learning across the system. KnowledgeWorks Foundation received the highest evaluation out of (4) bids received. KnowledgeWorks Foundation is recommended to provide the best overall value to the District. The District is recommending to enter into a three-year partnership with KnowledgeWorks Foundation. The premium renewal cost breakdown for three years per year are as follows: Year 1- \$308,700, Year 2- \$294,989, Year 3- \$285,913. The total cost for this project is \$889,602.

**3. OTIS ELEVATOR COMPANY**

Renovate and modernize nine elevators in the District. The District has nine elevators in that are out of date. This modernization project will fix reliability issues, make components readily available and no longer obsolete. All elevators will be 99% reliable modernizing them for the next 20 years. The total cost for this project is \$1,008,225.

**4. IFB #BID 21-17SN – DRY, REFRIGERATED, AND FROZEN FOOD**

Each year School Nutrition procures the highest quality foods at the most competitive prices for the students of the District. 14 suppliers are recommended to fulfil this service. The total cost for this service is \$1,800,000.

**5. IFB #21-18SN – MILK AND DAIRY DELIVERY ITEMS**

The School Nutrition Department is seeking delivery services for milk and other dairy products to campuses throughout the District for fiscal year 2021- 2022. GH Dairy of El Paso is the recommended supplier to fulfil this service. The total cost for this service is \$2,400,000.

**6. IFB#21-19SN – BREAD DELIVERY ITEMS**

The School Nutrition Department is seeking a bread delivery service to campuses throughout the District for fiscal year 2021- 2022. Bimbo Bakeries, USA is the recommended supplier to fulfil this service. The total cost for this service is \$90,000.

**7. IFB#21-20SN – PAPER AND PLASTIC ITEMS**

Each year School Nutrition procures paper and plastic items at the most competitive prices. Nine (9) suppliers are recommended to fulfil this service. The total cost for this service is \$395,000.

**8. IFB#21-22SN – SCHOOL MEALS HOME DELIVERY**

The School Nutrition Department is seeking to deliver breakfast and lunch meals to remote learning students within Ector County and surrounding counties for fiscal year 2021- 2022. CRE8AD8 LLC is the recommended supplier to fulfil this service. The total cost for this service is \$50,000.

**9. IFB#21-25SN – KITCHEN EQUIPMENT**

The School Nutrition department is seeking to replace five (5) ovens and five (5) ice makers for use in School Nutrition programs. Mission Restaurant Supply is the recommended supplier for this project. The total cost for this project is \$89,535.

\*\*\*\*\*

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



## RFP #21-04– Social Emotional Learning, Behavioral and Mental Health Program for Synchronous, Asynchronous and/or In-class Implementation

- **Purpose:** To obtain an evidence and research based Social Emotional Learning (SEL) Curriculum for Pre-K-12 grade students to include ADA compliant accessibility and availability in Spanish. Additionally, the curriculum will provide adult SEL professional learning for teachers and staff members. The curriculum will align with and support Texas Essential Knowledge and Skills Standards.
- **Background Info:** ALL of our students and staff have experienced trauma (to varying degrees) from the COVID-19 pandemic and the mass shooting of 2019. To address the unique mental and social emotional needs of our students, staff, and community, the implementation of a district wide SEL curriculum is paramount. Significant data indicates that universal SEL advances educational equity, improves student academic performance, student skills, attitudes, and prosocial behavior. Also, SEL improves classroom and school climate while decreasing inequity, anxiety, behavioral challenges and substance abuse. Research found the average return for investment from evidence-based programs was 11 to 1; this means for every dollar invested in SEL programming, districts save \$11 dollars that would have been spent on costly interventions, remediation, dropout prevention, recovery, etc. In alignment with our district strategic plan, “ECISD will build a district-wide awareness and commitment to develop, implement and integrate Social Emotional Learning (SEL) initiatives districtwide...” and the ECISD vision of “OUR students THE future” to prepare students to attain 2- or 4-year degrees, technical certifications, and/or join the military, ECISD is requesting the following Social Emotional Learning, Behavioral and Mental Health Program for Synchronous, Asynchronous and/or In-class Implementation for the 2021-22 school year.
- **Premium Renewal Cost:** Year 1- \$614,650, Year 2- \$356,590, Year 3- \$356, 590 (\$1,327,830 for 2021-2024)
- **Funding Source:** Elementary and Secondary School Emergency Relief Grant (ESSER III)
- **Recommended Supplier/Service Provider:** 7 Mindsets, a PreK- 12<sup>th</sup> grade Spanish bilingual social emotional learning curriculum.



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

RFP #21-04 for Social Emotional Learning, Behavioral and Mental Health Program for Synchronous, Asynchronous  
Closed: 2:00 PM on November 11, 2020

**TALLIED EVALUATION**

Evaluator	SUPPLIERS					
	7Mindsets Academy LLC	Committee for Children	EduGuide	Nasco Education LLC	Rethink Autism Inc	Ripple Effects Inc
#1	86	51	77	69	47	74
#2	89	85	77	75	72	74
#3	82	76	51	64	78	67
#4	72	56	65	75	78	83
#5	79	57	82	52	61	31
#6	20	65	100	85	100	70
#7	79	46	65	40	78	64
#8	89	0	70	0	64	72
#9	83	0	51	0	71	100
#10	79	0	65	0	73	72
#11	100	0	55	0	52	84
#12	88	0	49	0	87	77
<b>Total</b>	<b>946</b>	<b>436</b>	<b>807</b>	<b>460</b>	<b>861</b>	<b>868</b>
<b>Average Score</b>	<b>79</b>	<b>36</b>	<b>67</b>	<b>38</b>	<b>72</b>	<b>72</b>

## RFP #Bid number – #21-11

- **Purpose:** To provide guidance to the district in developing district leader, campus leader, teacher and student competency profiles needed for implementing Personalized Learning and provide support with launching taking to scale Personalized Learning across the system.
- **Background Info:** ECISD is working to bring personalized learning across the system. The Strategic Plan already has one part of personalized learning as a project (Blended Learning) but needs support to develop personalized learning for system wide implementation over a 3 year period.
- **Premium Renewal Cost:** Full Implementation cost over 3 years is \$889,602

**KnowledgeWorks Foundation**  
 Ector County RFP  
 February 2021

Comprehensive Proposal - Full Implementation

	Year 1	Year 2	Year 3	TOTAL
Personnel	\$ 146,002	\$ 132,473	\$ 121,657	\$ 400,132
Consultant Coaches	\$ 102,000	\$ 102,000	\$ 102,000	\$ 306,000
KW Presentation Expenses	\$ 36,338	\$ 36,156	\$ 37,896	\$ 110,390
Technology	\$ 24,360	\$ 24,360	\$ 24,360	\$ 73,080
	<u>\$ 308,700</u>	<u>\$ 294,989</u>	<u>\$ 285,913</u>	<u>\$ 889,602</u>
Comprehensive Proposal Total	<u>\$ 308,700</u>	<u>\$ 294,989</u>	<u>\$ 285,913</u>	<u>\$ 889,602</u>

- **Funding Source:** ESSER III
- **Recommended Supplier/Service Provider:** KnowledgeWorks Foundation

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

RFP #21-11 Personalized Learning

Closed: 2:00 PM on Wednesday, February 24, 2021

**TALLIED EVALUATION**

<b>SUPPLIERS</b>							
<b>Evaluator</b>	<b>American Institutes for Research</b>	<b>Committee for Children</b>	<b>engage2learn</b>	<b>KnowledgeWorks Foundation</b>	<b>Renzulli Learning LLC</b>	<b>The Janus Group LLC</b>	<b>Two Revolutions LLC dba 2Revolutions</b>
<b>#1</b>	41	36	36	90	66	27	84
<b>#2</b>	78	80	80	95	79	75	85
<b>#3</b>	61	15	55	88	58	49	79
<b>#4</b>	52	37	59	90	54	37	89
<b>Total</b>	<b>232</b>	<b>168</b>	<b>230</b>	<b>363</b>	<b>257</b>	<b>188</b>	<b>337</b>
<b>Average Score</b>	<b>58</b>	<b>42</b>	<b>58</b>	<b>91</b>	<b>64</b>	<b>47</b>	<b>84</b>

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

RFP #21-11 Personalized Learning

**SCORE SHEET**

Closed: 2:00 PM on Wednesday, February 24, 2021

Evaluator # 1

Criteria	Suppliers						
	American Institutes for Research	Committee for Children	engage2learn	KnowledgeWorks Foundation	Renzulli Learning LLC	The Janus Group LLC	Two Revolutions LLC dba 2Revolutions
Purchase Price; <b>25 points</b>	5	5	5	20	5	5	25
Reputation of the vendor and of the vendor's goods or services; <b>10 points</b>	8	7	5	10	10	5	9
Quality of the vendor's goods or services; <b>25 points</b>	15	10	10	25	20	10	20
Extent to which the goods or services meet the district's needs; <b>10 points</b>	2	3	0	10	8	2	10
The vendor's past relationship with the district; <b>5 points</b>	0	0	5	0	5	0	0
Total long-term cost to the district to acquire the vendor's goods and services; <b>5 points</b>	1	1	1	5	3	0	5
Any other relevant factor specifically listed in this RFP; <b>20 pts</b>	10	10	10	20	15	5	15
<b>Total</b>	<b>41</b>	<b>36</b>	<b>36</b>	<b>90</b>	<b>66</b>	<b>27</b>	<b>84</b>

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

RFP #21-11 Personalized Learning

**SCORE SHEET**

Closed: 2:00 PM on Wednesday, February 24, 2021

Evaluator # 2

Criteria	Suppliers						
	American Institutes for Research	Committee for Children	engage2learn	KnowledgeWorks Foundation	Renzulli Learning LLC	The Janus Group LLC	Two Revolutions LLC dba 2Revolutions
Purchase Price; <b>25 points</b>	19	20	22	25	20	20	23
Reputation of the vendor and of the vendor's goods or services; <b>10 points</b>	7	7	8	9	7	6	7
Quality of the vendor's goods or services; <b>25 points</b>	22	20	20	24	22	21	23
Extent to which the goods or services meet the district's needs; <b>10 points</b>	7	8	7	10	8	8	8
The vendor's past relationship with the district; <b>5 points</b>	3	3	4	4	3	2	3
Total long-term cost to the district to acquire the vendor's goods and services; <b>5 points</b>	3	3	3	4	3	3	4
Any other relevant factor specifically listed in this RFP; <b>20 pts</b>	17	19	16	19	16	15	17
<b>Total</b>	<b>78</b>	<b>80</b>	<b>80</b>	<b>95</b>	<b>79</b>	<b>75</b>	<b>85</b>

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

RFP #21-11 Personalized Learning

**SCORE SHEET**

Closed: 2:00 PM on Wednesday, February 24, 2021

Evaluator # 3

Criteria	Suppliers						
	American Institutes for Research	Committee for Children	engage2learn	KnowledgeWorks Foundation	Renzulli Learning LLC	The Janus Group LLC	Two Revolutions LLC dba 2Revolutions
Purchase Price; <b>25 points</b>	23	5	15	20	20	15	25
Reputation of the vendor and of the vendor's goods or services; <b>10 points</b>	5	5	8	10	10	5	8
Quality of the vendor's goods or services; <b>25 points</b>	15	5	8	25	15	12	20
Extent to which the goods or services meet the district's needs; <b>10 points</b>	5	0	7	10	3	5	8
The vendor's past relationship with the district; <b>5 points</b>	0	0	0	0	0	0	0
Total long-term cost to the district to acquire the vendor's goods and services; <b>5 points</b>	3	0	2	3	2	2	3
Any other relevant factor specifically listed in this RFP; <b>20 pts</b>	10	0	15	20	8	10	15
<b>Total</b>	<b>61</b>	<b>15</b>	<b>55</b>	<b>88</b>	<b>58</b>	<b>49</b>	<b>79</b>

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**ODESSA, TEXAS**

RFP #21-11 Personalized Learning

**SCORE SHEET**

Closed: 2:00 PM on Wednesday, February 24, 2021

Evaluator # 4

Criteria	Suppliers						
	American Institutes for Research	Committee for Children	engage2learn	KnowledgeWorks Foundation	Renzulli Learning LLC	The Janus Group LLC	Two Revolutions LLC dba 2Revolutions
Purchase Price; <b>25 points</b>	5	0	0	20	0	0	25
Reputation of the vendor and of the vendor's goods or services; <b>10 points</b>	7	7	9	10	9	7	9
Quality of the vendor's goods or services; <b>25 points</b>	20	15	20	25	20	15	20
Extent to which the goods or services meet the district's needs; <b>10 points</b>	5	5	10	10	5	5	10
The vendor's past relationship with the district; <b>5 points</b>	0	0	5	0	5	0	0
Total long-term cost to the district to acquire the vendor's goods and services; <b>5 points</b>	0	0	0	5	0	0	5
Any other relevant factor specifically listed in this RFP; <b>20 pts</b>	15	10	15	20	15	10	20
<b>Total</b>	<b>52</b>	<b>37</b>	<b>59</b>	<b>90</b>	<b>54</b>	<b>37</b>	<b>89</b>



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## Elevator Modernization Project

**Purpose:** Renovate and modernize nine elevators in the district.

**Background Info:** We have nine elevators in the district that are out of date. This modernization project will fix reliability issues, make components readily available and no longer obsolete. All elevators will be 99% reliable modernizing them for the next 20 years.

**Project cost:** \$1,008,225.00 (approximately)

**Funding Source:** Local Funds

**Recommended Service Provider:** OTIS Elevator Company

# OTIS

**DATE:** May 25<sup>th</sup>, 2021

**TO: ECISD**  
802 N. Sam Houston  
Odessa, TX 79760

**FROM:**

**OTIS Elevator Company**  
1444 N. Cockrell Hill Rd. STE 102  
Dallas, TX 75211

**PROJECT LOCATION:**  
Multiple Buildings – See Page 18

**MACHINE NUMBER(S):** D91017, D91023, 239002,  
D91024, D91021, D91020,  
F588720, D91019, F14118

**PROPOSAL NUMBER:** BSH210525144743

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

## **OTIS ACCEL HYDRAULIC CONTROL SYSTEM**

We propose to furnish labor and material to provide a hydraulic microprocessor-based control system. It is specifically designed to meet the particular needs of modernizing hydraulic elevators. The system is integrated by communications over serial links and discrete wiring. The "Relative System Response Plus" software dispatches elevators based upon real-time response to actual demands on the elevator(s).

### **DUTY**

The present capacity for all elevators will be retained.

### **TRAVEL**

The present travel for all elevators will be retained.

### **STOPS AND OPENINGS**

The present stops and openings will be retained.

### **RETAIN POWER SUPPLY**

The present power supply of volts & phase as well as 60 hertz, alternating current will be retained and the new equipment will be arranged for this power supply for each building.

### **NEW SOFT STARTER**

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

### NEW MOTOR

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

### NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

### NEW POWER UNIT

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

### NEW AUTOMATIC SELF-LEVELING (WITH NEW HOISTWAY LEVELING DEVICE)

The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, no more than +/- 1/2" regardless of load or direction of travel. The automatic self-leveling shall correct for overtravel or undertravel.

### NEW CONTROLLER

A microprocessor-based control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

### NEW OPERATION - ONE CAR

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.

"UP" landing calls shall be answered while the car is traveling in the up direction and "DOWN" landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen.

An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

### NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated, it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

### NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator (s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

If required, the smoke detector system is to be furnished by others. The elevator contractor shall provide input connections on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

### NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

### NEW HOISTWAY ACCESS SWITCH

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing. The movement of the car away from access landing, other than the lower terminal, by means of the access keyswitch at the landing shall be limited in travel and direction to that as specified for the upper landing in the latest revisions of the ASME/ANSI A17.1 Code.

### ACCESSALERT HOISTWAY SAFETY DEVICE

We will furnish and install all of the necessary components, circuitry and wiring for a new AccessAlert system, which will operate on the elevator car top and pit. AccessAlert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The AccessAlert system meets all applicable safety codes.

### NEW OTIS REM® MAINTENANCE

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE® dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

We will collect data on the equipment condition, including hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE dispatching center. The telephone line may be a separate line dedicated to the REM<sup>®</sup> maintenance equipment or may be an existing line that is shared between another telephone and the REM maintenance equipment.

All of the REM maintenance monitoring equipment installed by us remains our property and if the Contract is terminated for any reason, we will be given access to your premises to remove the monitoring equipment at our expense.

#### **NEW APPLIED CAR OPERATING PANEL**

An applied car operating panel shall be furnished. The panel shall contain a bank of illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button or switch, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. All car operating panel lamps shall be the low-voltage long life LED lamps.

#### **NEW PROVISION FOR INTERCOM**

Provision shall be made in the car operating panel for the installation of an intercom. The intercom system will be provided by others.

#### **NEW PROVISION FOR ADA PHONE**

Provision shall be made in the elevator cab (telephone cabinet) for the installation of an ADA approved telephone.

#### **NEW OTIS HANDSOFF<sup>®</sup> PHONE**

We propose to furnish and install the Otis HANDSOFF<sup>®</sup> phone. The HANDSOFF phone is a telephone which enables communication between persons in the elevator and a 24-hour answering service.

The HANDSOFF phone will be mounted in a telephone box or surface mounted in the elevator cab. It will automatically dial a preprogrammed number and will inform the answering service of the elevator location via prerecorded digital voice communication. After disclosing the elevator location, the phone will allow two-way voice communication. The HANDSOFF phone contains two light-emitting diodes -- one that indicates the call is in progress and another that indicates the call has been acknowledged. After receiving acknowledgment of the call from the answering service, a deaf/mute person can signal the answering service by reactivating the call button. The phone can be easily programmed and allows incoming calls to be received. The telephone will be furnished and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators, and is registered with the FCC.

#### **NEW CAR POSITION INDICATOR**

A new car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing. All lamps shall be low-voltage, longer life LED lamps.

#### **NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)**

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

### NEW "IN-CAR" DIRECTION LANTERNS

New direction lantern(s) shall be mounted in or near the car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction in which the car will travel. A chime shall also be furnished on the car which will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening for those elevators that have riding in car lanterns.

### NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

### NEW HALL BUTTONS

New hall buttons shall be installed at each landing, an up and a down button at each intermediate landing and a single button at each terminal landing.

When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Hall button lamps shall be low-voltage, long life LED lamps.

### NEW HALL LANTERNS

Direction lanterns with stainless steel faceplates shall be provided at all hoistway entrances, with up and down indications at intermediate landings and single indications at terminal landings. When a car is stopping at a landing, the lantern indicating the direction in which the car is traveling shall become illuminated prior to arrival of the car. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car for those elevators that have hall lanterns.

### NEW HOISTWAY OPERATING DEVICES

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

### NEW SLIDE / CAR GUIDES

Rubber-tired roller guides shall be installed on top and bottom of the car frame to engage the guide rails. The roller guides will be adjusted for proper tension. If an elevator has slide guides instead of roller guides we will replace the slide guides.

### RETAIN CAR FRAME

The existing car frame shall be retained.

### RETAIN PLATFORM

The current platform will be retained.

### RETAIN FLOORING

The present flooring will be retained.

**NEW DOOR OPERATOR GLIDE A**

A new GLIDE A closed loop door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of a GLIDE A operator mounted on top of the car. The motor shall have positive control over door movement for smooth operation. Each leading car door edge shall be provided with a protective device.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position.

Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements.

The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

**NEW INTERLOCKS**

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.

**NEW OPTIGUARD DOOR-PROTECTION DEVICE**

The Optiguard™ door protection system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The Optiguard™ system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the Optiguard™ system will reopen the elevator door instantly. The Optiguard™ system's infrared beams also detect objects approaching, reducing potential damage to elevator doors caused by mail carts, stretchers or other moving equipment.

**NEW LIMITED DOOR REVERSAL**

If a person or object enters the zone detection after the doors start to close, the doors shall stop and reopen to clear the detection zone. Once the opening is cleared, the doors shall resume closing at normal speed.

**NEW SEPARATE CAR AND HALL STOP DOOR OPEN TIME**

After a stop is made, the doors shall remain open for a time interval to permit passenger transfer, after which the doors shall close automatically. This interval shall be different for a car call stop than for a hall call stop or a coincident car/hall call stop.

**NEW NUDGING OPERATION**

If during a hall or car call the doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at a slower speed. Normal operation shall resume at the next landing reached by the car.

**NEW CAR INTERIOR**

The present car interior shall be replaced with a new cab interior. OTIS will coordinate new cab interiors for each elevator. Flooring not included. Please allow for up to \$15,000 per elevator per interiors. Total of 9 elevators X \$15,000 = \$135,000.

**NEW CAR DOOR TRACKS AND HANGERS**

The present car door tracks and hangers shall be replaced with new car door tracks & hangers unless the track and hanger are integral.

**NEW CAR DOORS**

The present car doors shall be replaced with new SSS doors.

**NEW CAB ION PURIFICATION FANS**

Add new ION purification fans \$3,500 per elevator X 9 Elevators = \$31,500

**NEW HOISTWAY DOOR RESTRICTORS**

Folding hoistway door restrictors shall be installed.

**RETAIN HOISTWAY ENTRANCES**

The present hoistway entrances will be retained.

**RETAIN HOISTWAY DOOR TRACKS AND HANGERS**

The present hoistway door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment will be required.

**NEW PIT SWITCH**

An emergency stop switch shall be located in the pit accessible from the pit access door.

**RETAIN SPRING BUFFERS**

The existing spring buffers shall be retained.

**NEW WIRING**

All new wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame-retardant and moisture-proof outer covering and shall be run in conduit, flexible tubing or electrical wireways. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors.

**ENGINEERING DESIGN**

All new material furnished will be specifically designed to operate with original elevator equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

**SUPERSEDED MATERIAL**

All material, removed or unused, not required in the modification will become the property of the Otis Elevator Company and we reserve the right to remove and retain it.

**PERMITS AND INSPECTIONS**

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

**CODE**

The elevator equipment shall be furnished and installed in accordance with the latest additions of the ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

**CODE (LOCAL)**

The elevator equipment shall comply with all applicable local codes.

**WORK BY OWNERS – NOT IN CONTRACT**

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

1. AIR CONDITIONING - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 90°F. The relative humidity should not exceed 85 percent non-condensing.
2. BUILDING POWER - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. SMOKE & HEAT SYSTEM - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. SPRINKLERS - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. CUTTING & PATCHING - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. MAIN DISCONNECT - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. GROUND WIRE – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. CAR LIGHT POWER SUPPLY & DISCONNECT - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. REMOTE MONITORING POWER SUPPLY & DISCONNECT - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
11. INFORMATION DISPLAY POWER SUPPLY & DISCONNECT - Provide a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.

12. VIDEO DISPLAY POWER SUPPLY & DISCONNECT - Provide a separate 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room and lobby or other applicable application, for power to each elevator video display panel and controller when a display system is provided.
13. ECA/FUZZY CONTROLLER POWER SUPPLY & DISCONNECT - Provide a 120 volt AC, 20 amp, single phase power supply with a fused SPST disconnect switch in each machine room, with feeder wiring to each ECA/Fuzzy logic controller. One system per machine room is required.
14. REMOTE PANELS – Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
15. STANDBY POWER REQUIREMENTS - Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.
16. EMERGENCY RETURN UNIT (ERU) – If an ERU battery operated lowering device is being provided with your hydraulic elevator modernization then others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.
17. LIGHTING - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
18. PROJECT BEING “DRIED-IN”- Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area “dried-in” for the entire length of the project.
19. MACHINE ROOM ACCESS - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.
20. FIRE EXTINGUISHER - Provide fire extinguisher in elevator machine room.
21. NON-ELEVATOR MATERIAL IN HOISTWAY - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.
22. HOISTWAY VENTILATION - Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
23. HOISTWAY LEDGES - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2” are greater in the hoistway, excluding multi-hatch divider beams.
24. SUMP HOLE GRATING - Provide a flush grating over the sump hole located in the elevator pit.
25. WORK BY OTHERS SCHEDULING – All “Work by Others” must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

26. ASBESTOS – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
27. CONFINED SPACES - The machine room, hoistway, pit, and mezzanine (“Elevator Spaces”) may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization (“OSHA”), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the customer/general contractor or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the customer/general contractor will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants, and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The customer/general contractor is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the customer/general contractor is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.
28. STORAGE - Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.
29. DISPOSAL The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.
30. PIT LADDERS - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48” above first landing access door.
31. OPERATING ELEVATORS FOR OTHER TRADES – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.
32. ADDITIONAL STOPS/OPENINGS - Extend the existing hoistways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1
- a. Ledges over 2” wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
  - b. Provide crane to bring new material and removal of the machine room equipment to new machine room.
  - c. Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
  - d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
  - e. Supply new machine beams and beam supports per reactions supplied by Otis.
  - f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
  - g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.

- h. Supply and install adequate support for guide rail fastening, including separator beams were required.
- i. Provide adequate fastening for hoistway entrances and sills.
- j. Provide finished floor elevation reference height at time of installation of new entrance sills
- k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
- m. Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- n. Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

**GENERAL REQUIRMENTS OF CONTRACT**

**RE-MOBILIZATION**

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to pull off the job waiting on work by others not in our contract, we shall be entitled to a re-mobilization charge of **Three Thousand Five Hundred (\$3,500) Dollars**. We shall also extend the stated durations to the extent that we are delayed.

**ARBITRATION**

Subcontractor agrees to submit to Non-Binding Arbitration by the American Arbitration Association but does not waive its rights to pursue other remedies available at law and equity.

**PAYMENT AND SCHEDULE OF VALUES**

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting work. We shall be paid in full for all change orders and the base contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

- a. Our quoted price is based on the "Initial Payment" equaling sixty percent (60%) of contract award. This amount, **PLUS** a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- b. Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- c. Discount Schedule - "Initial Payment." Based on the selected "Initial Payment" amount the below "Discount Schedule" shall be applied to the based contract amount:

<b>Discount Schedule</b>		
<b>% Paid</b>	<b>% Discount</b>	<b>Initial</b>
100%	-5%	
90%	-4%	
80%	-3%	
70%	-2%	

- d. Substantial Completion / "Progress Payments." This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator modernization. The "Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this contract. This amount is due within five (5) days of the elevator being turned over for general use.
- e. Final payment shall be due five (5) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
- f. All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.
- g. Otis does not accept credit cards as a form of payment.
- h. Otis will not agree to any language referencing or implying "pay when paid." This contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- i. Schedule of Values

Schedule of Values		
Base Contract Amount:		\$1,008,225
Due Date	Description	Value
Month of Project Award	15% Engineering Design, Drawings, Start Up	\$151,234
Month of Material Delivery	45% "Material Delivery Payment"	\$453,701
Upon Substantial Completion of Each Elevator	"Progress Payments"	\$403,290

**NON-OTIS CONTRACT LANGUAGE**

In the event that the owner or contractor does not accept Otis Standard Commercial Terms and the Otis Acknowledgement Letter, the contract price may be altered.

**SCHEDULE**

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to 12/31/21. If Otis is unable to order materials in a timely manner due to delays on behalf of the owner and/or general contractor, or if delivery is requested after 12/31/21, the owner and/or general contractor will be responsible for all cost increases incurred by Otis. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.

**LEAD TIME AND DURATION**

We anticipate approximately (16) sixteen weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 5 weeks per car except the stadium elevator which will take 7 weeks.

All work will be performed during our regular working hours of our regular working days.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

**BUILDING DESIGNATION FOR ELEVATOR MOD**

Building #	Name	Type	Address	City
TL 465484	ECISD - AUSTIN ELEMENTARY	School	901 NORTH LEE	ODESSA
TL 465485	ECISD - ODESSA HIGH SCHOOL	School	1301 N DOTSY	ODESSA
TL 465486	ECISD - NEW TECH ODESSA	School	300 E 29TH STREET	ODESSA
TL 465487	ECISD - BONHAM MIDDLE	School	2201 E 21ST STREET	ODESSA
TL 465488	ECISD - BOWIE MIDDLE	School	500 WEST 21ST ST	ODESSA
TL 465490	ECISD - CROCKET MIDDLE	School	2301 N CONOVER	ODESSA
TL 465491	ECISD - ECTOR MIDDLE	School	809 W CLEMENTS	ODESSA
TL 487654	ECISD - RATLIFF STADIUM	School	2201 W YUKON RD	ODESSA
TL 524742	ECISD - BARBARA CHANCELLOR	School	903 N SAM HOUSTON	ODESSA

All other elevators at the remaining buildings would not require a MOD at this time.

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

**PRICE: \$ 1,008,225 "PLUS SALES TAX IF APPLICABLE"**  
**One Million Eight Thousand Two Hundred Twenty Five Dollars**

This price is based on a ~~five~~ **fifteen percent (15%)** downpayment in the amount of **\$ 151,234**.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as :you:), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Submitted by: \_\_\_\_\_  
**Brent Sheahan**

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

**OTIS ELEVATOR COMPANY**

Approved by Authorized Representative

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

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

Signed: X \_\_\_\_\_

Signed: \_\_\_\_\_

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

Print Name: **Blake Jolivette**

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

Title: **General Manager**

Name of Company: \_\_\_\_\_

Principal, Owner or  
Authorized Representative of Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

## TERMS AND CONDITIONS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made as follows: A down payment of sixty percent (60%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.



**Josette Dobbins**

Ector County ISD Director of Purchasing  
(432) 456-9719  
802 N. Sam Houston  
Odessa, TX 79761  
[josette.dobbins@ectorcountysd.org](mailto:josette.dobbins@ectorcountysd.org)



**IFB #Bid 21-17SN – Dry, Refrigerated, and Frozen Food**

- **Purpose:** Each year our department procures the highest quality foods at the most competitive prices for the students of our district.
- **Background Info:** The Texas Department of Agriculture requires the issue of formal contracts when purchases are expected to be greater than \$50,000.00.
- **Estimated Contract Cost:** \$1,800,000.00
- **Funding Source:** School Nutrition
- **Recommended Supplier/Service Provider:**
  - Atlantic Beverage Company LLC
  - Braun Beef Company
  - Bridgford Foods Corporation
  - C.H. Guenther & Son
  - Harvest Hill Beverage Juice
  - Churchfield trading Company
  - Cibus Brokerage
  - Epalett.com
  - Essence Bottling Company
  - Foster Poultry Farms
  - Kent Precision Foods Group
  - Post Consumer Brands
  - SCHREIBER FOODS INTERNATIONAL
  - Sysco West Texas

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**IFB #21-18SN – Milk and Dairy Delivery Items**

- **Purpose:** The School Nutrition Department is seeking delivery services for milk and other dairy products to campuses throughout the district for SY21-22.
- **Background Info:** The Federal Regulations, through the Healthy-Free Kid Act, require school meal programs to meet specific nutrition standards. Milk is one of the requirements offered as part our School Nutrition Programs.
- **Estimated Contract Cost:** \$2,400,000.00
- **Funding Source:** School Nutrition
- **Recommended Supplier/Service Provider:** GH Dairy of El Paso

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## IFB#21-19SN – Bread Delivery Items

- **Purpose:** The School Nutrition Department is seeking a bread delivery service to campuses for SY21-22.
- **Background Info:** We require the delivery of fresh bread to our campuses on a weekly basis. Bread is a highly important source of grain that we use in our menu.
- **Estimated Contract Cost:** \$90,000.00
- **Funding Source:** School Nutrition
- **Recommended Supplier/Service Provider:** Bimbo Bakeries, USA

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**IFB – Paper and Plastic Items #21-20SN**

- **Purpose:** Each year our department procures paper and plastic items at the most competitive prices for use in our programs.
- **Background Info:** The Texas Department of Agriculture requires the issue of formal contracts when purchases are expected to be greater than \$50,000.00.
- **Estimated Contract Cost:** \$395,000.00
- **Funding Source:** School Nutrition
- **Recommended Supplier/Service Provider:**
  - Braun Beef Company
  - Byrne Brothers Foods, Inc.
  - Calico Packaging, LLC
  - Central Poly-Bag Corp.
  - Daxwell
  - Empire Paper Company
  - Interboro Packaging Corp.
  - Pollock Investments DBA Pollock Paper Distributors
  - Sysco West Texas

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**IFB #21-22SN – School Meals Home Delivery**

- **Purpose:** The School Nutrition Department is seeking the services to be provided by the vendor CREA8AD8 LLC. The service will include the delivery of breakfast and lunch meals for remote learning students within Ector and surrounding counties for the SY21-22 school year.
- **Background Info:** This program is unique to the pandemic and allowed through USDA extended flexibilities. The USDA flexibilities expire June 30<sup>th</sup>, 2022.
- **Estimated Contract Cost:** \$50,000.00
- **Funding Source:** School Nutrition
- **Recommended Supplier/Service Provider:** CRE8AD8 LLC

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**IFB – Kitchen Equipment #21-25SN**

- **Purpose:** The School Nutrition Department is seeking to replace five ovens and five ice makers for use in our programs.
- **Background Info:** The Texas Department of Agriculture requires the issue of formal contracts when purchases are expected to be greater than \$50,000.00.
- **Contract Cost:** \$89,535.00
- **Funding Source:** School Nutrition
- **Recommended Supplier/Service Provider:** Mission Restaurant Supply



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

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

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF YEAR  
END BUDGET AMENDMENT**

**DATE:** June 15, 2021

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Attached is a summary of the recommended Year End Budget Amendment for the 2020-2021 budget.

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Administrative Recommendation:

Approval of End of Year Budget Amendment.

**Ector County ISD  
Finance Department  
Budget Amendment  
Requests to be Appropriated  
2020/2021**

**# 9  
June**



Description	Requestor	Amount
<b>GENERAL FUND</b>		
<b>The following will result in a decrease to fund balance.</b>		
Elevator modernization project		\$ 1,010,000
Anticipated tax revenue not received		6,750,000
Anticipated indirect cost revenue		50,000
Anticipated West Texas Opportunities child care tuition		10,000
Regional Day School		551,000
Campus activity funds		27,000
Miscellaenous local revenue		1,000,000
TRS on behalf expenditure portion		5,982,328
		<b>\$ 15,380,328</b>
 <b>The following will result in no change to fund balance.</b>		
Donation for masks and antigentest		\$ 248,800
Donation from Interstate Treating, Inc.		(248,800)
Reclass USAC portion of fiber connectivity network from state to federal revenue		6,304,610
Reclass USAC portion of fiber connectivity network to federal from state revenue		(6,304,610)
		<b>\$ -</b>
 <b>The following will result in an increase to fund balance.</b>		
Foundation School Fund		\$ 12,261,582
Available School Fund		352,034
Foundation School Fund - prior year		1,879,807
Available School Fund - prior year		3,597,288
SHARS revenue		267,000
JROTC revenue		50,000
TNTP revenue		21,562
Auction proceeds		99,000
TRS on behalf revenue portion		2,100,000
		<b>\$ 20,628,273</b>
 <b>Net effect to fund balance</b>		<b>\$ 5,247,945</b>

**SCHOOL NUTRITION FUNDS**

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

Anticipated decrease in local sales revenues	\$ 2,005,797
	<u><u>\$ 2,005,797</u></u>

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

None	\$ -
	<u><u>\$ -</u></u>

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

None	\$ -
	<u><u>\$ -</u></u>

**Net effect to fund balance** **\$ (2,005,797)**

**DEBT SERVICE FUND**

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

Anticipated tax revenue not received	\$ 1,200,000
	<u><u>\$ 1,200,000</u></u>

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

None	\$ -
	<u><u>\$ -</u></u>

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

None	\$ -
	<u><u>\$ -</u></u>

**Net effect to fund balance** **\$ (1,200,000)**



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
 AMENDED BUDGET - FUNCTION AND OBJECT  
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS  
 FOR THE PERIOD JULY 1, 2020 THRU JUNE 30, 2021  
 FISCAL YEAR 2020-2021

	GENERAL FUND				SCHOOL NUTRITION FUNDS				DEBT SERVICE FUND			
	ORIGINAL BUDGET 7/1/2020	ADJUSTED BUDGET 05/31/2021	Additions (Deductions) #9	AMENDED BUDGET 06/30/2021	ORIGINAL BUDGET 7/1/2020	ADJUSTED BUDGET 5/31/2021	Additions (Deductions) #9	AMENDED BUDGET 6/30/2021	ORIGINAL BUDGET 7/1/2020	ADJUSTED BUDGET 5/31/2021	Additions (Deductions) #9	AMENDED BUDGET 6/30/2021
<b>REVENUES</b>												
5700 Local and Intermediate	\$ 168,865,254	\$ 169,681,204	\$ (7,951,200)	\$ 161,730,004	\$ 3,376,000	\$ 3,376,000	\$ (3,280,200)	\$ 95,800	\$ 17,173,495	\$ 17,173,495	\$ (1,200,000)	\$ 15,973,495
5800 State	136,163,746	140,343,251	13,886,101	154,229,352	370,000	370,000	(50,000)	320,000	268,836	268,836	-	268,836
5900 Federal	2,100,000	2,100,000	6,583,172	8,683,172	14,168,000	14,168,000	1,324,403	15,492,403	-	-	-	-
Total - All Revenues	<u>307,129,000</u>	<u>312,124,455</u>	<u>12,518,073</u>	<u>324,642,528</u>	<u>17,914,000</u>	<u>17,914,000</u>	<u>(2,005,797)</u>	<u>15,908,203</u>	<u>17,442,331</u>	<u>17,442,331</u>	<u>(1,200,000.00)</u>	<u>16,242,331</u>
<b>APPROPRIATIONS by FUNCTION</b>												
11 Instruction	184,054,708	180,061,268	779,378	180,840,646	-	-	-	-	-	-	-	-
12 Instructional Resources and Media Services	2,665,093	2,659,093	(164,911)	2,494,182	-	-	-	-	-	-	-	-
13 Curriculum and Staff Development	6,385,873	6,851,012	(379,484)	6,471,528	-	-	-	-	-	-	-	-
21 Instructional Leadership	6,314,483	6,426,346	174,396	6,600,742	-	-	-	-	-	-	-	-
23 School Leadership	20,325,522	22,230,251	1,504,620	23,734,871	-	-	-	-	-	-	-	-
31 Guidance, Counseling and Evaluation Services	11,231,935	11,288,125	1,876,582	13,164,707	-	-	-	-	-	-	-	-
32 Social Work Services	919,660	1,183,080	87,034	1,270,114	-	-	-	-	-	-	-	-
33 Health Services	2,638,775	2,728,243	201,133	2,929,376	-	-	-	-	-	-	-	-
34 Student Transportation	10,017,309	9,084,619	982,229	10,066,848	-	-	-	-	-	-	-	-
35 Food Services	86,512	86,512	32,454	118,966	17,479,332	17,479,332	-	17,479,332	-	-	-	-
36 Co/Extra Curricular Activities	6,148,134	5,770,415	224,319	5,994,734	-	-	-	-	-	-	-	-
41 General Administration	8,564,766	8,950,094	412,321	9,362,415	-	-	-	-	-	-	-	-
51 Plant Maintenance and Operations	33,584,867	49,026,507	2,325,933	51,352,440	434,668	434,668	-	434,668	-	-	-	-
52 Security and Monitoring Services	3,256,239	3,257,039	(68,367)	3,188,672	-	-	-	-	-	-	-	-
53 Data Processing Services	7,170,304	21,092,383	(1,285,256)	19,807,127	-	-	-	-	-	-	-	-
61 Community Services	1,374,337	1,386,837	115,747	1,502,584	-	-	-	-	-	-	-	-
71 Debt Services	500,000	2,744,750	-	2,744,750	-	-	-	-	13,059,794	17,382,466	-	17,382,466
81 Facilities Acquisition and Construction	15,000	840,706	-	840,706	-	-	-	-	-	-	-	-
91 Contracted Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-
99 Intergovernmental Charges	1,875,483	1,920,483	-	1,920,483	-	-	-	-	-	-	-	-
Total - All Appropriations	<u>307,129,000</u>	<u>337,587,763</u>	<u>6,818,128</u>	<u>344,405,891</u>	<u>17,914,000</u>	<u>17,914,000</u>	<u>-</u>	<u>17,914,000</u>	<u>13,059,794</u>	<u>17,382,466</u>	<u>-</u>	<u>17,382,466</u>
<b>OTHER FINANCING SOURCES/(USES)</b>												
Other Financing Sources (Uses)			(452,000)	(452,000)								
7000 Total - Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>(452,000)</u>	<u>(452,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	<u>-</u>	<u>(25,463,308)</u>	<u>5,247,945</u>	<u>(20,215,363)</u>	<u>-</u>	<u>-</u>	<u>(2,005,797)</u>	<u>(2,005,797)</u>	<u>4,382,537</u>	<u>59,865</u>	<u>(1,200,000)</u>	<u>(1,140,135)</u>
Fund Balance Beginning (July 1)	66,900,745	66,900,745	-	66,900,745	3,418,158	3,418,158	-	3,418,158	13,904,664	13,904,664	-	13,904,664
3000 Fund Balance Ending (Estimated)	<u>\$ 66,900,745</u>	<u>\$ 41,437,437</u>	<u>\$ 5,247,945</u>	<u>\$ 46,685,382</u>	<u>\$ 3,418,158</u>	<u>\$ 3,418,158</u>	<u>\$ (2,005,797)</u>	<u>\$ 1,412,361</u>	<u>\$ 18,287,201</u>	<u>\$ 13,964,529</u>	<u>\$ (1,200,000)</u>	<u>\$ 12,764,529</u>



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Stephanie Howard

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND COMMITTEE AND COMPOSITION**

**DATE:** June 15, 2021

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The Board of Trustees are asked to approve the Bond Committee Charge and Composition.

The Committee consists of students, community members, parents, and ECISD campus and district staff representing all areas in our district.

This Committee will review and make recommendations to the Board regarding Facility needs and a Long-Range Facilities Master Plan.

\*\*\*\*\*

Administrative Recommendation:

Request for Approval of the Bond Committee Charge and Composition.

## ECISD Bond Committee Charge and Composition

**Concept:** The ECISD Board of Trustees will appoint a Bond Committee (The Committee) comprised of students, parents, staff, community members, and administrators to participate in the development of the ECISD Bond Plan. The Committee will function in an advisory capacity to the ECISD Board of Trustees, Superintendent and Cabinet. The Committee will consider the District's vision for the future, the conditions and capacities of its existing facilities, projections for future enrollment and future facility needs of the system. The Committee will present recommendations to the Board of Trustees. The Board of Trustees will receive and review the Committee's recommendations. The Board of Trustees will be responsible for the final approval of a plan and its execution.

**Initial Composition:** The composition of the Committee will be as outlined below. The membership of the Committee will represent all geographic areas of the community. Efforts should be made to include members on the Committee with expertise in the areas of architecture, engineering, design, construction and/or finance as well as members with experience on the previous Facilities Committees. Individuals accepting membership should be able to attend at least 75% of the scheduled meetings.

Category	Approximate Number of Representatives
Students	5
Parents	46
Community Members	44
Certified Staff	11
Principals/Assistant Principals	7
Central Office Administrators	17
<b>Total Committee Members</b>	<b>130</b>

These numbers indicate the maximum number of representatives in each group.

### Committee Charge:

- Receive and review the findings of the Facilities Assessment Study regarding physical condition and other assessments of all current facilities.
- Review options for existing, renovated and/or new facilities, and their implications for projected enrollments, anticipated instructional programs and technology and related educational specifications, district staff, operations and costs.
- Develop and present to the Board of Trustees a Bond Plan to serve the district as a baseline for the next 5 years and future facility needs.

### WHAT NOT TO DO...

The Bond Committee should refrain from focus on recommendations regarding specific design of schools or district facilities (meaning architectural design), location(s) of schools or district facilities (specific locations shall not be discussed; however the committee will utilize demographic studies and facility assessment information to determine parts of the District in which new facilities may be needed), boundaries of schools, instructional arrangements and/or educational pedagogy and district policy as the Bond Plan is developed.





## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Staci Ashley, Executive Director for Human Resources

**SUBJECT:** **DISCUSSION AND REQUEST FOR APPROVAL TO DESIGNATE HIRING AUTHORITY TO THE SUPERINTENDENT FOR CONTRACTUAL PERSONNEL STIPULATED IN POLICY DC (LOCAL) THROUGH AUGUST 2021**

**DATE:** June 15, 2021

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Due to the need to hire principals, executive directors and above, between Board meetings during the months of June, July, and August, the Superintendent is requesting approval to employ these contractual positions during this time period. Employees hired under this provision would be reported at the next regular Board meeting.

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Administrative Recommendation:

Approval to designate hiring authority to the Superintendent for contractual personnel stipulated in policy DC (LOCAL) through August 2021.

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

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

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

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

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

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

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

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

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

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

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

**Authorization for Temporary Employees** Temporary employees may be employed by the District to accomplish special tasks or to manage seasonal peaks in workload. A temporary employee will be assigned to a nonpermanent position

EMPLOYMENT PRACTICES

DC  
(LOCAL)

for a period of time needed to complete the tasks. Temporary employees shall not be entitled to District fringe benefits such as health insurance, paid leave, or payroll deduction.

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

**Employment  
Assistance  
Prohibited**

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

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

**Highlighted Courses are added for the 2021-22 school year**

<i>Crs nbr</i>	<i>Title</i>	<i>Svc id</i>	<i>Sp Crs Cl</i>	<i>Core cd</i>
<b>DUAL CREDIT COURSES</b>				
8608	ACCOUNTING 2 D	13016700	D	M
8712	ACCOUNTING 2 ZD	13016700	D	M
2566	ALG 2 D	03100600	D	M
6917	ALGREA D	O3102540	D	M
8718	ANAT PHYS D	13020600	D	X
6853	ANAT PHYS D A	13020600	D	X
6854	ANAT PHYS D B	13020600	D	X
9624	ANAT PHYS D A	13020600	D	X
9625	ANAT PHYS D B	13020600	D	X
2550	BIO D	03010200	D	X
9632	BIO D A	03010200	D	X
9633	BIO D B	03010200	D	X
2551	CHEM D	03040000	D	X
9634	CHEM D A	03040000	D	X
9635	CHEM D B	03040000	D	X
6788	COLLEGE ALG D	3101100	D	M
6789	PRE CAL D	O3101100	D	M
6796	CONTEMP MTH D	13016900	D	M
3358	CREATIVE WR D	O3221200	D	L
7136	CREATIVE WR D	O3221200	D	L
3591	DISMAPS D	O3102520	D	M
2536	ECO-FE D	03310300	D	S
9620	ECO-FE D A	03310300	D	S
3549	APMACECO DP	A3310200	D	S
3548	APMACECO GDP	A3310200	D	S
8692	ENGDPRS D	O13037300	D	X
2327	ENG 3 D	03220300	D	L
9601	ENG 3 D A	03220300	D	L
9602	ENG 3 D B	03220300	D	L
6798	ENGL 3 A D	03220300	D	L
6799	ENGL 3 B D	03220300	D	L
3324	APENGLAN DP	A32201000	D	L
3321	APENGLAN DP	A3220100	D	L
3334	APENGLIT DP	A3220200	D	L
3431	APELNLIT GDP	A3220200	D	L
2337	ENG 4 D	03220400	D	L
6792	ENG 4 A D	03220400	D	L
6793	ENG 4 B D	03220400	D	L
8580	ENG SCI D	13037200	D	X
2564	EVIRSYS D	03020000	D	X
2667	EVIRSYS D	03020000	D	X
6916	FINMATHD	13018000	D	M
8229	HIS GEOLOGY D	13037200	D	X
4365	HUMANIT 1 D	O3221600	D	L
4366	HUMANIT 2 D	O3221610	D	L
2491	INSTUMTH D	03102500	D	M
6825	INSTUMTH D A	03102500	D	M
6826	INSTUMTH D B	03102500	D	M

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

9610	INSTUMTH D A	03102500	D	M
9611	INSTUMTH D B	03102500	D	M
6797	MATH FOR BUS D	13016900	D	M
6914	MICRO D	13020700	D	X
8649	ORG CHEM1 D	13037220	D	X
8650	ORG CHEM2 D	13037220	D	X
8230	PHY GEOLOGY D	13037200	D	X
2522	PHYSICS D	03050000	D	X
6855	PHYSICS D A	03050000	D	X
6856	PHYSICS D B	03050000	D	X
2483	PRE CALC D	03101100	D	M
9614	PRE CALC D A	03101100	D	M
9615	PRE CALC D B	03101100	D	M
8685	PRIN TECH D	13037100	D	X
6857	SCI RSH DSN D A	13037200	D	X
6858	SCI RSH DSN D B	13037200	D	X
8584	SCI RSRCH DSN 2 D	13037210	D	X
8583	SCI RSRCH DSN D	13037200	D	X
8128	SCIRD D	03101100	D	X
8328	SCIRD 1 D	03101100	D	X
8329	SCIRD 2 D	13037210	D	X
6861	SPAN 2 D A	03440200	D	Z
6862	SPAN 2 D B	03440200	D	Z
9650	SPAN 2 D A	03440200	D	Z
9651	SPAN 2 D B	03440200	D	Z
6843	SPAN 3 D A	03440300	D	Z
6844	SPAN 3 D B	03440300	D	Z
6845	SPAN 4 D A	03440400	D	Z
6846	SPAN 4 D B	03440400	D	Z
2018	SPAN2 D	03440200	D	Z
2450	SPAN3 D	03440300	D	Z
2493	SPAN4 D	03440400	D	Z
4495	TACS1 D	03580200	D	Z
2497	TACS2 D	03580300	D	Z
2367	TECH WR D	03221100	D	L
6790	TECH WRITE A D	03221100	D	L
6791	TECH WRITE B D	03221100	D	L
2025	US GOVT D	03330100	D	S
9621	US GOVT D	03330100	D	S
3527	APUSGOVT DP	A3330100	D	S
3526	APUSGOVT GDP	A3330100	D	S
2534	US HIST D	03340100	D	S
3530	APUSHIST DP	A3340100	D	S
3532	APUSHIST GDP	A3340100	D	S
6833	US HIST D A	03340100	D	S
6834	US HIST D B	03340100	D	S
9622	US HIST D A	03340100	D	S
9623	US HIST D B	03340100	D	S
8511	STATBDM D	13016900	D	M
<b>DUAL ENROLLMENT ON-RAMPS COURSES</b>				
2270	Algebra II D On-Ramps	03100600	D	M
2251	Chemistry I D On-Ramps	03040000	D	X

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

2227	English III D On-Ramps	03220300	D	L
2022	Physics D On-Ramps	03050000	D	X
2283	PreCalculus D On-Ramps	03101100	D	M
8028	Scientific Research and Design D On-Ramps	13037200	D	X
2134	U.S. History D On-Ramps	03340100	D	S
2021	Statistics D On-Ramps	03270100	D	M
<b>IB COURSES</b>				
3841	IB-BIO HL-B	I3010202	I	X
3820	IB-BIO HL-B G	I3010202	I	X
3850	IB-BIO HL-B SI	I3010202	I	X
3832	IB-BIO SL/HL-A	I3010201	I	X
3818	IB-BIO SL/HL-A G	I3010201	I	X
3849	IB-BIO SL/HL-A SI	I3010201	I	X
3582	IBBIOSL SI	I3010201	I	X
3844	IB-CHEM1	I3040002	I	X
3821	IB-CHEM1 G	I3040002	I	X
3848	IB-CHEM1 SI	I3040002	I	X
3840	IBENG 3	I3220700	I	L
3813	IBENG 3	I3220300	I	L
3580	IBENG 3 SI	I3220300	I	L
3804	IBENG 3 G	I3220300	I	L
3814	IBENG 4	I3220400	I	L
3805	IBENG 4 G	I3220400	I	L
3842	IBENG 4 SI	I3220400	I	L
3894	IBFREN 4	I3410400	I	L
3895	IBGERM SL	I3420400	I	L
3829	IBHISTAM 1 G	I3301300	I	S
3853	IBHISTAM 1	I3301300	I	S
3854	IBHISTAM 1	I3301300	I	S
3581	IBHISTAM 1 SI	I3301300	I	S
3858	IBHISTAM 2	I3301300	I	S
3830	IBHISTAM 2 G	I3301300	I	S
3859	IBHISTAM 2 SI	I3301300	I	S
3862	IBHSTEUR	I3301500	I	S
3831	IBHSTEUR G	I3301500	I	S
3914	IBLAT 4	I3430400	I	Z
3827	IBMASL YR2	I3100200	I	M
3817	IBMASL YR2 G	I3100200	I	M
3839	IBMASL YR2 SI	I3100200	I	M
3825	IBMASTL YR2	I3100100	I	M
3809	IBMASTL YR2 G	I3100100	I	M
3837	IBMASTL YR2 SI	I3100200	I	M
3847	IB-PHYS1 1 SI	I3050002	I	X
3846	IB-PHYS1 I	I3050002	I	X
3822	IB-PHYS1 I G	I3050002	I	X
3925	IBSPAN HL	I3440500	I	Z
3924	IBSPAN 4	I3440400	I	Z
3950	IBTACS1	I3580200	I	Z
3941	IBTOK	I3000100	I	L
3834	IBTOK G	I3000100	I	L
3583	IBTOK SI	I3000100	I	L
2357	TECH WR IB EE	03221100	I	L

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

3801	TECH WR IB EE G	03221100	I	L
3816	USGOVT W-IB	03330100	I	S
3806	USGOVT W-IB G	03330100	I	S
<b>PRE IB COURSES</b>				
3823/3423	ALG 2 PRE IB	03100600	K	M
3835/3435	ALG 2 PRE IB	03100600	K	M
3807/3307	ALG 2 PRE IB G	03100600	KG	M
3586/3386	ALG 2 PRE IB SI	03100600	K	M
3833/3333	CHEM PRE IB	03040000	K	X
3819/3319	CHEM PRE IB G	03040000	KG	X
3845/3345	CHEM PRE IB SI	03040000	K	X
3812/3872	ENG 2 PRE IB	03220200	K	L
3803/3873	ENG 2 PRE IB G	03220200	KG	L
3276/3376	ENG 2 PRE IB SI	03220200	K	L
3892/3896	FREN 2 PRE IB	03410200	K	Z
3893/3897	FREN 3 PREIB	03410300	K	Z
2434/2234	GERMAN 3 PREIB	03420300	K	Z
3912/3915	LATIN2 PRE IB	03430200	K	Z
3913/3916	LATIN3 PRE IB	03430300	K	Z
3824/3474	PRECAL IH MTH	03101100	K	M
3808/3418	PRECAL IH MTH G	03101100	KG	M
3838/3438	PRECAL IH MTH MA SI	03101100	K	M
3836/3476	PRECAL IH MTH ST SI	03100300	K	M
3826/3476	PRECAL IH MTHMA	03100300	K	M
3810/3410	PRECAL IH MTHMA G	03100300	KG	M
3922/3921	SPAN 2 PRE IB	03440200	K	Z
3923/3920	SPAN 3 SL PREIB	03440300	K	Z
3811/3411	W GEO PRE IB	03320100	K	S
3802/3402	W GEO PRE IB G	03320100	KG	S
3843/3443	W GEO PRE IB SI	03320100	K	S
3852/3352	W HIST PRE IB	03340400	K	S
3828/3328	W HIST PRE IB G	03340400	KG	S
<b>AP COURSES</b>				
3198	AP BIO SI	A3010200	P	X
3202	AP PHYSICS 2 SI	A3050004	P	X
3201	AP PHYSICS1 SI	A3050003	P	X
2509	AP-BIO P	A3010200	P	X
4670	AP-BIO GP	A3010200	GP	X
2486	APCALCAB P	A3100101	P	M
3267	APCALCAB P CT	A3100101	P	M
3268	APCALCAB P SF	A3100101	P	M
3209	APCALCAB SI	A3100101	P	M
4676	APCALCAB GP	A3100101	GP	M
4677	APCALCBC GP	A3100102	GP	M
2492	APCALCBC P	A3100102	P	M
3210	APCALCBC SI	A3100102	P	M
4672	AP-CHEM GP	A3040000	GP	X
2515	AP-CHEM P	A3040000	P	X
3199	AP-CHEM SI	A3040000	P	X
2324	APENGLAN P	A3220100	P	L
2321	APENGLAN GP	A3220100	GP	L
3100	APENGLAN NC	A3220100	P	L

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

3101	APENGLAN SI	A3220100	P	L
3102	APENGLAN SIBI	A3220100	P	L
2334	APENGLIT P	A3220200	P	L
3103	APENGLIT NC	A3220200	P	L
3105	APENGLIT SI	A3220200	P	L
2331	APENGLIT GP	A3220200	GP	L
3104	APENGLIT SIBI	A3220200	P	L
2520	AP-ENVIR P	A3020000	P	X
4671	AP-ENVIR GP	A3020000	GP	X
3265	AP-ENVIR SI	A3020000	P	X
2535	APEUHIST P	A3340200	P	S
3213	APEUHIST SI	A3340200	P	S
4686	APEUHIST GP	A3340200	GP	S
2421	APFR-LAN P	A3410100	P	Z
2010	APHUMGEOW	A3360100	P	S
2433	APLATVG P	A3430100	P	Z
2549	APMACECO P	A3310200	P	S
3215	APMACECO G SI	A3310200	GP	S
3253/3214	APMACECO SI	A3310200	P	S
2548	APMACECO GP	A3310200	GP	S
3234	AP-PHYS1 NC	A3050003	P	X
2519	AP-PHYS1 P	A3050003	P	X
4674	AP-PHYS1 GP	A3050003	GP	X
3233	AP-PHYS1 SIBI	A3050003	P	X
2559	AP-PHYS2 P	A3050004	P	X
4675	AP-PHYS2 GP	A3050004	GP	X
3236	AP-PHYS2 NC	A3050004	P	X
3235	AP-PHYS2 SIBI	A3050004	P	X
4680	AP-PHYSCE GP	A3050005	GP	X
4681/4694	AP-PHYSCE P	A3050005	P	X
4682	AP-PHYSCEM GP	A3050006	GP	X
4683/4693	AP-PHYSCEM P	A3050006	P	X
2439	APSPALAN P	A3440100	P	Z
2939	APSPALIT	A3440200	P	Z
2478	APSTATS P	A3100200	P	M
4678	APSTATS GP	A3100200	GP	M
3211	APSTATS SI	A3100200	P	M
4497	APTACS1A P	A3580100	P	Z
4499	APTACSAM P	A3580110	P	M
2527	APUSGOVT P	A3330100	P	S
3216	APUSGOVT SI	A3330100	P	S
2526	APUSGOVT GP	A3330100	GP	S
2530	APUSHIST P	A3340100	P	S
3218	APUSHIST G SI	A3340100	P	S
2532	APUSHIST GP	A3340100	GP	S
3217	APUSHIST SI	A3340100	P	S
4679	APWHIST GP	A3370100	GP	S
2541	APWHIST P	A3370100	P	S
3219	APWHIST SI	A3370100	P	S
<b>HONORS (FORMERLY KNOWN AS PRE-AP) COURSES</b>				
1223/1323	ALG 1 GH J	03100500	GHJ	M
1224/1324	ALG 1 HJ	03100500	HJ	M

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

4688/4888	ALG 1 GH J	03100500	GH J	M
2465/2445	ALG 1 GH	03100500	GH	M
6952/6252	ALG 1 GH	03100600	GH	M
2467/2267	ALG 1 H	03100500	H	M
3264/3364	ALG 1 H NC	03100500	H	M
3205/3305	ALG 1 H SI	03100500	H	M
3259/3359	ALG 1 H SIBI	03100500	H	M
6953/6253	ALG 1 H	03100500	H	M
6957/6257	ALG 1 H SI	03100500	H	M
6961/6261	ALG 1 H SIBI	03100500	H	M
7119/6119	ALG 1 GH	03100500	GH	M
2475/2275	ALG 2 H	03100600	H	M
3206/3406	ALG 2 H SI	03100600	H	M
6817/6217	ALG 2 H A	03100600	H	M
6818/6218	ALG 2 H B	03100600	H	M
6819/6239	ALG 2 H SI A	03100600	H	M
6820/6240	ALG 2 H SI B	03100600	H	M
6951/6251	ALG 2 GH	03100600	GH	M
6954/6254	ALG 2 H	03100600	H	M
6958/6258	ALG 2 H SI	03100600	H	M
2240/2241	ALG 2 GH	03100600	GH	M
6815/6215	ALG 2 GH A	03100600	GH	M
6816/6216	ALG 2 GH B	03100600	GH	M
7120/6220	ALG 2 GH SI	03100600	GH	M
8638 (2024+)	ANAT PHYS	13020600	H	X
7121/6421	BIO GH	03010200	GH	X
2507/2107	BIO GH	03010200	GH	X
6967/6267	BIO GH	3010200	GH	X
3507/3508	BIO GH SI/BI	3010200	GH	X
2521/2221	BIO H	03010200	H	X
3204/3203	BIOLOGY H SI	03010200	H	X
3262/3362	BIOLOGY H SIBI	03010200	H	X
6971/6271	BIO H	03010200	H	X
6977/6277	BIO H SI	03010200	H	X
6982/6282	BIO H SIBI	03010200	H	X
2677(2024+)	BIO HD	03010200	H	X
2552/2252	CHEM GH	03040000	GH	X
6972/6272	CHEM GH	3040000	GH	X
7122/6422	CHEM GH	3040000	GH	X
6803/6203	CHEM GH A	03040000	GH	X
6804/6204	CHEM GH B	03040000	GH	X
2513/2243	CHEM H	03040000	H	X
6801/6201	CHEM H A	03040000	H	X
6802/6202	CHEM H B	03040000	H	X
3257/3357	CHEM H NC	03040000	H	X
3200/3310	CHEM H SI	03040000	H	X
6805/6205	CHEM H SI A	03040000	H	X
6806/6206	CHEM H SI B	03040000	H	X
3263/3363	CHEM H SIBI	03040000	H	X
6968/6268	CHEM H	03040000	H	X
6981/6281	CHEM H NC	03040000	H	X
6976/6276	CHEM H SI	03040000	H	X

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

2307/2207	ENG 1 GH	03220100	GH	L
3273/3373	ENG 1 GH NC	03220100	GH	L
3223/3323	ENG 1 GH SI	03220100	GH	L
3272/3372	ENG 1 GH SIBI	03220100	GH	L
2304, 2244	ENG 1 H	03220100	H	L
3271/3371	ENG 1 H NC	03220100	H	L
3222/3322	ENG 1 H SI	03220100	H	L
3260/3360	ENG 1 H SIBI	03220100	H	L
6924/6224	ENGL 1 H	03220100	H	L
6925/6225	ENGL 1 GH	03220100	GH	L
6927/6227	ENGL 1 H SI	03220100	H	L
6928/6228	ENG 1 GH	3220100	GH	L
6929/6229	ENGL 1 H SIBI	03220100	H	L
6932/6232	ENGL 2 GH	03220100	GH	L
6933/6233	ENGL 2 H	03220200	H	L
6935/6235	ENGL 2 H SI	03220200	H	L
6936/6236	ENG 2 GH	3220200	GH	L
6937/6234	ENGL 2 H SIBI	03220200	H	L
2314/2114	ENG 2 H	03220200	H	L
3254/3354	ENG 2 H NC	03220200	H	L
3224/3424	ENG 2 H SI	03220200	H	L
3274/3374	ENG 2 H SIBI	03220200	H	L
2311/2111	ENG 2 GH	03220200	GH	L
3225/3325	ENG 2 GH SI	03220200	GH	L
3275/3375	ENG 2 GH SI	03220200	GH	L
2416/2116	FREN 2 H	03410200	H	Z
2448/2248	FREN 3	03410300	H	Z
2419/2219	FREN 3 H	03410300	H	Z
2420/2220	FREN 4 E	03410400	H	Z
2480/2280	GEOM GH	03100700	GH	M
6821/6221	GEOM GH A	03100700	GH	M
6822/6222	GEOM GH B	03100700	GH	M
6955/6255	GEOM GH	03100700	GH	M
6962/6262	GEOM GH	03100700	GH	M
3571/3471	GEOM GH SI	03100700	GH	M
1485/1475	GEOM HJ	03100700	HJ	M
1486/1476	GEOM GHJ	03100700	GHJ	M
2481/2281	GEOM H	03100700	H	M
6823/6223	GEOM H A	03100700	H	M
6824/6324	GEOM H B	03100700	H	M
3255/3355	GEOM H NC	03100700	H	M
3207/3407	GEOM H SI	03100700	H	M
4207/4208	GEOM H SI/BI	03100700	H	M
6956/6256	GEOM H	03100700	H	M
6959/6259	GEOM H SI	03100700	H	M
6960/6260	GEOM H NC	03100700	H	M
2661/2161	GERMAN 3	03420300	H	Z
2425/2225	GERMAN3 E	03420300	H	Z
4689/4699	HUMANIT GH	03221600	GH	L
2368/2168	HUMANIT H	03221600	H	L
3130/3330	IND ENG H SI	03221800	H	L
2363/2263	IND ENG H	03221800	H	L

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

4690/4890	IND ENG GH	03221800	GH	L
2364/2264	IND ENG2 H	03221810	H	L
3197/3297	IND ENG2 H SI	03221810	H	L
4691/4891	IND ENG2 GH	03221810	GH	L
4692/4892	IND ENG3 GH	03221820	GH	L
2366/2266	IND ENG3 H	03221820	H	L
6265/6266	IND ENG3 H	03221820	H	L
2561/2261	INSTMTH3 GH	03102502	GH	M
2432/2232	LATIN2 H	03430200	H	Z
2431/2231	LATIN3 H	03430300	H	Z
1120	MATH 7 GH	03103000	GH	M
5109	MATH 7 H	03103000	H	M
1220	MATH8 GH	03103100	GH	M
2560/2260	PHYSICS GH	03050000	GH	X
7123/6219	PHYSICS GH SI	03050000	GH	X
6809/6209	PHYSICS GH A	03050000	GH	X
6810/6210	PHYSICS GH B	03050000	GH	X
2518/2218	PHYSICS H	03050000	H	X
3250/3350	PHYSICS H NC	03050000	H	X
3251/3351	PHYSICS H SI	03050000	H	X
3252/3349	PHYSICS H SIBI	03050000	H	X
6807/6207	PHYSICS H A	03050000	H	X
6808/6208	PHYSICS H B	03050000	H	X
6811/6211	PHYSICS H SI A	03050000	H	X
6812/6212	PHYSICS H SI B	03050000	H	X
6970/6270	PHYSICS H	03050000	H	X
6975/6275	PHYSICS GH	03050000	GH	X
6978/6278	PHYSICS H NC	03050000	H	X
6979/6279	PHYSICS H SI	03050000	H	X
6980/6280	PHYSICS H SIBI	03050000	H	X
2567/2268	PRE CALC GH	03101100	GH	M
2484/2269	PRE CALC H	03101100	H	M
3208/3408	PRE CALC H SI	03101100	H	M
5104	ELAR 7 GH	03200520	GH	X
5105	ELAR 7 H	03200520	H	X
5204	ENG 8 GH	03200530	GH	X
5205	ENG 8 H	03200530	H	X
5206	SS 8 GH	03343100	GH	X
5207	SS 8 H	03343100	H	X
1143	SCI 7 GH	03060700	GH	X
5110	SCI 7 H	03060700	H	X
1243	SCI 8 GH	03060800	GH	X
5210	SCI 8 H	03060800	H	X
6841/6241	SPAN 2 H A	03440200	H	Z
6842/6242	SPAN 2 H B	03440200	H	Z
2440/2040	SPAN2 H	03440200	H	Z
1439/1639	SPAN2 H J	03440200	HJ	Z
7118/6118	SPAN 2 H	03440200	H	Z
1269/1469	SPAN 3 J	03440300	HJ	Z
2443/2043	SPAN3	03440300	H	Z
1260/1270	SPAN3 HJ	03440300	HJ	Z

2021-22 ECISD COURSES EXEMPT FROM NO PASS-NO PLAY

2437/2438	SPAN3 H	03440300	H	Z
7117/6117	SPAN 3 H	03440300	H	Z
7111/7143	SPAN 3	03440300	H	Z
2462/2162	SPAN 4	3440400	H	Z
7112/7144	SPAN 4	3440400	H	Z
5106	SS 7 GH	03343000	GH	S
5107	SS 7 H	03343000	H	S
5206	SS 8 GH	03343100	GH	S
5207	SS 8 H	03343100	H	S
4496/4396	TACS1 H	03580200	H	L
3212/3412	W GEO GH SI	03320100	GH	S
2562/2262	W GEO GH	03320100	GH	S
6993/6293	W GEO GH SI	3320100	GH	S
6829/6129	W GEO GH A	03320100	GH	S
6830/6130	W GEO GH B	03320100	GH	S
2563/2163	W GEO H	03320100	H	S
3258/3458	W GEO H SI	03320100	H	S
3261/3461	W GEO H SIBI	03320100	H	S
6831/6231	W GEO H A	03320100	H	S
6832/6234	W GEO H B	03320100	H	S
6991/6291	W GEO GH	03320100	GH	S
6992/6292	W GEO H	03320100	H	S
6997/6297	W GEO H SI	03320100	H	S
6998/6298	W GEO H SIBI	03320100	H	S
2545/2245	W HIST H	03340400	H	S
3221/3421	W HIST GH SI	03340400	GH	S
3256/3456	W HIST H NC	03340400	H	S
3220/3320	W HIST H SI	03340400	H	S
2546/2246	W HIST GH	03340400	GH	S
6837/6437	W HIST GH A	03340400	GH	S
6838/6438	W HIST GH B	03340400	GH	S
6835/6435	W HIST H A	03340400	H	S
6836/6436	W HIST H B	03340400	H	S
6839/6339	W HIST H SI A	03340400	H	S
6840/6340	W HIST H SI B	03340400	H	S
6989/6389	W HIST H	03340400	H	S
6994/6394	W HIST H SI	03340400	H	S
6996/6396	W HIST H NC	03340400	H	S
6995/6295	W HIST GH SI	03340400	GH	S
6990/6290	W HIST GH	03340400	GH	S

## MASTER SCHEDULE KEY

Core Course Code	Code that indicates the core subject. L=Language Arts M=Math X=Science S=Social Studies
Special Course Consideration	P=Advanced Placement D=College Dual Credit G=Gifted and Talented H=Honors Course I=International Baccalaureate Course K=Pre IB J=Credit course before 9th grade
Service ID	TEA Service ID

## EIA (REGULATION)

### ELIGIBILITY

Students in an advanced placement, international baccalaureate courses or in an honors or dual credit course in English, language arts, mathematics, science, social studies, economics or a language other than English, shall be exempt from no pass, no play provisions. This provision shall include dual credit courses in English, language arts, mathematics, science, social studies, economics, or a language other than English taught off campus or a dual credit course taught on the High School campus by university or community college personnel.

The evaluation periods for eligibility are as follows:

1. Grades of all students shall be checked at the end of the first six weeks of school.
2. Grades of ineligible students will be checked on a three week frequency following the first six weeks of school.
3. Students' eligibility status becomes effective seven days after the end of the grade evaluation period. The same rule applies if an incomplete "I" is on record. Students with an incomplete regain their eligibility when the "I" is replaced with a passing grade in the records office or the appropriate school personnel notified.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Scott R. Muri, Ed.D., Superintendent of Schools

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL TO ENDORSE BOARD OF TRUSTEE DR. STEVE BROWN TO FILL A POSITION ON THE TASB BOARD OF DIRECTORS**

**DATE:** June 15, 2021

---

ECISD Board of Trustee Dr. Steve Brown currently holds a position on the TASB Board of Directors for Region 18. This position is now open. The ECISD Board of Trustees are invited to endorse his candidacy to fill this position.

A TASB Director represents his or her region on the Board, guiding the organization in fulfilling its mission to provide advocacy, visionary leadership, and high quality services to TASB members.

Dr. Steve Brown is seeking your endorsement for this seat on the TASB Board of Directors.



# TASB 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: \_\_\_\_\_

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

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

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *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: \_\_\_\_\_

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

### 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.

**Must be received by TASB on or before June 30, 2021.**

**Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)  
FAX: 512.467.3554**

# TASB Director Nomination Information



*Expert help from friendly people*

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional advisor. Consult with your attorney or professional advisor to apply these principles to specific fact situations.  
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# TASB Board of Directors

- **Terms:** Directors serve 3-year terms, once elected to a 3-year term, can be elected to maximum of 3 additional terms
- **Vacancies:** Directors can be elected to a term of less than three years when a vacancy is created by resignation or a Director leaving his or her local board
- **Duties:** supervise, control and direct affairs of TASB in accordance with Articles of Incorporation, Bylaws, and Advocacy Agenda
- **Board Meetings:** Four annual meetings—Spring, Summer, Convention, December



# TASB Nomination Materials

- By April 30, local school districts (Active Members) are notified of vacancies and expiring terms on the TASB Board.
- Board Presidents and Superintendents will receive an e-mail with the following information:
  - Nomination Form
  - Endorsement Form
  - TASB Nominations Q&A
  - New Directors Candidate Questionnaire
  - Biographical Sketch
  - Excerpt VI from the TASB Bylaws
- Materials will also be posted on the TASB website.



# TASB Nomination Submissions

**To submit a nominee from your local school board for a vacancy or expiring position on the TASB Board in your TASB Region:**

The following must be **received in the TASB Austin office** no later than **Wednesday, June 30** at 11:59 p.m.

- Nomination Form (Local Board action is required)
- Biographical Sketch
- New Director Candidate Questionnaire



# Endorsement Process

By July 3, a complete listing of nominated individuals will be posted on the [TASB Nominations page](#).

Local school districts (*Active Members*) within a TASB Region containing a vacancy or expiring position can endorse a nominated candidate by submitting the TASB Endorsement Form on or before **August 29** at 11:59 p.m.



# Endorsement Process (continued)

- Endorsements can only be accepted from districts that take **board action** to endorse between **July 3** and **August 29**.
- A district's nomination of an individual also serves as an endorsement for that candidate.
- According to the TASB Bylaws, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.
- An endorsement count for each candidate will be updated daily on the TASB website.



# Endorsement Process (continued)

**District participation in the Endorsement Process is strongly encouraged :**

If a nominated individual has received endorsements from a majority of the Active Members in the TASB Region, one more than 50%, that individual is elected to the Board and will take office after the final convention session in the year elected. (Large District nominations serve as a majority)

If no individual has received a majority of the endorsements, the Delegate Assembly ballot will include the TASB Nominations Committee's nominees and will also list any nominated individuals who have received endorsements from at least 25 percent of the Active Members within their TASB Region.



# TASB Nominations Committee

**For positions in which no individual has received a majority of regional endorsements:**

The TASB Nominations Committee will meet in Austin in September to interview nominated individuals and prepare a slate of nominees to present to the Delegate Assembly.

Candidate expenses incurred for the interview will be the responsibility of the local school district.



# Delegate Nomination

If a candidate is not selected by the TASB Nominations Committee to appear on the Delegate Assembly ballot and has not received endorsements from 25 percent of the Active Members in their TASB Region, they can be nominated by their local district's Delegate Assembly Delegate.

The candidate's Delegate must have interviewed with the Nominations Committee and submit a Delegate Nomination Form and a statement of the candidate's intent and consent to run for the position by this alternate means. These documents must be **received in the TASB Austin office** five days prior to the annual Delegate Assembly.



# Delegate Candidate

## At Delegate Assembly:

If there is more than one nominee for a Director position, the nominees will be allowed three minutes to speak to the Assembly on their behalf.

The nominee receiving the majority of votes from the Delegates present and voting shall be elected to the TASB Director position.





If you have any questions or need further information regarding the TASB Director Nominations Process, please contact Lysa Hoelscher at (800) 580-8272, ext. 2976 or (512) 467-0222, ext. 2976.



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

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

May 11, 2021 – Board Workshop Meeting  
May 18, 2021 – Regular Board Meeting

**AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., May 11, 2021, WITH THE FOLLOWING MEMBERS:**

**Present:**

Delma Abalos  
Dr. Steve Brown  
Carol Gregg - Virtual  
Tammy Hawkins  
Nelson Minyard  
Dr. Donna Smith  
Christopher Stanley

**Absent:**

**School Officials:** Dr. Scott Muri, Mike Adkins, Staci Ashley, Dr. Stephanie Howard, Dr. Lilia Nández, Jason Osborne, Deborah Ottmers, Alicia Syverson, Dr. Kellie Wilks, Patrick Young

**Others:** Tatiana Dennis, James Rush, Ruth Campbell, Roger Cleere, Lisa Wills, Jaime Miller, Staci Ashley, Chad Crowson, Javier Ruiz, Teresa Willison, Annie Stanley, Kayla Hiles, Michelle Gibson, Albert Anchondo, Mary Franco

**25481 Meeting Called to Order:** Delma Abalos, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**25482 Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting:** Board President Delma Abalos, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**25483 Opening Remarks by Superintendent:** In Dr. Muri’s opening remarks he provided Trustees with a brief update on some of the academic progress made this year. Looking at MAP (Measure of Academic Progress) assessments from the Spring Semester, District-wide scores show the median growth percentile to be a 52 Overall, a 57 in Math and a 47 in Reading. He explained that the 50<sup>th</sup> percentile represents average growth during an average school experience. Approaching 60 is remarkable. Of course, he added, this was anything but an average year. Broken down in more detail, data shows many ECISD students grew more in the second semester than they did in the first semester, which is the opposite of typical trends. He said in summary, there is much cause for celebration, yet, still a lot of work to do to ensure our students have an excellent educational experience every day.

*(Nelson Minyard departed at 6:28 p.m. and was absent for the remainder of the meeting.)*

**25484** **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

Javier Ruiz, President of Ector County Texas State Teachers Association spoke to agenda item 5A. He congratulated Chris Stanley on his re-election to the school board. He also talked about the proposed raises for employees, federal stimulus money for public school districts and plans to use those federal dollars to improve student achievement.

### **Action Items**

**25485** **Discussion of and Request for Approval of Order Canvassing May 1, 2021 Board of Trustees Election Returns:** Moved by Hawkins, seconded by Brown to approve Order Canvassing May 1, 2021 Board of Trustees Election Returns as presented. These are the final cumulative and precinct by precinct results from each polling place where a trustee position was contested.

Motion unanimously approved.

**25486** **Administration of Board of Trustees' Oath of Office:** The Honorable Judge James Rush Administered the Board of Trustees' Oath of Office for Delma Abalos (SMD-Position 2), Steve Brown (SMD-Position 5), and Nelson Minyard (SMD-Position 7) all who were certified as Unopposed Candidates "Elected" on March 23, 2021. Christopher Stanley was re-elected (SMD-Position 4) in the May 1, 2021 Election. Mr. Stanley was appointed to fill the 2017-2021 term on August 18, 2020 replacing Doyle Woodall.

No action required.

**25487** **Discussion of and Request for Approval of Standardized Uniforms for Burnet Elementary:** This item was tabled and will be revisited at the May 18, 2021 Regular Board meeting.

No action taken.

### **Report/Discussion Items**

**25488** **Transportation Presentation:** Transportation Director Roger Cleere presented this item for discussion. He opened the presentation by sharing that a staff of more than 150 operates and maintains a fleet of 185 buses and 10 SUVs used for student and staff travel. Using money approved by voters in the 2018 Tax Ratification Election (TRE), the department purchased 29 new buses and has leased-to-own another 30, putting 59 new buses in rotation since the TRE. ECISD buses travel more than 1.5 million miles each year just running routes to and from school (6,200 students); another 300,000 are covered for

extra-curricular activities; and the District spends about \$670,000 for fuel each year. This year, due to COVID, the number of passengers on buses has been limited, and the District increased bus sanitizing and hand sanitizing for all riders. ECISD's Transportation Department is recommending the addition of Live GPS on buses to help with routing and with safety. If adopted, the GPS app would allow parents to confirm their child is on the bus, and to be able to track the bus as it moves through town. Adding Wi-Fi to trip buses is another project the department would like to pursue in the future.

No action required.

**25489** **Presentation and Discussion of Nimitz Middle School Plans for Improvement:** Nimitz Middle School Principal Teresa Willison presented this item for discussion. Ms. Willison provided a report on the improvement plans for Nimitz. Nimitz was rated "Met Standard" by the state until receiving a "D" rating in 2018-19. Because of the pandemic, accountability ratings have been suspended since then. Showing end-of-year MAP data (student benchmark tests given three times per year), Nimitz students showed growth beyond expectations in both math and English Language Arts in all three grades (6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>). The use of Professional Learning Communities (PLC), professional development for school leaders, and the use of the Opportunity Culture model are ways Nimitz is growing professionally and improving its work for students.

No action required.

**25490** **Discussion of Revisions to Policy FNCA(LOCAL): Student Conduct Dress Code:** Deputy Superintendent Dr. Howard presented this item for discussion. Proposed revisions would move some aspects of the policy to Administrative Regulations.

No action required.

**25491** **Legislative Update:** In his legislative update, Dr. Muri shared with Trustees that there is a process involved in applying for ESSER 3 funds (\$55.9 million for ECISD) and our District has started that process. He added there is still no word on ESSER 2 money, though it is evident that some of the money is being built into proposed bills. Dr. Muri said he would not be surprised if a final decision is not made during this legislative session. He added, HB 4545 was voted down, and he felt that was good because it contained a lot of restrictions on local decision-making, and new accountability discussions could mean "look back" consequences for schools who were rated a D or F as far back as 2015.

No action required.

**25492** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code - [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employees of the District or**

**hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the hiring of Executive Director of Leadership.) Consultation with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

Board President Delma Abalos convened the Board of Trustees to closed session at 7:20 p.m.

Board President Delma Abalos reconvened the Board of Trustees to open session at 7:29 p.m.

**25493 Request for Approval of Personnel Recommendation for Executive Director of Leadership:** Moved by Brown, seconded by Hawkins to approve Erin Bueno as an Executive Director of Leadership - Principal Supervisor as presented. Mrs. Bueno has spent the past three years as the principal of San Jacinto Elementary School, and prior she was the assistant principal there for four years. She helped lead San Jacinto from an Improvement Required campus that was reconstituted to a grade of “B” from the Texas Education Agency. She also served five years in instructional coaching.

Motion unanimously approved.

**25494 Closing Remarks by Superintendent:** In his closing remarks, Dr. Muri announced the Administrative Team is beginning the process of nominating this board for the school board of the year.

**25495 Adjournment:** Delma Abalos, Board President, adjourned the Board meeting at 7:32 p.m.

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**Board President**  
*Delma Abalos*

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

**AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., MAY 18, 2021, WITH THE FOLLOWING MEMBERS:**

**Present:**

Delma Abalos  
Dr. Steve Brown  
Tammy Hawkins  
Carol Gregg  
Nelson Minyard  
Dr. Donna C. Smith  
Christopher Stanley

**Absent:**

**School Officials:** Dr. Scott Muri, Mike Adkins, Staci Ashley, Dr. Stephanie Howard, Dr. Lilia Náñez, Jason Osborne, Deborah Ottmers, Alicia Syverson, Dr. Kellie Wilks, Patrick Young

**Others:** Mike Atkins, Mark Ball, Dallas Kennedy, Fred Stormer, Chris Grammer, Jennifer Bizzell, Wesley Burnett, Jesus Marrero, Albert Anchondo, Donna Ziriaux, Tracey Borchardt, Julia Willett-Weekly, Dr. Stacy Johnson, Annette Macias, Lisa Wills, Jaime Miller, Alicia Press, Lyndsey Lumpkin, Dr. Corey Seymour, Ashley Osborne, Ruth Campbell, Mary Franco

**25496** **Meeting Called to Order:** Delma Abalos, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

**25497** **Verification of Compliance with Open Meeting Law:** Delma Abalos, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

**25498** **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Tammy Hawkins Board Vice-President.

**25499** **Invocation:** The Invocation was led by Dr. Steve Brown, ECISD Board of Trustee.

**25500** **Alicia Press and Roberto Cedillo Accepted to the National Superintendents Academy:** Executive Directors of Leadership Alicia Press and Robert Cedillo were recognized on their acceptance into the National Superintendents Academy. The National Superintendents Academy is led by and designed for school superintendents. It provides practical, hands-on training that supplements traditional training and certification programs. The competition for admission is incredibly rigorous. The academy consists of six modules over the course of three months. It is open to early career superintendents, top-level administrators, and assistant superintendents. By pursuing this they are committing to continue their professional learning and sharpening their skills to impact education.

**25501** **Recognition of Scripps Regional Spelling Bee Champion:** Bowie Middle School 7<sup>th</sup> Grade Student Shijay Sivakumar was recognized as the Scripps Regional Spelling Bee Champion. He will go on to compete in the Scripps National Spelling Bee starting on June 12, 2021.

**25502** **Recognition of Memorial Scholarship Fund Recipients:** Following the tragic shooting last August, our school district established the Memorial Scholarship Fund as a vehicle to receive memorial or honorary donations from community members that would then be awarded as scholarships to graduating seniors. Students apply for the scholarship and a campus committee reviews and selects the recipients – one senior from each high school. To be considered the student must be a senior, have a minimum of a 2.5 grade point average, and plan to attend a two- or four-year institution or a technical institution to gain an industry certification.

**Memorial Scholarship Fund Recipients – 2021**

G.H.W.B. New Tech Odessa, Aliye Kocak – Texas A&M University, Major in Psychology

OCTECHS, Jasmin Seas Loya – University of Texas Permian Basin, Undecided major

Odessa Collegiate Academy, Tamara Arenivas – UT El Paso, Major in Criminal Justice

Odessa High School, Iliana Reyna – Odessa College, Complete Vocational Nurse/Surgical Technician Program

Odessa High School, Nadia Garcia – University of Texas El Paso, Major in Biomedical Studies

Odessa High School, Nieves Villa Delgado – Texas Tech University, Major in Pre-Med

Permian High School, Bethani Fierro – Texas A&M University, Speech Pathologist

Permian High School, Nicholas T. Pursley – University of Alabama, Major in Political Science and Public Relations

Permian High School, Sneha Kesavan – University of Texas, Major in Neuroscience with a Plan II Concentration

**25503** **Introduction of Top 10 Graduates from Odessa Collegiate Academy, OCTECHS, G.H.W.B. New Tech Odessa, Permian High School, and Odessa High School:** Virtual introduction of the Top 10 Graduates from Odessa Collegiate Academy, OCTECHS, G.H.W.B. New Tech Odessa, Permian High School and Odessa High School:

**The Top 10 Graduates from G.H.W.B. New Tech Odessa**

1. Natalie Jones, *Valedictorian*
2. Yashmine Hernandez, *Salutatorian*
3. Caytlynn Tutt
4. Aliye Kocak
5. Dolapo Ogunsola
6. Andrea Wall

7. Victor Royal Ramirez
8. Chanel Ramos
9. Diana Hernandez
10. Giselle Sosa

**The Top 10 Graduates from OCTECHS**

1. Kadence Shepardson, *Valedictorian*
2. Clarice Carrasco, *Salutatorian*
3. Sheridan Marshall
4. Edwin Castillo Gonzalez
5. Jasmin Seas Loya
6. Tamara Martinez-Berumen
7. Bronson Pittman
8. Carson Cabral
9. Marc Rivera
10. Francisco Chavez

**The Top 10 Graduates from Odessa Collegiate Academy**

1. Nataly Sotelo, *Valedictorian*
2. Tamara Arenivas, *Salutatorian*
3. Makayla Stanley
4. Eden Orjinta
5. Mackenzie Vlosich
6. Madison Elliott
7. Luis Leyva
8. Samantha Acosta
9. Amy Gabriel
10. Christine Campos

**The Top 10 Graduates from Odessa High School**

1. Sejal Yadalla, *Valedictorian*
2. Aakash Angirekula, *Salutatorian*
3. Thomas Chavez
4. Isaac Granados
5. Sasha Gutierrez
6. Gerad Sandate, Jr.
7. Jaqueline Rivera
8. Caroline Reed
9. Clifford Gordon
10. Vinny Flores

**The Top 10 Graduates from Permian High School**

1. Faith Fulbright, *Valedictorian*
2. Sneha Kesavan, *Salutatorian*
3. Bailey Dunston
4. Emily Hill
5. Allison Glasman
6. Bryan Martinez

7. Alexis Allen
8. Joshua Weakland
9. Gio Renacia
10. Claire Hill

**25504** **Opening Remarks by Superintendent:** In his opening remarks, Dr. Scott Muri reminded Trustees that graduation season is upon us. The coming weekend will feature the Class of 2021 ceremonies for our two early college high schools as well as the fulfillment of our promise to give the Class of 2020 a traditional graduation experience. He said it will be a busy and exciting Friday and Saturday. The following weekend will be three more ceremonies for the Class of 2021.

**25505** **Public Comment:** No public comment.

### Action Items

**25506** **Discussion and Possible Action to Accept for Consideration an Application for an Appraised Value Limitation on Qualified Property from Quail Run Carbon, LLC, assess a Large Project Application Fee, authorize the Superintendent to review the Application for completeness, submit such Application to the Comptroller and Take Other Action Incident Thereto:** Moved by Hawkins, seconded by Brown to Accept for Consideration an Application for an Appraised Value Limitation on Qualified Property from Quail Run Carbon, LLC, assess a Large Project Application Fee and authorize the Superintendent to review the Application for completeness, submit such Application to the Comptroller as set out in Chapter 313 of the Texas Tax Code.

Motion unanimously approved.

**25507** **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Brown, seconded by Stanley to approve the Purchases over \$50,000 as presented.

Motion unanimously approved.

**25508** **Discussion of and Request for Approval 2020-2021 Budget Amendment #8:** Moved by Brown, seconded by Smith to approve the 2020-2021 Budget Amendment #8 as presented.

Motion unanimously approved.

**25509** **Discussion of and Request for Approval of the Quarterly Investment Report:** Moved by Smith, seconded by Hawkins to approve the Quarterly Investment Report as presented.

Motion unanimously approved.

**25510** **Discussion of and Request for Approval to Pay Off Bus Lease:** Moved by Minyard, seconded by Smith to approve the Pay Off Bus Lease as presented.

Motion unanimously approved.

**25511** **Discussion of and Request for Approval to Sell Property for Less Than Market Value:** Moved by Minyard, seconded by Brown to approve the Sell of Property for Less Than Market Value as presented.

Motion unanimously approved.

**25512** **Discussion of and Request for Approval to Accept Purchase on Tax Foreclosed Property:** Moved by Minyard, seconded by Brown to approve to Accept the Purchase on Tax Foreclosed Property as presented. These are two lots that have been purchased by Midland Habitat for Humanity.

Motion unanimously approved.

**25513** **Discussion of and Request for Approval of Revisions to Policy FNCA(LOCAL): Student Conduct Dress Code:** Moved by Minyard, seconded by Smith to approve the revisions to Policy FNCA(LOCAL): Student Conduct Dress Code as presented.

Motion unanimously approved.

**25514** **Discussion of and Request for Approval of the 2021-2022 Compensation Plan:** Moved by Brown, seconded by Minyard to approve the 2021-2022 Compensation Plan as presented. The highlights of the 2021-2022 Compensation Plan:

- Starting teacher salary raised to \$57,000 (NOTE: four years ago, 2017-18, ECISD's starting teacher salary was just \$44,500);
- Everyone on teacher pay scale will get \$1,800 with additional adjustments at Steps 1-10;
- 4% general pay increase at midpoint for hourly employees (increased hourly minimum to \$12.00);
- 3% general pay increase at midpoint for exempt (non-hourly) employees;
- A \$750 Invest in Talent Stipend for all those employed on the first day of instruction in August;
- Additionally, the District contributes \$380 per month for all eligible employees towards their health coverage;
- The District provides \$10,000 in life insurance benefits;
- Many additional options available for group rates (dental, vision, disability, and additional life insurance);
- Opportunities for loan forgiveness;<sup>178</sup>
- The pay increases come at a cost of approximately \$7.4 million to the District's budget.

Motion unanimously approved.

- 25515** **Discussion of and Request for Approval of the 2021-2022 District Improvement Plan**: Moved by Minyard, seconded by Hawkins to approve 2021-2022 District Improvement Plan as presented.

Motion unanimously approved.

- 25516** **Discussion of and Request for Approval of ECISD's Second Amendment to the Academic Calendar for 2020-2021**: Moved by Minyard, seconded by Hawkins to approve ECISD's Second Amendment to the Academic Calendar for 2020-2021 as presented.

Motion unanimously approved.

- 25517** **Discussion of and Request for Approval of Standardized Uniforms at Burnet Elementary**: Moved by Brown, seconded by Minyard to approve Standardized Uniforms at Burnet Elementary as presented.

Motion unanimously approved.

- 25518** **Consent Agenda**: Moved by Minyard, seconded by Brown to approve Consent Agenda with the modification to pull Item D and approve Item E with modification to UIL language on page 321 (page 3 of 5 of the Memorandum of Understanding & Articulation Agreement).

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000
- ~~D. Request for Approval of Memorandum of Understanding Between Ector County ISD and the University of Texas of the Permian Basin for Academic Dual Credit~~
- E. Request for Approval of Memorandum of Understanding and Articulation Agreement between Ector County ISD and Odessa College for Dual Credit Offerings
- F. Request for Approval of Instructional Materials Allotment and TEKS Certification 2021-2022

Motion unanimously approved with modifications.

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

- 25519** **Budget Update Discussion**: Chief Financial Officer Deborah Ottmers presented this item for discussion. In addition to a look at a breakdown of the budget's composition, Trustees received an update on how elements of the proposed budget and the current budget reflect the priorities they have voiced – morale, early childhood education, middle schools, facilities/maintenance, equity, quality education, and compensation.

These seven priorities are supported by several different projects each from salary increases, to technology resources, heating/ventilating and roof replacements, virtual science labs, RISE and Teach-to-One in some middle schools are only a few of the specific examples given.

No action required.

- 25520** **Legislative Update:** In Dr. Scott Muri's Legislative Update he spoke about a very recent idea being considered to pass ESSER II dollars (about \$25 million for ECISD) to school districts but with restrictions that the money be designated to fund balance and not be spent for four years. Dr. Muri said that is not a good idea because the money is intended to help current students recover the learning they lost during COVID.

No action required.

- 25521** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the hiring of Principals for Downing Elementary and Jordan Elementary) Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]:**

Board President Delma Abalos convened the Board of Trustees to closed session at 8:11 p.m.

Board President Delma Abalos reconvened the Board of Trustees to open session at 8:21 p.m.

- 25522** **Discussion of and Request for Approval of Recommendations for Principals:** Moved by Brown, seconded by Smith to approve Lindsey Lumpkin as Principal for Downing Elementary as presented.

Moved by Minyard, seconded by Smith to approve Tiffany Rickman as Principal for Jordan Elementary as presented.

Motions unanimously approved.

- 25523** **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchasing Report and the Routine Personnel Report.

- 25524** **Closing Remarks by Superintendent:** There were no closing remarks.

**25525** **Adjournment:** Board President Dr. Donna C. Smith adjourned the Board meeting at 8:22 p.m.

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**Board President**  
*Dr. Donna C. Smith*

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**Board Secretary**  
*Tammy Hawkins*



## **REQUEST FOR APPROVAL OF BILLS FOR PAYMENT**

Attached you will find printouts listing disbursements from May 13, 2021 thru June 9, 2021 for your approval.

TO: BOARD OF TRUSTEES  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 05/13/2021 to 06/09/2021

ANALYSIS RECAPITULATION	AMOUNT
<b>Operating Fund:</b>	\$ <u>12,823,109.16</u>

APPROVED: \_\_\_\_\_

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

**ECTOR COUNTY ISD  
CHECK REGISTER  
05/13/2021 - 06/09/2021**

<b>DATE</b>	<b>PAYEE</b>	<b>AMOUNT</b>
5/19	AMERIPRIDE SERVICES INC.	\$ 395.39
5/19	BASIN BLOCK & SUPPLY	1,270.00
5/19	B-LINE FILTER & SUPPLY INC	2,247.60
5/19	BUCK'S WHEEL & EQUIPMENT COMPANY	82.43
5/19	CAFE VENTURE COMPANY	455.00
5/19	CAROLINA BIOLOGICAL SUPPLY CO	247.38
5/19	CMC BUSINESS SYSTEMS INC	2,405.86
5/19	AUTOMATIC ICE MACHINE	1,953.50
5/19	DEMCO INC	256.48
5/19	DICK BLICK COMPANY	144.39
5/19	EDUCATIONAL TESTING SERVICE	300.00
5/19	ETA HAND2MIND	536.10
5/19	FROG STREET PRESS INC	28,214.45
5/19	GANDY INK	2,857.60
5/19	GLOBAL EQUIP CO	979.01
5/19	GRAPHIC SOLUTIONS GROUP	363.10
5/19	NO TEARS LEARNING INC.	1,849.09
5/19	HENRY SCHEIN INC	788.30
5/19	HOUGHTON MIFFLIN HARCOURT	3,402.00
5/19	J W PEPPER & SON INC	48.00
5/19	KAMICO INSTRUCTIONAL MEDIA	288.75
5/19	KELLY-MOORE PAINT	2,691.51
5/19	LAKESHORE LEARNING	31,094.64
5/19	LAWSON PRODUCTS INC.	431.17
5/19	LOU'S CLINICAL LAB INC	1,393.00
5/19	MARK'S PLUMBING PARTS	1,928.28
5/19	MENTORING MINDS. LP	877.80
5/19	MORRISON SUPPLY CO	7,764.23
5/19	MSC INDUSTRIAL SUPPLY CO.	1,157.92
5/19	NATIONAL STAFF DEVELOPMENT	477.00
5/19	AIM MEDIA TEXAS OPERATING LLC	1,050.35
5/19	ODESSA COLLEGE	744.00
5/19	ODESSA WINLECTRIC	1,680.00
5/19	O REILLY AUTO ENTERPRISES LLC	765.75
5/19	ORIENTAL TRADING COMPANY INC	991.18
5/19	POSITIVE PROMOTIONS	695.60
5/19	ROBERTS TRUCK CENTER OF TEXAS	485.74
5/19	SECURED DOCUMENT SHREDDING INC	1,264.00
5/19	SIMS PLASTIC INC	18.40
5/19	TEACHER'S DISCOVERY	1,729.74
5/19	THE BOSWORTH LTD	7,210.83
5/19	FOLLETT SCHOOL SOLUTIONS, INC.	439.09

5/19	MCM ELEGANTE HOTEL	1,750.00
5/19	NAPA AUTO PARTS	852.74
5/19	SCARBOROUGH SPECIALTIES, INC	736.10
5/19	UNIFIRST CORPORATION	5,233.42
5/19	OFFICE DEPOT, INC	21,367.52
5/19	SCHOOL SPECIALTY LLC	7,713.14
5/26	ALL ABOARD AMERICA!	6,621.40
5/26	ALL ABOUT HEARING	550.00
5/26	AMERIPRIDE SERVICES INC.	1,745.84
5/26	AVID CENTER	8,500.00
5/26	B-LINE FILTER & SUPPLY INC	1,008.64
5/26	BSN SPORTS, INC DBA US GAMES	8,560.00
5/26	BUCK'S WHEEL & EQUIPMENT COMPANY	1,015.82
5/26	CMC BUSINESS SYSTEMS INC	1,856.71
5/26	AUTOMATIC ICE MACHINE	325.00
5/26	COMPUDATA SOLUTIONS LLC	180.00
5/26	COOLE SCHOOL	4,532.50
5/26	DEMCO INC	258.97
5/26	DIAMOND BUSINESS SERVICES INC	1,822.63
5/26	DICK BLICK COMPANY	2,626.39
5/26	GARDA CASH LOGISTICS	12,728.56
5/26	GOPHER SPORT	45.66
5/26	HEINEMANN	3,499.25
5/26	HENRY SCHEIN INC	623.40
5/26	HOWELL & WINDHAM ADVERTISING	1,265.00
5/26	HYDROTEX PARTNERS LTD	11,666.32
5/26	J W PEPPER & SON INC	494.95
5/26	KELLY-MOORE PAINT	425.85
5/26	LAKESHORE LEARNING	18,421.71
5/26	LOVING GUIDANCE	449.65
5/26	NASSP	385.00
5/26	AIM MEDIA TEXAS OPERATING LLC	1,034.70
5/26	O REILLY AUTO ENTERPRISES LLC	572.89
5/26	O REILLY AUTOMOTIVE STORES INC	324.95
5/26	ORIENTAL TRADING COMPANY INC	4,372.38
5/26	PIONEER DRAMA SERVICE	50.25
5/26	PLAYSCRIPTS INC.	100.00
5/26	PROJECT LEAD THE WAY INC	1,265.00
5/26	REALLY GOOD STUFF LLC	359.97
5/26	REGION 13 EDUCATION SERVICE CENTER	60.00
5/26	SECURED DOCUMENT SHREDDING INC	32.00
5/26	SIMS PLASTIC INC	466.03
5/26	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	2,835.00
5/26	THE LIBRARY STORE	401.46
5/26	TRANE U.S. INC.	719.73
5/26	ULINE INC.	7,308.81
5/26	WEST MUSIC CO	880.47

5/26	WESTAIR-PRAXAIR DISTRIBUTION INC	452.81
5/26	WOLFCOM ENTERPRISES	3,117.97
5/26	BILL WILLIAMS TIRE CENTER	6,794.76
5/26	FOLLETT SCHOOL SOLUTIONS, INC.	1,788.15
5/26	NAPA AUTO PARTS	1,158.84
5/26	SCARBOROUGH SPECIALTIES, INC	9,682.77
5/26	UNIFIRST CORPORATION	2,562.44
5/26	OFFICE DEPOT, INC	7,813.82
5/26	AUDIO RESOURCES GROUP, INC.	13,000.00
5/26	ARAMARK UNIFORM \$ CAREER APPAREL GROUP INC.	73.03
5/26	SCHOOL SPECIALTY LLC	49,690.73
5/26	FIIX INC	2,080.00
6/2	AMERIPRIDE SERVICES INC.	416.72
6/2	ASCD	675.00
6/2	BSN SPORTS, INC DBA US GAMES	2,120.00
6/2	CENTERS FOR CHILDREN & FAMILIES	2,250.00
6/2	CUMMINS BC329	989.71
6/2	FLAGHOUSE INC	30.39
6/2	GANDY INK	3,350.00
6/2	HENRY SCHEIN INC	104.92
6/2	HYDROTEX PARTNERS LTD	8,278.98
6/2	JUNIOR LIBRARY GUILD	1,210.70
6/2	KELLY-MOORE PAINT	923.94
6/2	LAKESHORE LEARNING	1,075.18
6/2	LOVING GUIDANCE	2,248.25
6/2	MARK'S PLUMBING PARTS	7,274.74
6/2	MSC INDUSTRIAL SUPPLY CO.	119.40
6/2	O REILLY AUTO ENTERPRISES LLC	933.40
6/2	ORIENTAL TRADING COMPANY INC	92.97
6/2	PROJECT LEAD THE WAY INC	15,009.25
6/2	REALLY GOOD STUFF LLC	2,427.38
6/2	DRI-STICK DECAL CORPORATION	565.00
6/2	SCANTRON CORP	1,968.15
6/2	SCHOOL NURSE SUPPLY INC	1,454.77
6/2	SIMS PLASTIC INC	243.08
6/2	THE BOSWORTH LTD	12,856.87
6/2	TRANE U.S. INC.	57,792.69
6/2	UNITED STATES ACADEMIC	875.00
6/2	WESTAIR-PRAXAIR DISTRIBUTION INC	418.77
6/2	WOLFCOM ENTERPRISES	5,582.00
6/2	MCM ELEGANTE HOTEL	3,160.00
6/2	NAPA AUTO PARTS	6,633.12
6/2	NAPA AUTO PARTS	1,179.54
6/2	SCARBOROUGH SPECIALTIES, INC	1,735.78
6/2	OFFICE DEPOT, INC	129.98
6/2	SCHOOL SPECIALTY LLC	9,159.68
6/9	4IMPRINT INC	13,716.10

6/9	ALL ABOARD AMERICA!	7,934.00
6/9	AMERIPRIDE SERVICES INC.	454.12
6/9	AVID CENTER	5,347.50
6/9	BASIN BLOCK & SUPPLY	375.00
6/9	BIO CORPORATION INC	358.20
6/9	B-LINE FILTER & SUPPLY INC	945.33
6/9	BOUND TO STAY BOUND BOOKS, INC.	558.48
6/9	BSN SPORTS, INC DBA US GAMES	390.00
6/9	BUCK'S WHEEL & EQUIPMENT COMPANY	1,571.34
6/9	CONSORTIUM FOR SCHOOL NETWORKING (COSN)	940.00
6/9	CRISIS PREVENTION INSTITUTE	150.00
6/9	DICK BLICK COMPANY	653.60
6/9	ETA HAND2MIND	602.40
6/9	GANDY INK	724.50
6/9	GLOBAL EQUIP CO	820.17
6/9	GOPHER SPORT	2,706.00
6/9	HOUGHTON MIFFLIN HARCOURT	3,402.00
6/9	HOWELL & WINDHAM ADVERTISING	534.00
6/9	KELLY-MOORE PAINT	305.64
6/9	LAKESHORE LEARNING	14,594.03
6/9	LAWSON PRODUCTS INC.	18.30
6/9	LEARNING RESOURCES	1,599.60
6/9	LOVING GUIDANCE	5,373.95
6/9	MARK'S PLUMBING PARTS	458.27
6/9	MIDLAND SAFETY & HEALTH SALES	205.00
6/9	ODESSA WINLECTRIC	1,575.54
6/9	O REILLY AUTO ENTERPRISES LLC	765.79
6/9	ORIENTAL TRADING COMPANY INC	1,210.59
6/9	ROBERTS TRUCK CENTER OF TEXAS	17.13
6/9	DRI-STICK DECAL CORPORATION	2,285.70
6/9	SCHOOL NURSE SUPPLY INC	5,504.00
6/9	SECURED DOCUMENT SHREDDING INC	16.00
6/9	PARK PLACE PULBICATION LP	2,530.00
6/9	TRANE U.S. INC.	14,798.42
6/9	ULINE INC.	20,925.00
6/9	WEST MUSIC CO	504.32
6/9	WESTAIR-PRAXAIR DISTRIBUTION INC	726.34
6/9	FOLLETT SCHOOL SOLUTIONS, INC.	306.83
6/9	NAPA AUTO PARTS	1,024.94
6/9	BARNES & NOBLE BOOKSELLERS	4,477.51
6/9	BARNES & NOBLE INC.	6,940.45
6/9	SCARBOROUGH SPECIALTIES, INC	1,248.67
6/9	CONTINENTAL WIRELESS, INC.	424.25
6/9	TRANSMISSION SERVICE & SUPPLY INC	250.00
6/9	UNIFIRST CORPORATION	2,633.82
6/9	SEIDLITZ EDUCATION, LLC	64.85
6/9	OFFICE DEPOT, INC	19.50

6/9	SCHOOL SPECIALTY LLC	14,082.51
5/19	ABILENE ISD	340.00
5/19	ABILENE ISD	971.86
5/19	AMANDA MONTELONGO	915.92
5/19	AMAZON CAPITAL SERVICES	57,293.39
5/19	APPLE, INC	11,579.00
5/19	ASSOCIATES OF SUMMERTREE L.P.	8,243.04
5/19	AT&T	9,321.56
5/19	AT&T LONG DISTANCE	2,063.17
5/19	AVTELCOM LLC	975.00
5/19	BECKY RAMIREZ	1,040.00
5/19	BERNADETTE BARRAGAN	479.98
5/19	BEST CHOICE COFFEE SERVICES LLC	146.95
5/19	BIG DADDY'S	1,200.00
5/19	BLANCA ANAYA	74.31
5/19	BLUE STAR BUS SALES LTD	86.88
5/19	BRANDY SANDERS	506.00
5/19	BRAZOS DOOR & HARDWARE	1,150.00
5/19	BRITTANY BAKER	566.00
5/19	BROOKLYN PATTERSON	500.00
5/19	BRYAN NELMS	503.57
5/19	BYRNE BROS FOODS INC	8,232.00
5/19	SPARKLIGHT	2,452.72
5/19	SPARKLIGHT	3,669.59
5/19	SPARKLIGHT	241.43
5/19	CAVALLO ENERGY TEXAS LLC	98,280.05
5/19	CDW-G	16,431.78
5/19	CHERYL FRICCHIONE	1,840.00
5/19	CHICK-FIL-A ODESSA TOWN CENTER	455.00
5/19	CHICK-FIL-A UNIVERSITY BLVD ODESSA	513.00
5/19	CICI'S PIZZA	195.58
5/19	CROSSROADS FELLOWSHIP GLOBAL, INC.	1,439.20
5/19	CROSSROADS FELLOWSHIP GLOBAL, INC.	448.00
5/19	CULLIGAN WATER CONDITIONING OF WEST TEXAS	395.55
5/19	CUSTOM WHOLESALE SUPPLY INC	179.61
5/19	DAIMONT STAPLES	2,360.00
5/19	DAMARIS GUTIERREZ	920.00
5/19	DAMARIS GUTIERREZ	390.00
5/19	DANIEL BUSTAMANTE	81.03
5/19	DANIEL SORENSEN	300.00
5/19	DELESA STYLES	221.24
5/19	DOMINO'S PIZZA	324.95
5/19	DOMINO'S PIZZA	242.78
5/19	DS WATERS OF AMERICA INC	139.50
5/19	ECTOR COUNTY UTILITY DISTRICT	3,485.61
5/19	ELLIOTT WITNEY	18,400.00
5/19	EVER AFTER VENUE	2,550.00

5/19	FERGUSON FACILITIES SUPPLY	7,446.35
5/19	FW WALTON DALLAS, LLC	582,351.90
5/19	FW WALTON DALLAS, LLC	876,467.62
5/19	G H DAIRY	30,648.60
5/19	GARDENDALE WATER CO	691.50
5/19	GENEVA GARCIA	37.58
5/19	GERALD RAY RINEHART	240.00
5/19	GOODSON SERVICE COMPANY	45.40
5/19	GRAINGER	4,208.98
5/19	GRANDE COMMUNICATIONS NETWORK LLC	1,590.00
5/19	GRANDE COMMUNICATIONS NETWORK LLC	4,850.00
5/19	GRAYBAR	1,665.43
5/19	GUSTAVO PADILLA	2,000.00
5/19	HARVARD ASSOCIATES	4,332.45
5/19	HEATHER DRIGGERS	39.37
5/19	HIGH PLAINS OF ODESSA ASSOCIATES L.P.	12,196.60
5/19	HOLLY ROBERTS	1,500.00
5/19	HUMBERTO HERNANDEZ JR.	2,579.35
5/19	IMAGERY GRAPHIC SYSTEMS	3,165.54
5/19	INK LION DESIGNS, LLC	7,892.52
5/19	INTERNATIONAL BACCALAUREATE ORGANIZATION	1,744.00
5/19	INTERBORO PACKAGING CORP.	10,420.00
5/19	JASON OSBORNE	164.00
5/19	JASON OSBORNE	9.98
5/19	JAXON R STRAW	272.76
5/19	JLG PR CONSULTING LLC	12,100.00
5/19	JUDITH CAWLEY	3,934.85
5/19	JULIAN MANCHA	875.00
5/19	JUMBURRITO	308.66
5/19	K. B. SAFE & LOCK CO	78.00
5/19	KARINA LIGON	48.42
5/19	KELLIE WILKS	653.53
5/19	KRISTIN WHITTENBURG	479.98
5/19	L WALLACE CONSTRUCTION CO., INC.	769,004.83
5/19	LABATT FOOD SERVICE	113,567.51
5/19	LAMESA ENTERPRISES INC	2,720.00
5/19	LAURA BOX	479.98
5/19	LAURA SIKES	204.40
5/19	LINDA GONZALES	434.09
5/19	LINDA GONZALES	67.12
5/19	LINDSEY CROSS	2,000.00
5/19	LISA M FETNER	520.00
5/19	LORI VANN INDUSTRIES LLC	4,997.00
5/19	LOWE'S	7,584.20
5/19	LUNCH MONY INC	1,593.24
5/19	MAMAS KITCHEN, INC.	445.00
5/19	MAREKA AUSTIN	61.00

5/19	MARELI SANCHEZ	32.87
5/19	MARIA ORTIZ	3,446.55
5/19	MARK BENNETT	3,700.00
5/19	MARK BENNETT	1,939.58
5/19	MARK KNOX FLOWERS	935.47
5/19	MAYFIELD PAPER COMPANY	808.80
5/19	MEGAN LIEFF	1,180.00
5/19	MICHAEL HAWLEY	315.00
5/19	MICHAEL JOE WILLIAMSON	348.56
5/19	MICHELLE V URIAS	1,007.00
5/19	MONTESSORI SERVICES	1,235.52
5/19	N-TUNE MUSIC & SOUND INC	13,841.35
5/19	NANCY COOK	27.22
5/19	NASCO EDUCATION LLC	675.80
5/19	NATIONAL TRAVEL SYSTEMS	4,085.96
5/19	NETSYNC NETWORK SOLUTIONS	50,257.77
5/19	NWEA	3,500.00
5/19	ODESSA COLLEGE	57.98
5/19	ODESSA FAIRGREEN ASSOCIATES	6,477.10
5/19	ODESSA KINGS CROSSING ASSOCIATES L.P.	5,806.60
5/19	OFFICWISE COMMERCIAL INTERIORS LLC	26,553.62
5/19	OLMSTED-KIRK PAPER CO	123.84
5/19	ONCE RAMOS LLC	1,799.00
5/19	BENJAMIN VEGA	613.29
5/19	BOBBY ROBINSON	140.00
5/19	CHARLES PARNELL	315.40
5/19	DEARL FLOWERS	49.26
5/19	ELISHA BORUNDA	200.00
5/19	JAZLYN VARGAS	49.26
5/19	MIGUEL VARGAS	310.00
5/19	OPAL BOOZ & ASSOC	2,251.45
5/19	PARKS BELL RANCH APARTMENTS II LLC	7,659.10
5/19	PARTS TOWN, LLC	276.28
5/19	PAYTON HUNTER	1,000.00
5/19	PEAK ROOFING INC	148,035.65
5/19	PENSKE COMMERCIAL VEHICLES US LLC	278.82
5/19	PERMIAN SEPTIC INC	975.00
5/19	POST HOLDING, INC.	11,289.60
5/19	POSTMASTER	245.00
5/19	QA ROOFING, INC.	27,117.75
5/19	QEP PROFESSIONAL BOOKS	847.87
5/19	RAMONA MATA	27.01
5/19	RAY ALLEN MFG. CO., INC	950.48
5/19	REBECCA MILLETT	116.82
5/19	REED BOYD ENTERPRISES, INC	500.00
5/19	REGION 18 EDUCATION SERVICE CENTER	1,350.00
5/19	RICHARD A. ONTIVEROZ	235.24

5/19	RICHARD A. ONTIVEROZ	229.64
5/19	RICKY HICKEY	1,100.00
5/19	RICOH USA INC	19,636.30
5/19	ROGER CLEERE	396.31
5/19	ROSA'S CAFE / BOBBY COX Co.	930.41
5/19	SAM'S CLUB DIRECT	3,573.60
5/19	SAM'S CLUB DIRECT	477.82
5/19	SANDY OCHOA	13.43
5/19	SARAH PATTON	34.72
5/19	SCIENCE FIRST LLC	39,645.00
5/19	SEPHARINE BUGAYONG	241.71
5/19	SEWELL FORD INC	458.16
5/19	SHERWIN WILLIAMS	370.43
5/19	SPIRIT MONKEY, LLC	1,530.00
5/19	STEAK RUNNER GO LLC	4,854.82
5/19	SUPPORTING SCIENCE INC	195.00
5/19	SWEETWATER MUSIC EDUCATION TECHNOLOGY	396.00
5/19	SYSCO USA, INC	11,635.63
5/19	TEACHER CREATED MATERIALS	2,529.45
5/19	TERESA OWENS	28.28
5/19	TERI MCLEOD	61.45
5/19	TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC	144.00
5/19	TEXAS K-12 CTO COUNCIL	149.00
5/19	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
5/19	TEXAS TO GO LLC	1,150.50
5/19	THE ELMS OF MIDLAND ASSOCIATES, L.P.	2,025.00
5/19	TOTAL COMPENSATION GROUP INVESTMENT	1,532.90
5/19	TRACEY BORCHARDT	212.40
5/19	TRINIDAD DOMINGUEZ	85.00
5/19	TRINIDAD DOMINGUEZ	40.00
5/19	UNITED PARCEL SERVICE INC	132.00
5/19	UNITED REFRIGERATION	339.06
5/19	US FOODS, INC.	158.40
5/19	VALAREE TISA HAWKINS	16.91
5/19	VERIZON WIRELESS SERVICES LLC	2,864.96
5/19	VERNELL FOBBS	3,330.00
5/19	VERNIER SOFTWARE & TECHNOLOGY	13,200.00
5/19	VERONICA GARCIA	66.75
5/19	VITAL SIGNS	359.58
5/19	W. DEAN WEIDNER	27,136.22
5/19	W. DEAN WEIDNER	7,199.60
5/19	W. DEAN WEIDNER	41,888.20
5/19	W. DEAN WEIDNER	3,818.00
5/19	WAGNER SUPPLY COMPANY INC	5,249.52
5/19	WALSH GALLEGOS TREVINO RUSSO & KYLE P.C.	1,240.50
5/19	WALTER DEAN WEIDNER GENERATION SKIPPING TRUST	6,651.50
5/19	WATSON TRUCK & SUPPLY	868.59

5/19	WESTERN-BRW PAPER CO INC	11,143.75
5/19	WHITE HOUSE MEAT MARKET	3,513.80
5/19	XEROX CORPORATION	54,004.43
5/19	YESENIA ORDONEZ	6.01
5/26	304 HOTEL OPERATING, LLC	11,854.86
5/26	ACCELERATE LEARNING INC.	8,750.00
5/26	ACCELERATE LEARNING INC.	15,950.00
5/26	ACCUCUT LLC	1,180.00
5/26	ALAN WILLIAMS	8,655.57
5/26	ALISHA SLIDER	45.02
5/26	AMANDA PADILLA	81.14
5/26	AMANDA PARSONS	113.68
5/26	AMAZON CAPITAL SERVICES	63,954.81
5/26	AMBER HARRIS	308.17
5/26	AMERICAN FAMILY LIFE & CANCER	423.28
5/26	AMERICAN FAMILY LIFE & CANCER	30.00
5/26	AMY ANDERSON	94.53
5/26	ANDREA VALERO	22.01
5/26	ANNIE NELSON	198.02
5/26	ANTHONY SCOTT	173.15
5/26	APPLE, INC	19,028.00
5/26	ASEL ART SUPPLY	3,610.00
5/26	ASHLEY SELLERS	37.41
5/26	ASSOCIATION OF TEXAS	2,782.52
5/26	AT&T	7,798.11
5/26	AT&T MOBILITY	52.24
5/26	ATHLETIC SUPPLY INC	56,031.00
5/26	ATKINS HOLLMAN JONES PEACOCK	28,484.07
5/26	ATLANTIC BEVERAGE COMPANY LLC	58,509.36
5/26	ATMOS ENERGY	32,520.75
5/26	AUDRA MUNOZ	65.63
5/26	BECKY RAMIREZ	78.62
5/26	BELINDA K. MARTINEZ	21.84
5/26	BERNARD HOOPER	1,910.70
5/26	BERNARD HOOPER	170.59
5/26	BEST CHOICE COFFEE SERVICES LLC	54.80
5/26	BIMBO BAKERIES USA	4,171.80
5/26	BLUEFIN LLC	8,277.79
5/26	BRANDY SANDERS	237.50
5/26	BRIGITT N RAMIREZ	700.00
5/26	BUSINESS PROFESSIONALS OF AMERICA-AREA 4 REGION 2	210.00
5/26	BUSINESS PROFESSIONALS OF AMERICA-AREA 4 REGION 2	350.00
5/26	CAITLIN COUCH	71.95
5/26	CAVALLO ENERGY TEXAS LLC	139,994.46
5/26	CAPITAL AREA INTERMEDIATE UNIT #15	1,375.00
5/26	CARNEGIE LEARNING INC	1,000.00
5/26	CDW-G	208,914.26

5/26	CHICK-FIL-A UNIVERSITY BLVD ODESSA	1,698.95
5/26	CHRISTINA MUNOZ	350.00
5/26	CHRISTINE VAN SYOC	18.03
5/26	CINDY SMITH	72.24
5/26	CIRCLE P RANCH SUPPLY, INC	185.00
5/26	CITY OF ODESSA	16,129.42
5/26	COCA-COLA SOUTHWEST BEVERAGES LLC	4,654.92
5/26	CODY VALENZUELA	562.00
5/26	COMPLETE BOOK AND MEDIA SUPPLY	65.65
5/26	CORWIN PRESS, A SAGA COMPANY	2,940.85
5/26	CRISTINA FIGUEROA	24.08
5/26	CROWN AWARDS	155.24
5/26	CROWN EQUIPMENT INC	593.10
5/26	CULLIGAN WATER CONDITIONING OF WEST TEXAS	50.00
5/26	CUSTOM WHOLESALE SUPPLY INC	785.09
5/26	D.S FABELAS RESTAURANT LLC	830.00
5/26	DALE'S ALIGNMENT & BRAKE SERVICE INC	453.02
5/26	DANA SAFETY SUPPLY	24,155.00
5/26	DARCHELLE WELCH	243.00
5/26	DAVID BARGAS	512.66
5/26	DAVID BARGAS	165.07
5/26	DAVID EDSON	170.59
5/26	DELESA STYLES	206.64
5/26	DELESA STYLES	229.64
5/26	DISCOUNT SCHOOL SUPPLY	227.39
5/26	DISCOVERY EDUCATION INC	9,000.00
5/26	DOMINO'S PIZZA	123.99
5/26	DOMINO'S PIZZA	18.00
5/26	DOUGHBOY'S CAFE	472.25
5/26	DR. JOSE MEDINA EDUCATIONAL SOLUTIONS	10,000.00
5/26	E-CONTROL SYSTEMS, INC.	485.00
5/26	ECISD EDUCATION FOUNDATION	797.00
5/26	ED PRICE	838.00
5/26	ELIZABETH SHOREY	166.54
5/26	ELLEN SMITH	79.36
5/26	ERIC UNTERBRINK	72.22
5/26	ERIC UNTERBRINK	49.67
5/26	EVOLLVE INC	3,750.00
5/26	FAMILY & CONSUMER SCIENCES	26.00
5/26	FIRST FINANCIAL ADMINISTRATORS	68,481.00
5/26	FIRST FINANCIAL ADMINISTRATORS	34,905.25
5/26	FIRST FINANCIAL ADMINISTRATORS	33,203.33
5/26	FIRST FINANCIAL ADMINISTRATORS	1,087.93
5/26	FIRST FINANCIAL ADMINISTRATORS	1,907.70
5/26	FIRST FINANCIAL ADMINISTRATORS	16,627.43
5/26	FIRST FINANCIAL ADMINISTRATORS	10,891.51
5/26	FIRST FINANCIAL ADMINISTRATORS	7,225.46

5/26	FIRST FINANCIAL ADMINISTRATORS	97,496.59
5/26	FIRST FINANCIAL ADMINISTRATORS	3,350.91
5/26	FOSTER POULTRY FARMS	10,044.00
5/26	PETTY CASH	1,413.69
5/26	G H DAIRY	36,615.41
5/26	GARDENDALE WATER CO	203.00
5/26	GARY MCMILLAN	520.00
5/26	GERALD RAY RINEHART	1,056.00
5/26	GIBSON CONSULTING GROUP INC	755.00
5/26	GRACIELA LOPEZ	8,200.00
5/26	GRAINGER	1,069.51
5/26	GRAINGER	2,622.58
5/26	WAYNE WALLACE, LPC	40.32
5/26	HARRISON WHOLESALE FLORAL INC	1,196.30
5/26	HEALTH SERVICES ADMINISTRATION	1,832.25
5/26	HEALTH SERVICES ADMINISTRATION	24,795.23
5/26	HILBERTO OCHOA	464.10
5/26	HOLLY ROBERTS	2,400.00
5/26	HORACE MANN INS CO	83.82
5/26	SEAN PATTY	264.34
5/26	IDAHO CHILD SUPPORT RECEIPTING	278.00
5/26	IMAGERY GRAPHIC SYSTEMS	7,990.00
5/26	INDUSTRIAL COMMUNICATIONS	722.60
5/26	INK LION DESIGNS, LLC	209.45
5/26	INTERBORO PACKAGING CORP.	5,479.12
5/26	INVESTRUST	40,601.66
5/26	IRMA STEEN	11.09
5/26	KEVIN D BALLARD INC	950.00
5/26	INDUSTRIAL IGNITION LLC	406.00
5/26	JNT RESOURCES PARTNERS, LP	929.10
5/26	JNT RESOURCES PARTNERS, LP	29,757.44
5/26	JOSTENS INC	4,200.08
5/26	JUDITH CAWLEY	255.30
5/26	JUMBURRITO	71.40
5/26	KATHERINE A KUHN	30.00
5/26	KATHERINE A KUHN	430.00
5/26	KENNER PRINTING	4,790.90
5/26	KIDS DISCOVER LLC	131.67
5/26	KORNEY BOARD AIDS, INC.	254.99
5/26	KRONOS INC.	6,749.99
5/26	LABATT FOOD SERVICE	1,093.54
5/26	LAWNMOWER SALES AND SERVICE, INC	207.59
5/26	LIBERTY PAPER	21,588.00
5/26	LINDSEY BALDERAZ	2,050.00
5/26	LONE STAR FURNISHINGS	1,173.58
5/26	LORRI PETTY	12.49
5/26	LOWE'S	11.36

5/26	LUNCH MONY INC	615.30
5/26	LYNSEY WOODY	15.71
5/26	MAHIRA SALINAS	48.83
5/26	MANEUVERING THE MIDDLE LLC	436.00
5/26	MARGARITA BROOKER	20.83
5/26	MARIA ZUBIATE	84.05
5/26	MARIO CARRILLO	352,381.00
5/26	MARK KNOX FLOWERS	604.00
5/26	MARY FRANCO	83.83
5/26	MAURICIO CRAIG	250.76
5/26	MAURICIO MARQUEZ	521.33
5/26	MAURICIO MARQUEZ	459.43
5/26	MDT ALLSTAR CLEANERS	762.50
5/26	MELANIE SHEEHAN	103.50
5/26	MELISSA COOPER	77.50
5/26	MICHAEL GALINDO	400.00
5/26	MISTY HINER	51.58
5/26	MISTY MICHELLE MORGAN	275.18
5/26	N-TUNE MUSIC & SOUND INC	19,092.49
5/26	NATALIE GUARA	98.06
5/26	NATALIE THOMS	19.38
5/26	NATIONAL RESTAURANT ASSOCIATION	3,708.00
5/26	NETSYNC NETWORK SOLUTIONS	43,450.80
5/26	NEW MEXICO CHILD SUPPORT	300.00
5/26	NEW MEXICO CHILD SUPPORT	659.00
5/26	NICOLAS REYES	525.00
5/26	NICOLAS REYES	135.00
5/26	NIENHUIS MONTESSORI USA	181.57
5/26	NOBUYUKI SHIRAISHI	118.44
5/26	SEWCO INC DBA OFFICEWISE FURNITURE & SUPPLY	1,835.28
5/26	OFFICEWISE COMMERCIAL INTERIORS LLC	76,496.09
5/26	OHS GRAPHIC DESIGN	536.50
5/26	OLMSTED-KIRK PAPER CO	2,563.10
5/26	JOSE GONZALEZ VILLAREAL	11.00
5/26	OPAL BOOZ & ASSOC	1,329.75
5/26	PADRINO FOODS	18,849.60
5/26	PAMELA DESPARROIS	62.44
5/26	PATRICIA LOGAN	120.07
5/26	PENSKE COMMERCIAL VEHICLES US LLC	3,273.39
5/26	PETROLEUM TRADERS CORPORATION	26,041.32
5/26	PETROPLEX OFFICE SUPPLY, INC.	803.96
5/26	PHI DELTA KAPPA INTERNATIONAL INC	447.00
5/26	PHILIP HILL	383.00
5/26	PROFESSIONAL TUTORS OF AMERICA	5,706.25
5/26	RAY ALLEN MFG. CO., INC	43.98
5/26	REBECCA LUCAS	40.32
5/26	REBEKAH MENA	700.00

5/26	REGION 13 EDUCATION SERVICE CENTER	390.00
5/26	REGION 18 EDUCATION SERVICE CENTER	150.00
5/26	REGION 18 EDUCATION SERVICE CENTER	800.00
5/26	RICK YEAGER	205.53
5/26	RICKY HICKEY	2,322.00
5/26	ROCIO DAVILA	47.32
5/26	ROCIO DAVILA	20.16
5/26	RSVP & ACT, INC.	135.00
5/26	RSVP & ACT, INC.	35.00
5/26	RSVP & ACT, INC.	35.00
5/26	SAM'S CLUB DIRECT	491.40
5/26	SAM'S CLUB DIRECT	2,315.23
5/26	SAM'S CLUB DIRECT	651.28
5/26	SANTANDER BANK N.A.	2,244,749.52
5/26	SCHOLASTIC INC	454.28
5/26	SHALON JORDAN	25.20
5/26	SHALON JORDAN	25.98
5/26	SHALON JORDAN	25.98
5/26	SHERWIN WILLIAMS	436.02
5/26	SHERYL MAHAFFEY	174.72
5/26	SHIRLEE ALEXANDER	2,925.00
5/26	SIRIA DUTCHOVER	45.86
5/26	SMG	600.00
5/26	SOUTHERN HVAC & PLUMBING	5,595.43
5/26	STATE DISBURSEMENT UNIT	120.00
5/26	STEPHANIE HOWARD	156.24
5/26	STEPHANIE MARIN	51.41
5/26	STOUT IMAGES, INC.	5,006.66
5/26	SUSAN BUTLER	1,200.00
5/26	SYSCO USA, INC	6,070.40
5/26	TENESIA MELENDEZ	36.00
5/26	TERRA TESTING LLC	1,528.50
5/26	TEXAS AFT AMP	472.50
5/26	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	510.00
5/26	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	127.50
5/26	TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC	25.00
5/26	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	646.40
5/26	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	92.00
5/26	TEXAS K-12 CTO COUNCIL	596.00
5/26	TEXAS LIFE INSURANCE CO	111,488.53
5/26	TEXAS STATE DISBURSEMENT UNIT (SDU)	1,425.00
5/26	TEXAS STATE TEACHERS ASSOCIATION	32,922.29
5/26	TEXAS TEACHERS	15,280.25
5/26	TEXAS TO GO LLC	3,549.00
5/26	THE CINCINNATI LIFE INS. CO	429.23
5/26	THE HON COMPANY LLC C/O OFFICEWISE	5,697.64
5/26	THE MCCRELESS CO., INC	154.84

5/26	PRUFROCK PRESS INC	441.99
5/26	TNTP. INC.	12,500.00
5/26	TNTP. INC.	24,001.34
5/26	TNTP. INC.	14,497.50
5/26	TRACIE CHAPA	270.64
5/26	TRACIE CHAPA	446.37
5/26	UNITED REFRIGERATION	165.63
5/26	UNITED STATES TREASURY	54.00
5/26	UNITED WAY OF ODESSA	7,070.28
5/26	UNIVERSITY OF CONNECTICUT	2,384.00
5/26	VERIZON WIRELESS SERVICES LLC	249.99
5/26	VICTORIA SMITH	235.36
5/26	VITAL SIGNS	2,448.21
5/26	VTL INC.	1,335.47
5/26	WAGNER SUPPLY COMPANY INC	17,424.49
5/26	WATSON TRUCK & SUPPLY	2,798.24
5/26	WAYFAIR INC	1,271.71
5/26	WEST TEXAS EDUCATORS	2,999.50
5/26	WEST TEXAS EDUCATORS	300,200.41
5/26	WEST TEXAS FILTERS INC	2,377.26
5/26	WHITNEY CREEKMORE	60.31
5/26	XEROX CORPORATION	8,415.67
6/2	ALEXANDER RIVAS	10,338.09
6/2	ALLIANCE ABROAD GROUP	6,000.00
6/2	AMAZON CAPITAL SERVICES	179.98
6/2	AMBER HARRIS	304.98
6/2	AMERICAN EXPRESS	14,669.83
6/2	ANNIE ARREDONDO	35.84
6/2	APPLE, INC	2,793.00
6/2	ASHLEY B MENDOZA	350.00
6/2	AT&T	690.06
6/2	BATTERSHELL VETERINARY SERVICES	1,923.00
6/2	BEST CHOICE COFFEE SERVICES LLC	417.01
6/2	BIG DADDY'S	900.00
6/2	BLADES GROUP LLC	1,736.00
6/2	BLUE STAR BUS SALES LTD	711.38
6/2	BOYS & GIRLS CLUB OF ODESSA	14,254.38
6/2	CASHWAY WEST INC	38.96
6/2	CATFISH & COMPANY	1,266.20
6/2	CDW-G	6,560.37
6/2	CELESTE POTTER	114.07
6/2	CELESTE POTTER	107.35
6/2	CHICK-FIL-A UNIVERSITY BLVD ODESSA	741.86
6/2	CIRCLE P RANCH SUPPLY, INC	387.15
6/2	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
6/2	CUSTOM WHOLESALE SUPPLY INC	128.06
6/2	D.S FABELAS RESTAURANT LLC	977.00

6/2	DANA SAFETY SUPPLY	3,992.50
6/2	DANIEL SARABIA	165.00
6/2	DANIELLA MENDEZ	29.79
6/2	DEBORAH LIEB	53.65
6/2	DIRECT ATHLETICS, INC.	670.00
6/2	DOAK HUDDLESTON	22.54
6/2	DOMINO'S PIZZA	207.99
6/2	DORI LAINE BUTTS	36.29
6/2	ECTOR COUNTY ELECTIONS REVENUE	24,149.22
6/2	ELIAS JIMENEZ	135.00
6/2	ELIAS JIMENEZ	875.00
6/2	ELSA ENRIQUEZ	98.34
6/2	ERIC ARMIN INC	31,036.53
6/2	EVOLLVE INC	32,754.00
6/2	FERGUSON FACILITIES SUPPLY	1,211.83
6/2	FIRST FINANCIAL ADMINISTRATORS	3,932.29
6/2	FLIPPEN GROUP LLC	295.00
6/2	FRANCESCA FLORANCE	52.08
6/2	GARDENDALE WATER CO	139.50
6/2	EVENT PHOTOGRAPY GROUP	300.00
6/2	GRAINGER	4,967.77
6/2	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	4,095.00
6/2	HURT EXTERMINATING	9,683.62
6/2	HEATHER DOLLOFF	43.90
6/2	HEATHER DOLLOFF	141.03
6/2	HOLLY ROBERTS	1,500.00
6/2	HOME DEPOT USA INC - STORE #562	55.86
6/2	HORTENCIA DEL BOSQUE	89.20
6/2	HUMBERTO HERNANDEZ JR.	18,369.99
6/2	JANICE CRAWFORD	2,100.00
6/2	JESUS A. SOLIS	6,000.00
6/2	JIEUN PANDO	234.00
6/2	JOHN KREN	65.00
6/2	JOHN KREN	19.99
6/2	JOHNNY SALDIVAR	41.50
6/2	JOSE BENAVIDES	175.00
6/2	JOSE L DIAZ	216.00
6/2	JUDITH CAWLEY	225.00
6/2	JULIA WILLETT-WEEKLY	1,396.97
6/2	JUMBURRITO	753.59
6/2	KASHUNTA THURMAN	12.32
6/2	KELLIE WILKS	716.75
6/2	KELLY BENAVIDES	31.91
6/2	KELLY EVANS CONSTRUCTION. LLC	57,600.00
6/2	L WALLACE CONSTRUCTION CO., INC.	31,733.35
6/2	LABATT FOOD SERVICE	44,818.62
6/2	LAURA SIKES	163.13

6/2	LESLIE WILSON	237.68
6/2	LIZBETH JIMENEZ	700.00
6/2	LUZ MELENDEZ	83.89
6/2	MAHIRA SALINAS	150.00
6/2	MARCELA A HERNANDEZ	350.00
6/2	MARK KNOX FLOWERS	225.00
6/2	MARY FRANCO	16.00
6/2	MICHAEL JOE WILLIAMSON	189.32
6/2	MICK AND DAVID ENTERPRISES, INC.	1,612.00
6/2	MISTY STEWART	17.02
6/2	MONROE ROOFING, INC.	53,174.60
6/2	ODESSA CHAMBER OF COMMERCE	2,399.00
6/2	OFFICWISE COMMERCIAL INTERIORS LLC	91,076.72
6/2	AMY LUJAN	53.00
6/2	BECKY RAMIREZ	241.91
6/2	BRENDA CORTEZ	17.50
6/2	BRENDA CORTEZ	69.50
6/2	CATHLEEN TUTT	28.90
6/2	DAYNA BLAIN	25.00
6/2	DAYNA BLAIN	56.50
6/2	ERIKA MOORE	27.00
6/2	HINER TODD	84.25
6/2	MELISSA COULTER	56.45
6/2	POLLY WARDEN	30.00
6/2	ONYX GENERAL CONTRACTORS LLC	18,415.23
6/2	OPAL BOOZ & ASSOC	4,295.25
6/2	OVERDRIVE, INC.	3,729.10
6/2	JIMMIE DO GAYLOR	299.00
6/2	PETROLEUM TRADERS CORPORATION	24,306.51
6/2	PIRAINO CONSULTING, INC	70,253.53
6/2	PREMIER FAMILY CARE INC	600.00
6/2	PREMIER FAMILY CARE INC	1,200.00
6/2	RACHEL ORONA	1,050.00
6/2	REBECCA MILLETT	57.90
6/2	REGION 18 EDUCATION SERVICE CENTER	220.00
6/2	SARAH R AGUIRRE	105.67
6/2	SEAN Y CHU	192.64
6/2	SHERWIN WILLIAMS	750.95
6/2	SIDNEY H NORTON	1,205.00
6/2	SOFT SUDS INC	429.00
6/2	SOUTHERN HVAC & PLUMBING	7,498.07
6/2	STONE TOWER GRAFIX	2,250.00
6/2	SWAGIT PRODUCTIONS, LLC	695.00
6/2	TEACHER CREATED MATERIALS	8,334.74
6/2	TEACHER CREATED RESOURCES INC	2,637.80
6/2	TENNIS OUTLET	2,018.80
6/2	TERRA TESTING LLC	1,746.00

6/2	TEXAS ASSOCIATION OF SCHOOL BOARDS, INC	602.79
6/2	TEXAS ASSOCIATION OF SCHOOL	880.00
6/2	TEXAS DEPARTMENT OF PUBLIC SAFETY	123.00
6/2	TEXAS TECH UNIVERSITY	19,562.50
6/2	TRANS GLOBAL PRODUCTIONS INC	10,000.00
6/2	TROPHY DEN	656.25
6/2	UIL MUSIC REGION 6	1,000.00
6/2	UIL MUSIC REGION 6	500.00
6/2	UIL MUSIC REGION 6	1,000.00
6/2	UIL MUSIC REGION 6	1,000.00
6/2	UIL MUSIC REGION 6	500.00
6/2	UIL MUSIC REGION 6	1,000.00
6/2	UTPB	300.00
6/2	UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION	26,000.00
6/2	VERNIER SOFTWARE & TECHNOLOGY	13,200.00
6/2	VITAL SIGNS	445.00
6/2	WAGNER SUPPLY COMPANY INC	27,422.70
6/2	WATSON TRUCK & SUPPLY	180.21
6/2	WAYFAIR INC	308.97
6/2	XEROX CORPORATION	6,287.52
6/2	YOUTH CODE JAM	500.00
6/9	7 MINDSETS ACADEMY LLC	614,650.00
6/9	ALMA RAMON	1,059.70
6/9	AMAZON CAPITAL SERVICES	39,708.95
6/9	APPLE, INC	7,338.00
6/9	ARLENE BRITO	735.12
6/9	ARLENE DENNEY	1,059.70
6/9	ASSOCIATED SUPPLY CO INC	801.01
6/9	ATHLETIC SUPPLY INC	36,073.00
6/9	BEATRIS MATA	408.00
6/9	BECKY DOCKTOR	1,624.86
6/9	BEST CHOICE RESTAURANTS LLC	1,291.25
6/9	BEST CHOICE COFFEE SERVICES LLC	306.40
6/9	BIG ROCK EDUCATIONAL SERVICE LLC	50,000.00
6/9	BLUE CROSS BLUE SHIELD TEXAS	157,894.82
6/9	BLUE STAR BUS SALES LTD	480.60
6/9	BLUEFIN LLC	500,814.70
6/9	BRANDON MUGRAGE	108.00
6/9	BRANDY SANDERS	362.29
6/9	BRAZOS DOOR & HARDWARE	12,588.00
6/9	BRITTANY SNYDER	865.40
6/9	BROOKLYN ARIAS	1,708.08
6/9	SPARKLIGHT	1,043.48
6/9	CASHWAY WEST INC	82.62
6/9	CASHWAY WEST, INC.	59.46
6/9	CASLON INC.	2,197.25
6/9	CDW-G	126,303.39

6/9	CENTER FOR REFORM OF SCHOOL SYSTEMS, INC	3,000.00
6/9	CENTRAL SUSQUEHANNA INTERMEDIATE UNIT	399.00
6/9	CHICK-FIL-A ODESSA TOWN CENTER	178.00
6/9	CHRIS STANLEY	939.97
6/9	CIRCLE P RANCH SUPPLY, INC	1,167.55
6/9	CITY OF ODESSA	16,129.42
6/9	CITY OF ODESSA WATER DEPT	157,132.86
6/9	CLAUDIA S MACIAS	1,893.52
6/9	CLIFTON MCCANN	75.00
6/9	COCA-COLA SOUTHWEST BEVERAGES LLC	127.18
6/9	COLLEGE BOARD INSTITUTIONS	1,330.00
6/9	COURTNEY M HARGIS	1,045.68
6/9	CREIGHTON REED	324.00
6/9	CRYSTAL MARQUEZ	408.00
6/9	CULLIGAN WATER CONDITIONING OF WEST TEXAS	222.30
6/9	CYNTHIA RUBALCADO	408.00
6/9	CYNTHIA WOOD	1,500.00
6/9	DEAN GARZA	108.00
6/9	DECKER INC	292.03
6/9	DELESA STYLES	175.32
6/9	DELMA ABALOS	1,302.85
6/9	DERRON GATEWOOD	137.00
6/9	DIAMOND MOWERS LLC	979.37
6/9	DONNA SMITH	1,301.73
6/9	DUSTY ORTIZ	108.00
6/9	ECTOR COUNTY APPRAISAL DIST	541,120.25
6/9	ECTOR SUCCESS ACADEMY NETWORK	152,236.66
6/9	ED PRICE	180.00
6/9	FERGUSON FACILITIES SUPPLY	620.45
6/9	FIRST FINANCIAL ADMINISTRATORS	18,320.41
6/9	FIRST FINANCIAL CAPITAL CORP	2,750.00
6/9	FISHER SCIENTIFIC	771.80
6/9	JACQUELINE H LIGHT	3,900.00
6/9	GARDENDALE WATER CO	81.50
6/9	GEORGE BRADFORD	316.00
6/9	GOODSON SERVICE COMPANY	1,348.15
6/9	GRAINGER	4,470.81
6/9	GRANDE COMMUNICATIONS NETWORK LLC	567.15
6/9	GUILLAUME BLANCHETTE	72.00
6/9	HARVARD ASSOCIATES	1,924.47
6/9	HILBERTO OCHOA	385.88
6/9	HILBERTO OCHOA	148.96
6/9	HILBERTO OCHOA	189.28
6/9	HOUSTON ISD	3,515.70
6/9	INDUSTRIAL COMMUNICATIONS	4,250.47
6/9	INSOURCE INSURANCE GROUP, LLC	71.00
6/9	KEVIN D BALLARD INC	11.30

6/9	JAMES TIBBETS	108.00
6/9	JASON OSBORNE	27.98
6/9	JD PALATINE LLC	63.30
6/9	JEFFERY ELLISON	284.84
6/9	JERIMIE HERNANDEZ	2,680.00
6/9	JERIMIE HERNANDEZ	244.00
6/9	JEROD COUCH	108.00
6/9	JLG PR CONSULTING LLC	58,000.00
6/9	JOSTENS INC	7.95
6/9	JOSTENS INC	600.00
6/9	JSA ARCHITECTS, INC.	380.00
6/9	JUDITH CAWLEY	2,047.80
6/9	JULIE DRAINER	599.00
6/9	KAGAN PUBLISHING AND PROFESSIONAL DEVELOPMENT	1,013.61
6/9	KATHERINE ROBERTS	1,251.18
6/9	KAY'S EMBLEMS INC	6,457.00
6/9	KRISTY MARQUEZ	1,059.70
6/9	LAWNMOWER SALES AND SERVICE, INC	215.97
6/9	LEAD4WARD LLC	2,750.00
6/9	LEONARD CURTIS CULWELL	37,500.00
6/9	LIFETRACK SERVICES	300.00
6/9	LINA HERNANDEZ	1,059.70
6/9	LOWE'S	6,658.29
6/9	LUBBOCK ISD	318.00
6/9	LVR COMMERCIAL FLOORING	6,338.98
6/9	MANUELA CAMPOS	1,059.70
6/9	MARA GARZA	1,059.70
6/9	MARK BENNETT	104.50
6/9	MARK HARRIS HJ INC	26,831.91
6/9	MARK HARRIS	2,497.32
6/9	MARK KNOX FLOWERS	1,596.00
6/9	MARSHA BRIDGES	1,739.38
6/9	MARY JANE HUTCHINS	1,185.52
6/9	MDX SAFETY TRAINING CONSULTING & SERVICE	3,825.00
6/9	MEDLEY MATERIAL HANDLING CO	18,178.47
6/9	METLIFE	128,903.30
6/9	MICAH PETTIGREW	593.97
6/9	MICHAEL HAWLEY	609.38
6/9	MICHEL DOCKTOR	330.00
6/9	MICHELLE V URIAS	779.00
6/9	MONROE ROOFING, INC.	159,818.12
6/9	N-TUNE MUSIC & SOUND INC	9,956.53
6/9	NATALIE FITZGERALD	408.00
6/9	SUPERIOR VISION INSURANCE, INC.	28,994.46
6/9	NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING	1,080.42
6/9	NATIONAL TRAVEL SYSTEMS	2,200.08
6/9	NELSON MINYARD	1,089.97

6/9	NIMBUS DRINKING WATER SYSTEMS	180.00
6/9	NUNEZ FENCE	26,020.00
6/9	OFFICEWISE COMMERCIAL INTERIORS LLC	52,976.82
6/9	ABEL NINO	255.25
6/9	ALICIA ANAYA	3.50
6/9	ISIAH AND ERICA NAVARRETTE	200.00
6/9	MAX GUEVARA	269.50
6/9	REYNALDO REGALADO	308.05
6/9	SANDRA SANCHEZ	130.00
6/9	SUSIE REGALADO	8.00
6/9	OPAL BOOZ & ASSOC	1,217.62
6/9	ORAN DOBBINS	735.12
6/9	PBK ARCHITECTS, INC	18,800.00
6/9	PENSKE COMMERCIAL VEHICLES US LLC	7,422.03
6/9	PETER C GORMAN	2,250.00
6/9	POSTMASTER	1,636.00
6/9	QUADIENT LEASING USA, INC.	13,258.20
6/9	RANDAL D. GLENN	16,923.95
6/9	REGION 18 EDUCATION SERVICE CENTER	40.00
6/9	REGION 20 EDUCATION SERVICE CENTER	300.00
6/9	RYAN JACKSON	108.00
6/9	SAMUEL GONZALEZ	284.84
6/9	SCHOOL MATE	2,236.00
6/9	SHALON JORDAN	265.00
6/9	SHERWIN WILLIAMS	64.25
6/9	PINNACLE PROPANE LLC	58.00
6/9	SOUTHERN TIRE MART LLC	117.60
6/9	STEVE BROWN	1,295.57
6/9	STEVEN LARIZZA	935.12
6/9	STONE TOWER GRAFIX	1,991.83
6/9	SWEET PIZZA LLC	99.99
6/9	TAMMY HAWKINS	1,298.37
6/9	TATE SMITH	108.00
6/9	TEACHER CREATED MATERIALS	24,179.20
6/9	TERESA MARTINEZ	735.12
6/9	TEXAS EXCAVATION SAFETY SYSTEM, INC.	8.55
6/9	THE CENTER FOR AMERICAN & INTERNATIONAL LAW	790.00
6/9	TNTP. INC.	40,981.50
6/9	TRIPLE TREATS ODESSA INC	275.00
6/9	TROPHY DEN	440.19
6/9	TRUDY LEWIS	1,500.00
6/9	TRUE NORTH CONSULTING GROUP, INC.	20,584.19
6/9	UNDERWOOD LAW FIRM PC	37,500.00
6/9	UNITED PARCEL SERVICE INC	132.00
6/9	UNITED REFRIGERATION	72.32
6/9	THE UNIVERSITY OF TEXAS AT AUSTIN	1,836.00
6/9	UTPB	1,200.00

6/9	VITAL SIGNS	2,586.68
6/9	WAGNER SUPPLY COMPANY INC	6,553.55
6/9	WALSH GALLEGOS TREVINO RUSSO & KYLE P.C.	2,786.50
6/9	WALSH GALLEGOS TREVINO RUSSO & KYLE P.C.	289.00
6/9	WATSON TRUCK & SUPPLY	24,384.35
6/9	WEST TEXAS FILTERS INC	7,547.81
6/9	WILLIAM H BOYD	3,600.00
6/9	WILLIAMS PAVING & EXCAVATION. INC	4,200.00
6/9	XEROX CORPORATION	13,499.98
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	944.00
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 12,823,109.16



## **REQUEST FOR APPROVAL OF ACCEPTANCE OF DONATIONS OVER \$10K**

Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

- a. Interstate Treating Inc. has donated antigen tests, KN 95 masks and blue surgical masks to ECISD. The total for these items is \$248,800. No goods or services were provided in exchange for this donation.





Interstate Treating | Rama Fabrication | PO Box 1386, Odessa Texas 79760 | (432) 362-9291 | [www.InterTreat.com](http://www.InterTreat.com)

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June 8, 2021

To Whom It May Concern:

Ronald Rains, owner of Interstate Treating, Inc., has donated in bulk antigen tests (value of \$35.00 ea), KN 95 masks (\$3.25 ea), and surgical masks (\$.75 ea) to Ector County ISD. No goods or services were provided in exchange for this donation.

*use 50¢ per internet search*  
*use \$1 per internet research -*  
*DOTter*  
*6/8/21*

Thank you,

Jennifer Belt

Accounts Payable Manager

Interstate Treating, Inc. | [www.InterTreat.com](http://www.InterTreat.com)

7141 Club Drive | Mailing - PO Box 1386 | Odessa, Texas 79760 1386

O: (432) 362-9291 | [jennifer@intertreat.com](mailto:jennifer@intertreat.com)



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN ECTOR COUNTY ISD AND THE UNIVERSITY OF TEXAS  
PERMIAN BASIN FOR ACADEMIC DUAL CREDIT**

This Memorandum of Understanding between Ector County ISD and UTPB is designed to allow high school students an opportunity to earn dual high school credit and college credit.

Tuition costs for dual credit hours are \$100. ECISD utilizes state Career and Technical Education (CTE) funds to pay the tuition for CTE dual credit courses.

This agreement will be in effect from August 1, 2021 until July 31, 2022.

**The University of Texas Permian Basin  
Memorandum of Understanding  
Academic Dual Credit  
Fall 2021–Summer 2022**

This Memorandum of Understanding (“MOU”) is entered into by and between The University of Texas Permian Basin (“UTPB”) and District Independent School District, (“District”), pursuant to section 29.908 of the Texas Education Code.

**1. Term**

The term of this agreement is August 1, 2021 through and including July 31, 2022.

**2. Recitals**

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

**3. MOU Purpose**

The purpose of this MOU is to outline the roles and responsibilities of the University and the School Districts that participate in the Academic Dual Credit Programs at UTPB. This MOU is the agreement that encompasses all programs and initiatives under the Academic Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional Memorandum of Understanding is required by the Texas Education Agency for Early College High Schools, T-STEM and P-TECH schools.

**4. Non-Discrimination**

The University of Texas Permian Basin is committed to providing an educational, living and working environment that is welcoming, respectful and inclusive of all members of the university community. An environment that is free of discrimination and harassment allows members of the university community to excel in their academic and professional careers. To the extent provided by applicable federal and state law, the University prohibits unlawful discrimination against a person because of their race, color, religion, sex, national origin, age, disability, genetic information, or veteran status. The University's commitment to equal opportunity extends its nondiscrimination protections to include sexual orientation, gender expression and gender identity. For more information, please visit UTPB's Non-Discrimination Policy: <https://www.utpb.edu/life-at-utpb/campus-safety/non-discrimination-policy>

**5. Recognition of Higher Education Partner**

The School District, when reporting and publicizing high school students' completion of academic dual credit courses, will recognize all Higher Education partners, including The University of Texas Permian Basin. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize The University of Texas Permian Basin as their Higher Education partner. The following statement must be included in all the School District's publications and/or

advertisements in regards to the Academic Dual Credit Programs: “[ISD name] collaborates with The University of Texas Permian Basin, our Higher Education partner, to offer University credit hours, while saving families hundreds of thousands of dollars in reduced costs in tuition and fees.” In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the University’s Branding, Marketing, and Advertising Guidelines for The University of Texas Permian Basin at [https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines\\_updated-04012019.pdf](https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines_updated-04012019.pdf). Failure to follow this provision will result in a non-compliance notification as stated in Section 23 of this document.

## **6. Academic Policies and Procedures**

Regular academic policies and procedures applicable to regular University courses and students will also apply to dual credit courses and dual credit students.

### a) Eligible Courses

Academic courses offered by the University for dual credit are developed based on the guidelines published by the Texas Higher Education Coordinating Board in the Academic Course Guide Manual. The University does not offer remedial, kinesiology, or developmental courses for dual credit.

### b) Faculty Qualification, Selection, Supervision, and Evaluation

The University has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the University’s respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the University’s policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the UTPB Academic Affairs Handbook (AAH).

- i. The School District will collaborate with the University to ensure that the School District instructor applying to teach in the Academic Dual Credit Program meets the credential requirements.
- ii. The University will ensure that University Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- iii. School District faculty approved as Dual Credit Faculty must be cleared by the University’s Office of Human Resources to teach any dual credit courses.

- iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the University.
- v. New Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete Canvas LMS and Quality Measures Trainings offered through the University's Falcon Online Department prior to or during their first semester teaching Academic Dual Credit Program courses.
- vi. University and Dual Credit Faculty teaching dual credit courses should check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the dual credit course. Refer students not on the roster to the appropriate School District counselor and the Dual Credit Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.
- vii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required University departmental meetings, discipline and course-specific professional development training. The department chairs will provide meeting schedule information to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school in order to attend required department meetings.
- viii. University Faculty and Dual Credit Faculty teaching University-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate University or School District support services.
- ix. The School District will forward any concerns regarding Dual Credit Faculty or University Faculty teaching the University-level course to the University Department Chair for investigation. To resolve the concerns, a meeting shall take place between the University Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- x. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.
- xi. Even though Academic Dual Credit Faculty members are full-time employees of the School District wherein they teach the University course(s), they are expected to follow all the University's policies as applicable during the instructional time designated for dual credit courses. Because Dual Credit Faculty are employed by both the University and the School District, they are confronted with unique challenges, but should have the same rights, responsibilities, and privileges as University Faculty teaching a dual credit course at a high school site. They must fulfill their responsibilities as Dual Credit Faculty

while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

xii. Dual Credit Faculty Rights and Responsibilities when teaching a Course for the University:

- **Course Work:** The rigor of University course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students.
- **Issuing of University Grade:** Dual Credit Faculty shall not inflate the University letter grade, which might differ from the high school numeric grade.
- **Contact Hours Pertaining to Dual Credit Students:** Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
- **Dual Credit Faculty must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences.**

c) Location, Facilities, Teaching Environment, and University Courses

The location of dual credit courses will be held at approved high school sites in accordance with SACSCOS standards.

i. University Courses

Faculty teaching dual credit courses must use the University's approved Learning Management System. The University maintains security measures to protect faculty and students while learning in an online environment.

ii. Course Delivery at High School

The School District will ensure that all academic dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction, except when a State of Emergency is activated, is when a Dual Credit Faculty may be approved to conduct online instruction to adhere to the University's Instructional Guidelines, using the University's Learning Management System.

iii. Online Method of Delivery

UTPB offers one method of delivery via online Learning Management System.

An electronic course is defined as a course in which instruction and content are primarily over the Internet; a student and teacher are in different locations for a majority of the student's instructional period; most instructional activities take place in an online environment; the online instructional activities are integral to the academic program; extensive communication between a student and a teacher and among students is emphasized; and a student is not required to be located on the physical premises of a school district or open-enrollment charter school.

iv. Facilities

The School District will work with the University to ensure that the School District's facilities meet the expectations and criteria required for University classes and are appropriate for University-level instruction by the first day of class including the following:

- School District will ensure that University Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District shall permit access to the University's electronic learning resources when the course is taught at the School District; and
- School District offering science courses shall meet the laboratory safety standards and have material/equipment required for University courses available in all labs in which classes are being taught to comply with the University science program requirements.

v. Teaching Environment

The School District will ensure that the classroom environment is conducive to University level learning by:

- Designating a classroom for the dual credit classes;
- Displaying signs outside of the classroom that indicate "University Course is in Session";
- Assuring no interruptions take place in the University dual credit class while in session, such as removing students for high school activities, or making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and

- Accepting the faculty member's attendance requirements as stated in the course syllabus.

d) Course Curriculum, Instruction, and Grading

School Districts that participate in the Academic Dual Credit Programs at the University will comply with procedures and guidelines as published by the University, including the following:

i. Academic Instructional Calendar

Dual credit classes will follow the University Academic Calendar. Exceptions may be arranged through collaboration between the University and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the College Department Chair and Division Dean should be involved in any decision. The University requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. University courses and exams should take reasonable priority over School District activities.

ii. Monitoring Instruction

The School District will work with the University so University personnel will have the opportunity to monitor the quality of instruction in compliance with the University course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

iii. Books and Supplemental Materials

Courses offered for dual credit will be identified in the course schedule as University-level courses. Instruction and materials for dual credit courses will be equivalent or identical to courses taught to traditional university students. When possible, UTPB will: (i) utilize open resource textbooks for all dual credit courses, and (ii) utilize the same textbook for multiple years. District shall be responsible for providing all academic textbooks to students.

iv. Grading Procedures

All Dual Credit Faculty will follow the University Grading System as well as the grading criteria in the department approved syllabus. The University recognizes that certain of the district's students participating in dual credit classes are also participating in UIL-sanctioned activities. Accordingly, the University and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new coursework has been performed by the student.

v. Submission of University Grade

The primary responsibility for assigning University grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinative. University and School District officials will not interfere with the faculty member's responsibility for assigning University grades. The final course grade for the University will be a letter grade and for the high school a numeric grade that might differ from the University grade.

vi. Grade Appeal

The School District will direct students to follow the University's Grade Appeal process. An electronic copy of these documents may be accessed on the Student Services Department webpage at the following link:

<https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances>

## **7. Student Enrollment & Support Services**

a) Student Eligibility

Beginning in the 9<sup>th</sup> grade, Texas public school students may enroll in dual credit courses for up to 15 hours per semester. Texas Administrative Code §4.85(b) identifies requirements that must be met by students who enroll in a college course for concurrent enrollment college credit.

I. Students must comply with the Texas Success Initiative as follows:

- Reading—TSIA score of 351 or TSIA2 of CRC $\geq$ 950
- Writing—
  - a. a placement score of at least 340, and an essay score of at least 4; or
  - b. a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5.
- Mathematics—TSIA score of 350

### **TSIA2**

- Mathematics College and Career Readiness —
  - CRC $\geq$ 950;
  - CRC $<$ 950 and Diagnostic Level = 6
- English Language Arts and Reading College and Career Readiness —
  - CRC  $\geq$  945 and Essay  $\geq$  5;

- CRC < 945 and Diagnostic Level > = 5 and Essay > = 5 Diagnostic Level Range: 1-6 CRC– College Readiness Classification Test CRC Range 910-990

2. Alternatively, students may qualify under one of the following standardized exemptions from TSI requirements:

- Exemption from TSIA reading and writing:
  - Scored a 23 or higher on the ACT composite and a minimum of 19 on both the English and math tests;
  - SAT administered prior to March 2016: Earned a combined (verbal critical reading + math) SAT score of 1070, with a minimum score of 500 on both sections;
  - SAT administered March 2016 and later: Evidence-Based Reading and Writing (EBRW) minimum score of 480, Mathematics minimum score of 530 (no combined score needed);
  - TAKS scale score of at least 2200 on the math section and/or 2200 on the English Language Arts section with a writing subsection score of at least 3.

b) Library Services

UTPB shall provide dual credit enrolled student's access to the instructional and digital resources available on the campus of UTPB and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled. These services include document delivery, electronic access to reference services, reserves, interlibrary loan, and a web page that includes ready links to services, contacts, and self-help modules. The library will regularly evaluate the effectiveness of resources provided to distance education students and will demonstrate that services are improved where appropriate. Instructors will provide distance education students information about library services.

c) Student Support Services

Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded to University students on the main campus. The University is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Currently, support services available to the online students from UTPB include:

- Electronic resources, online reference services, and other services of the J. Conrad Dunagan Library;
- Smarthinking Online Tutoring;
- Writing Center assistance and tutorials with writing assignments;

- Testing Services & Academic Accommodations for ADA issues, testing services, and study skill development;
- Academic Advising and My Edu;
- Career Services; and
- Technical Support for Canvas users

d) Student Policies

Regular academic policies applicable to courses taught at the University's main campus must also apply to dual credit courses, in accordance with TAC Chapter 4. These policies shall include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and when the syllabus must be distributed.

e) Student Complaints

UTPB's policies and procedures for handling student academic and non-academic complaints are applicable to all students including those enrolled in distance education programs and courses. Students with complaints about distance education delivered by UT Permian Basin should follow the process described at <http://www.utpb.edu/campus-life/dean-of-students/grievances/index>. Students who wish to file a written complaint are encouraged to submit their complaint using the University Complaint Resolution Portal located at <http://www.utpb.edu/services/business-affairs/complaint-resolution>. If an issue cannot be resolved internally/locally, students may file a complaint about UT Permian Basin with their state of residence or the University's accrediting organization. Information on both are available at <http://www.utcoursesonline.org/complaints>.

f) Student Conduct

Dual credit students must abide by the UTPB Student Code of Conduct outlined in the current Handbook of Operating Procedures.

**8. Finance Support Services**

a) Faculty Stipend

School District instructors approved by the University to be Dual Credit Faculty and approved to teach University level courses will be paid a stipend by the University per class, per semester, as outlined in the Academic Affairs Handbook (AAH).

b) Tuition and Fees

District shall pay \$100 per semester credit hour. Each school district is liable for making complete payment for all students before the 12<sup>th</sup> class day. Each district and or dual credit student will adhere to enrollment cancellation processes that are set in place by the University.

c) Invoicing

UTPB will issue an invoice to District listing all enrollments in all subject areas. District will have up 15 business days to appeal any registrations for that semester, to the Office of Accounting. District must remit payment within 30 days of receipt of invoice. Failure to pay may result in District's inability to enroll students in future courses.

d) TXVSN Enrollment

When District enroll in courses via the Texas Virtual Schools Network (TXVSN), it will follow UTPB enrollment procedures, including:

- a. Applying to and enrolling students in UTPB;
- b. Adhering to UTPB's enrollment and drop schedule; and
- c. Entering into a written agreement approved by the governing boards or designated authorities of District and UTPB.
- d. District is responsible for 100% of the course cost for each student that completes coursework. District is responsible for 70% of the course cost for each student who withdraws from a course after expiration of the designated drop period.
- e. TXVSN Central Operations will issue an invoice to District at the end of each semester based on the conditions noted above; TXVSN will remit payment to UTPB at the end of each semester.

**9. Human Resources Department, Data Privacy & Sharing Agreement**

The School District will collaborate with the University to ensure that all School District faculty applying to teach in the Academic Dual Credit Programs meet the credential requirements, and submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

- a) Any non-academic incidents or complaints against Dual Credit Faculty teaching a University course are required to be reported to the University's Office of Human Resources to the attention of the Director for investigation.
- b) The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the University's Policy on Sexual Harassment/Sexual Misconduct, and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the University's policy may be accessed on following link: <https://www.utpb.edu/life-at-utpb/campus-safety/sexual-harassmentsexual-misconduct/sh-sm-policy>

Title IX Statement:

The University of Texas Permian Basin (the University) is committed to maintaining a learning and working environment that is free from discrimination

based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act), Violence Against Women Act (VAWA), and Clery Act. Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy will not be tolerated and will be subject to disciplinary action.

The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report incidents that could constitute violations of this Policy to the Title IX Coordinator (as outlined in Section 3.1 of this Policy).

- c) The School District will designate a specific School District official that is certified as a Title IX Investigator/Coordinator to serve as the authorized liaison for The University of Texas Permian Basin Office of Human Resources. The School District official and the University's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

## **10. Quality Control**

UTPB will monitor student academic performance and quality of instruction to assure compliance with the Texas Administrative Code Title 19, Part 1, Chapter 4.

## **11. Student Identification**

UTPB online students are eligible to receive a UTPB Student Identification Card and students who wish to obtain a UTPB Identification Card shall send an email to the UT System Police at [StudentID@utpb.edu](mailto:StudentID@utpb.edu), included information should be:

- \*Full name, address, and student ID number.
- \*A scanned image attachment of another photo-bearing official government ID (driver's license, passport, etc.) for verification in digital (JPEG) format.
- \*A scanned image attachment of a passport-quality photo (headshot with a plain background) in digital (JPEG) format.

District or student shall pay a fee of \$10.00 for the ID and will receive the ID in a prompt and timely manner. Dual credit students may use their student ID to obtain the same privileges that traditional students hold, with the exception of the weight room.

## **12. UTPB Student Authentication Process**

UTPB registers students for online courses using a student information system and manages access through a centralized authentication system. The learning management system in which all online courses are hosted authenticates student user accounts and passwords to the UTPB centralized authentication system. To obtain access to online courses in the learning management system, students must establish their identity through a secure login and password. At least one additional student identification technique will be required within each course. This technique is determined and approved by the Provost/Academic VP.

The District principal shall notify UTPB in the event a high school does not use photo IDs. UTPB will determine an alternative means of authentication. One additional method of student authentication using an approved photo ID must be clearly stated on the course syllabus minus webcams and may include the following:

- Proctored exams using an approved photo ID.
- Presentation of approved photo ID through a web cam and optional levels of proctoring during assessment.
- Field or clinical experiences using an approved photo ID.
- Synchronous or asynchronous video activities using an approved photo ID.
- Other technologies or procedures specified by faculty in their course syllabus.
- Public school designee/facilitators can proctor an exam identifying themselves to the instructor for testing environment criteria.
- UTPB emails are a secondary form of authentication.

Dual credit students may use District identifications. Approved photo identifications are: passports, government issued identification, driver’s licenses, military ID from DoD.

TEC 28.009

UTPB has aligned its goals with House Bill 1638 statewide goals as codified in Texas Education Code, Section 28.009 (b-1) and (b-2). These require the Texas Higher Education Coordinating Board (THECB), and Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas.

UTPB offers dual credit courses to high school students in accordance with state, legislative, and regulatory requirements, as well as the SACSCOC.

UT Permian Basin offers a course equivalency crosswalk for equating high school courses with college courses. This crosswalk identifies the number of credits that may be earned for each course completed through the dual credit program.

While UTPB offers a variety of dual credit and early college access courses, most courses are part of the Texas Core Curriculum. Core courses are transferable to any public university or college in Texas.

All courses are 3 credit hours unless noted otherwise

*ART 1301: Art Appreciation	MATH 1324: Applications of Discrete Mathematics
COMM 1315: Intro to Public Speaking	MATH 1332: Contemporary Mathematics I
CRIM 2336: Intro to Criminology	MATH 2412: Pre-Calculus {4 credit hours}
ECON 2301: Intro to Macroeconomics	MATH 2413: Calculus I {4 credit hours}
*ENGL 1301: Composition I	*MUSC 1301: Jazz, Pop, and Rock
*ENGL 1302: Composition II	PLSC 2305: American National Politics

*ENGL 2322:	British Literature to 1800	*PSYC 1301:	Intro to Psychology
ENGL 2323:	British Literature since 1800	*SOC 1301:	Intro to Sociology
*ENGL 2327:	American Literature to 1865	SPAN 1411:	Beginning Spanish I {4 credit hours}
ENGL 2328:	American Literature since 1865	SPAN 1412:	Beginning Spanish II {4 credit hours}
*HIST 1301:	U.S. to 1877	SPAN 2311:	Second Year Spanish I
*HIST 1302:	U.S. since 1877	SPAN 2312:	Second Year Spanish I
MATH 1314:	College Algebra		

UTPB offers dual credit to Early College High School and high school students across the state of Texas. Our classes are taught by SACSCOC qualified university professors. UTPB ensures the quality and instructional rigor of the dual credit program's content, which meets, SACSCOCs requirements. Course content and rigor are comparable with similar courses that are taught to traditional UTPB students.

UT Permian Basin Dual Credit goals are listed below.

**Goal 1:** UT Permian Basin and its school district partner will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- Measures of Implementation: Examples of items to include in documentation:
  - a. UT Permian Basin and its school district partner will host informational sessions for students and parents on dual credit opportunities, benefits, and cost.
  - b. UT Permian Basin and its school district partner's webpages will reflect the most current dual credit program information including enrollment and fee policies.
  - c. UT Permian Basin will host dual credit 101 sessions for high school counselors via webinar.
  - d. UT Permian Basin and its school district partner will collaborate on a marketing campaign.

**Goal 2:** The Dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education.

**Goal 3:** All dual credit students will receive academic and college readiness advising with access to student support services to bridge successfully into college course completion.

- Metric: Examples of items included in analysis:
  - e. Student enrollment in postsecondary after high school
  - f. Time to degree completion
  - g. Decrease in excess number of semester hours beyond required hours to degree completion
- Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

**Goal 4:** The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Metric: Award of credit and transcripts

- a) UTPB will award academic credit for courses that are listed in the core curriculum. These courses shall be evaluated in accordance with Texas Higher Education Coordinating Board and Texas Education Agency. They shall be at a more advanced and rigorous level than courses taught at the high school level.
- b) For all its programs, including those delivered through distance education, UTPB will identify expected student learning outcomes, assess the extent to which a course achieves these outcomes, and provide evidence of improvement based on analysis of the results. Additional items to be evaluated shall include but are not limited to: the effectiveness and efficiency of delivery systems, academic resources, student services, and access to faculty. Finally, students will evaluate courses delivered via distance education using the course evaluation procedures in effect for campus-based courses.

### **I3. Schedule Changes**

Schedule changes that include additions, drops, and withdrawals will be processed based on established deadlines and must adhere to current policies and procedures.

### **I4. Transcribing of Credit and Student Withdrawal**

A college grade shall be transcribed upon completion of the semester for the courses in which the student officially enrolled and will adhere to the current grading policy.

The school district agrees to evaluate the objectives to be achieved by students completing the UTPB dual credit courses and to transcribe the credit on the student's high school transcript accordingly.

Students may request transcripts at [www.getmytranscript.com](http://www.getmytranscript.com). The fee is \$7.00.

### **I5. Grading Periods and Policies**

The university has adopted a policy that allow school facilitators observer access in Canvas. The account holder will have credentials and understand that all users of UTPB Information Resources are subject to having all such uses monitored and/or recorded by system personnel, and that anyone using UTPB Information Resources expressly consent to such monitoring and that the results of such monitoring may be provided to law enforcement personnel. Individuals will be able to follow the academic calendar for the grading periods and polices adopted by UTPB and school district.

### **I6. Use of UTPB Email**

Use of UTPB email as primary email in distance education courses further protects student personal emails independent of their coursework and ensures the student enrolled in the online courses is using the email account assigned to that student by UTPB. University email will serve as second authentication method.

## **17. Privacy**

The Family Educational Rights Privacy Act (FERPA) guidelines will be followed for all students regardless of instructional environment. Submission of student work online creates an academic record that is subject to FERPA. Online posting of grades must not be viewable to other members of the online class. Exemplary works may be posted with individual student permission. Instructors must not compel online students to reveal private information to classmates. Private information includes full name, physical address, birth date, birth place, social security number, gender, race, color, marital status, religion, citizenship, immigration status, physical image, information about family, or information a student considers too sensitive to share.

## **18. Data Sharing**

FERPA allows protected student data to be exchanged between the University and School District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the University disclosed. The University and the School District are expected to meet FERPA requirements to maintain the privacy of student data. The University will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the University. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the University shall not be shared outside the District without prior authorization from the University. The School District may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the School District and the University
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

**PLEASE NOTE:** Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need. The School District may submit an e-mail request for reports to: [chavez\\_mi@utpb.edu](mailto:chavez_mi@utpb.edu)

## **19. Transportation**

UTPB assumes no obligation/responsibility for transportation of students to and from the UTPB campus.

## **20. Off-site Locations Southern Association of Colleges and Schools Commission (SACSCOC) Requirement**

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requires Universities to report all off-site locations in which dual credit students may earn at least 25% but less than 50% of credits toward a program, in-person or via distance learning, if courses are taken on high school property. This rule does not give the University the right to manage the classroom or technology in the classroom, nor does it imply that the University will supply learning technology. However, high schools may be subject to a site visit during SACSCOC reaffirmation processes that occur every five years.

## **21. Decision to Non-Renew MOU Agreement**

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) substantive change policy requires institutions to notify them of all off-campus instructional locations that require students (including dual credit and early high school students) to take courses in a place that is geographically apart and independent of the main campus location. Furthermore, institutions are required to have an approved teach-out plan that ensures equitable treatment of students when an off-campus instructional site closes. Because a decision not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit high school partner closes an off-campus location, the UTPB teach-out plan will ensure the University makes a good faith effort to assist affected students, faculty, administrative and support staff so that they experience minimal disruption in the pursuit of their course of study or professional careers.

If a decision is made not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit partner, the following proposed protections will occur:

This plan provides details regarding:

- a. administration and organization
- b. affected students
- c. maintenance of records and reports
- d. affected faculty and staff

### **Administration and Organization**

The Administration, Provost, Program Director, and faculty of the UTPB Dual Credit Program will continue to adhere to and remain accountable for ensuring affected students, faculty, and support staff experience minimal disruption in the pursuit of their course of study or professional careers.

The University administration will provide direct support and resources to the appointed Director of Dual Credit/Early College High School in fulfilling his/her responsibilities and duties until all affected students have completed their course work.

## **Affected Students**

The University has maintained and will continue to maintain open communication with all currently enrolled students.

A decision not to renew an agreement between UTPB and a dual credit partner prohibits students enrolled by that high school from taking dual credit courses from UTPB. In that case, affected students will be notified by mail of the ending agreement and will be informed of their rights as follows:

1. Affected students are no longer eligible to take dual credit courses at the University
2. No additional charges/expenses will incur as a result of the ending agreement
3. Any earned credit will be recorded and remain on student transcripts
4. Affected students are entitled to a copy of their transcripts
5. All other affected student records will be kept on file following UTPB policy
6. Affected students have a right to appeal a grade
7. Grievance procedures still apply
8. Incomplete grades and ongoing agreements between the affected student and instructor will remain honored

Affected students will be notified that they can continue taking dual credit courses at UTPB if the stated agreement is renewed at a later time. Once they graduate from high school, they are eligible to apply to UTPB and complete their programs of study.

## **Maintenance of Records and Reports**

All current records will be maintained in a secure manner to prevent loss, destruction or unauthorized use. All records will be maintained for the required specified time and will remain accessible to those with a need for access (e.g., Program Director, Provost).

The University will also continue to maintain the records listed below in accordance with the required institutional education guidelines:

- a. University catalogs, programs of study, mission and goals, curriculum and course outlines
- b. Student/Faculty records
- c. Memoranda of agreements with affiliating agencies
- d. Strategic planning documents and program/course evaluation methods

## **Affected Faculty and Staff**

In the unlikely event that full-time faculty or staff are affected by the ending contract between UTPB and a dual credit partner, they will be notified in writing.

## **22. Amendment**

Any change to the terms of this MOU must be presented in written form and agreed upon by both UTPB and the school district at least 30 days before any term or provision may be changed.

**23. Notification of Non-Compliance and Termination of Agreement**

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the University President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.

The University of Texas of the Permian Basin  
4901 E. University Blvd.  
Odessa, Texas 79761

By:

Date:

\_\_\_\_\_  
Dr. Sandra Woodley  
President, UTPB

District

By:

Date:

\_\_\_\_\_  
Mr./Mrs./Ms./Dr. First Last  
Superintendent, District ISD



## **REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING AND ARTICULATION AGREEMENT BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE - CONTINUING EDUCATION CLASS OFFERINGS**

The purpose of this Memorandum of Understanding and Articulation Agreement is to facilitate the cooperation between Ector County ISD and Odessa College in the provision of continuing education college courses for qualified students beginning their freshmen (9<sup>th</sup> grade) year.

The Texas Education Code, Chapter 9, Subchapter H, Partnerships between Secondary schools and Texas Public two-year Associate degree granting institutions establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college level credit. Continuing education requirements are identified/outlined in Chapter 4, Subchapter D, Continuing education Partnerships Between Secondary Schools and Texas Public Colleges, §4.85.

This agreement will be in effect for the 2021-2022 Academic Year.

**MEMORANDUM OF UNDERSTANDING AND ARTICULATION AGREEMENT**  
**--DUAL CREDIT CLASS OFFERINGS--**  
**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND ODESSA COLLEGE**

This Memorandum of Understanding and articulation agreement between Ector County Independent School District and Odessa College is designed to allow high school students an opportunity to earn dual high school credit and college credit. The Texas Education Code, Chapter 9, Subchapter H, Partnerships between Secondary schools and Texas Public two-year Associate degree granting institutions establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college level credit. Dual Credit requirements are identified/outlined in Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges, §4.85.

**PURPOSE**

The purpose of this agreement is to facilitate the cooperation between the College and the School District in the provision of dual credit college courses for qualified students beginning their freshmen (9<sup>th</sup> grade) year.

The following terms and conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board rules and regulations, §4.85:

**ELIGIBLE COURSES**

1. Only courses as permitted by TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (a) identified as college-level academic courses in the current edition of the College Catalog or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for dual credit.
2. Courses approved for dual credit for an individual student must be applicable to a college or University certificate or degree.
3. Approved courses must be listed in the appropriate high school course description guide and reviewed and updated periodically.
4. This agreement includes courses offered in all Odessa College terms and/or semesters.

**STUDENT ELIGIBILITY AND COURSE LOAD**

1. To be eligible for enrolment in a dual credit course offered by a public college, students must meet all of the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test or minimum grade in a previous course, etc.)
2. To be eligible for enrollment in a certain dual credit courses the high school student may be required to attain a qualifying or passing score on a Texas Higher Education Coordinating Board approved college readiness assessment instrument. The required assessment will depend on the dual credit course prerequisites, if any, and will be in one or more of the following areas; mathematics, reading, and/or writing.
3. A student who is exempt from taking a state assessment college readiness instrument may be otherwise evaluated by the college to determine eligibility for enrolling in certain workforce education dual credit courses.

### **STUDENT RESPONSIBILITY**

Dual credit students must abide by both the Odessa College Code of Conduct and the Ector County Independent School District Code of Conduct. The Odessa College Code of Conduct may be found online at [www.odessa.edu](http://www.odessa.edu) or <https://www.odessa.edu/current-students/student-handbook/index.html>.

The student must obtain and maintain throughout their enrollment a policy of health and accident insurance. Health and Accident coverage shall be in effect at all times, including clinical make-up time during interim session when the College is not in session. Under no circumstances will the College or the Facility be liable for any losses or expenses as a result of an accident or illness to the student.

The student must complete and maintain compliance with their American DataBank Complio account throughout the duration of the program. Students must have a compliant American DataBank Complio account in order to attend a practicum and/or skills lab.

### **LOCATION OF CLASS**

For the purpose of this agreement, dual credit courses may be taught on the Odessa College campus, on the High school campus(es) in Ector County Independent School District, at Odessa College/ Ector County Independent School District approved locations, or online and include all modes of delivery of classes by Odessa College. Scheduling of classes on a high school campus will be aligned with the master schedule at the high school campus as applicable.

### **COMPOSITION OF CLASS**

Dual credit courses may include dual credit students only or a mix of dual credit students and non-dual credit students.

### **FACULTY SELECTION, SUPERVISION, EVALUATION, AND COMPENSATION**

1. All instructors, without exception, of dual credit courses must meet the minimal credential requirements specified by the Southern Association of Colleges and Schools and Commissions on Colleges (SACSCOC), which is the accrediting body for Odessa College.
2. High school faculty who meet the SACSCOC credential requirements for teaching college courses may be considered to teach dual credit courses by Odessa College. SACSCOC qualified high school instructors will follow the same selection procedures used by the college to select faculty responsible for teaching courses at the college's main campus.
3. Odessa College shall supervise and evaluate dual credit instructors and courses using the same or comparable procedures and standards used for faculty on the College's main campus.
4. All Odessa College instructors including those teaching dual credit course are encouraged to adhere to the principals set forth in the college's award winning *Drop Rate Improvement Program* for establishing and maintaining high in-class retention levels and exceptional student success. This program was recognized by the Texas Higher Education Coordinating Board in 2012 with an Award of Excellence and in 2014 with the Star Award, the highest award given for improving education in the state of Texas.
5. Odessa College will provide funds to Ector County Independent School District that are sufficient to cover annual rates of compensation to the high school's dual credit instructors. The college shall identify appropriate rates of compensation annually.

### **COURSE CURRICULUM, TEXTBOOKS, INSTRUCTION, AND GRADING**

1. Odessa College will ensure parity between a dual credit course and the corresponding course offered at the main campus with respect to the curriculum, materials, instruction, method, and rigor of student learning assessment. These standards shall be upheld regardless of the student composition of the class.
2. All instructors of dual credit classes shall follow departmental guidelines set forth by the college department chair or respective division Dean of Odessa College. Dual credit instructors will be required to use the College's department syllabus and implement all learning outcomes set forth in the syllabus. Adaptions to the departmental syllabus must be approved in writing by the college department chair.
3. Dual credit instructors shall be required to use the College departmentally approved textbook(s) and any other materials as set by college departmental policies. These standards shall be upheld regardless of the student composition of the class. Requests for use of alternate materials must have prior approval from the College department chair.
4. Odessa College's dual credit instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student.
5. The college recognizes that certain of the District's students participating in these classes are also participating in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

## **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

1. Academic policies applicable to courses taught at the College's main campus will also apply to dual credit courses.
2. Students in dual credit courses are eligible to use the same learning and support services that are afforded college students on the main campus including, but not limited to: advising, career assessment and planning, tutoring, library services, the College Sports Center, Student Life leadership and Development opportunities.
3. Dual credit students will have access to the College Portal to access grades, unofficial transcripts, and to a college email account for official college communication.

## **TRANSCRIPTION OF CREDIT**

For dual credit courses, both high school and college credits should be transcribed immediately upon a student's completion of the performance required in the course. The student is responsible for providing the ISD with an official transcript if the high school requires one.

## **FUNDING**

1. Applicable state funding for dual credit courses shall be available to both the District and the College based on the relevant funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
2. Odessa College tuition and fees for dual credit course shall be paid by the student to the college unless paid for by a third party, including the District, under a separate agreement. No payment or reimbursement of dual credit tuition and/or fees shall be made to Ector County Independent School District by Odessa College.
  - 2a. Certified Nurse Aide (CNA) tuition is \$723.00 per student, per semester, with a 12 student minimum enrollment. The tuition includes \$125.00 Texas Nurse Aide Exam Fee, \$95.00 American DataBank Complio account, \$60.00 CPR Basic Life Support for Healthcare Providers course, and a textbook, workbook, open educational resources (OER), learning management system (LMS), e-book, and/or digital e-learning content. Students may check out and return textbooks, if applicable. The tuition does not include the cost of student health and accident insurance, immunizations, uniforms, and travel expenses.
  - 2b. Registered Dental Assisting (RDA) tuition is \$10,000.00 per semester with a 10 student minimum enrollment. The tuition includes \$120 American Medical Technologists (AMT) Registered Dental Assistant (RDA) exam voucher, \$95.00 American DataBank Complio account, \$60.00 CPR Basic Life Support for Healthcare Providers course, and a textbook, workbook, open educational resources (OER), learning management system (LMS), e-book, and/or digital e-learning content. Students may check out and return textbooks, if applicable. The tuition does not include the cost of student health and accident insurance, immunizations, uniforms, and travel expenses.

2c. HVAC program tuition will be \$10,000.00 per school year with a maximum of 12 students. The tuition includes a \$57.99 textbook and a \$90.00 test exam fee that provides the student two attempts.

3. Dual credit tuition and fees are subject to change in accordance with Odessa College Board policy.

**RIGHT OF FIRST REFUSAL**

In recognition of the commitment in time and resources Odessa College makes to the District in providing high quality dual credit courses, the district agrees to provide Odessa College with the first opportunity – Right of Refusal – to fulfill the District’s desire for additional dual credit services, courses, and/or programs.

If Odessa College is unable or unwilling to fulfill the District’s desire for additional dual credit services, courses, and/or programs in a reasonable period of time that is consistent with the nature of the District’s request, then the District is free (after the lapse of such reasonable time) to seek such support from any other college or university able to provide that support.

**TERM AND MODIFICATION AGREEMENT**

1. This agreement may only be modified in writing by the Ector County Independent School District Superintendent and the Odessa College President or their designees at least thirty (30) days in advance of such modification.

2. This agreement shall become effective on the date the last party executes the Agreement and shall remain in effect for two years from that date. This agreement shall renew automatically for an additional two years if neither party elects to terminate the agreement by notifying the other party in writing within ninety (90) days of the scheduled two-year renewal date.

3. This agreement may be terminated upon sixty (60) days’ notice by either party provided that the effective termination date does not fall within an active dual credit class term. The parties to this condition on the understanding that to terminate the agreement within an active class term could negatively impact student learning and outcomes.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Louis Gonzales  
Associate Dean of Continuing Education  
Odessa College

\_\_\_\_\_  
School

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Date

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Date



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE - ODESSA  
COLLEGIATE ACADEMY**

The purpose of this Memorandum of Understanding between Odessa College and Ector County Independent School District is for Odessa Collegiate Academy (OCA).

The total budgeted cost is \$353,702.00 which is based on the 2020-2021 academic school year. Detailed information is listed under Appendix A of the MOU.

This agreement will be in effect for the 2021-2022 school year.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the College), and Ector County Independent School District, (hereinafter the district), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

The parties to this MOU desired to establish an Early College High School (ECHS) in the fall 2018 academic year to be named Ector County Early College High School (now and hereinafter referred to as **Odessa Collegiate Academy (OCA)**), to serve grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. Prospective OCA students may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

OCA has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or an associate's degree. The ECHS will:

- provide dual credit at no cost to students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

Furthermore, the district and the college will:

- Establish a mutually beneficial partnership between College and ECISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- Collaborate in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
- Commit to financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private and/or foundation sources to operate the program successfully.
- Provide classes and activities of the Early College High School on the OC campus with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- Commit to shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.

- Select of students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in OCA will be enrolled courses of study which enable the student to combine high school courses and college-level courses to complete the Texas core curriculum and earn either an associate degree or at least 60 semester credit hours toward a baccalaureate degree. The College will offer the following courses of study:

- Associate in Science
  - Biology
  - STEM
- Associate in Arts
  - Business Administration
  - General Studies
  - Liberal Arts
  - Teaching - Early Childhood to 6<sup>th</sup>Grade

The dual credit college courses for high school students will be offered in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

#### **LOCATION**

OCA is located at:  
Odessa College  
201 W University Blvd  
Odessa, TX 79764

High school and college courses will be conducted at OC. The College shall provide office space for use by ECHS faculty and staff. The College and the District will identify facility fees in Appendix A, and will review the fees on an annual basis and update as necessary. OCA students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of OC including but not limited to the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events.

OCA students, instructors, and staff will receive a College identification cards, and will have access to instructional and certain agreed upon non-instructional resources and services available on Campus. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

**OPERATING HOURS AND INSTRUCTIONAL CALENDAR** | OCA will operate within the normal operating hours of the college during a regular school day. The District will align the ECHS academic calendar with the college calendar to minimize missed instructional days due to student holiday and district professional development.

**FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION** | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in Appendix A. Both the college and the district will review the tuition and fees annually and update as necessary.

OCA will generate Average Daily Attendance (ADA) funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures

of the high school as authorized by the Texas Education Code.

The College will generate state contact hour funding which will be used to provide supplemental funding for the operations and expenditures.

Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The District will provide transportation (school bus) to students enrolled at OCA as required under State law and School District rules and procedures.

The District will provide meals for students as appropriate under State and Federal Law and School District rules and procedures. OCA students may purchase food from the College's food service provider.

**TESTING** | The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSIA college placement exams will be coordinated, scheduled and provided by the College free of charge.

**GRADING** | Grading periods and policies are delineated in the ECISD Student Handbook which is found online at [www.ectorcountyisd.org](http://www.ectorcountyisd.org). The College grading periods and policies are delineated in the College Catalog which is found online at [www.odessa.edu](http://www.odessa.edu).

College instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student. The College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. The College agrees to report a grade for each student to the District at each nine weeks grading interval. The College and District agree to share necessary student records as appropriate for scheduling and advising of students.

The College recognizes that certain of the District's students participating in these classes are also participating in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

OCA students are expected to meet academic standards for coursework completed at the high school and at the College. Students who do not meet satisfactory academic progress outlined by the District and the College are subject to academic intervention and remediation including

academic probation and academic suspension. Academic probation and suspension may limit continued enrollment in college courses and may result in removal from OCA.

**CURRICULUM ALIGNMENT** | OCA and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete the Texas Higher Education Coordinating Board’s (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28 or an associate’s degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. OCA will provide students with academic, social, and emotional support in their course of study. The College will regularly update the OCA principal regarding College curricular changes. OCA is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The college and the district will use existing course equivalency crosswalk agreements for each degree plan – equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

**INSTRUCTORS AND CLASS SIZE** | Dual credit instructors must meet the College’s academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OCA. The College will provide instructors who meets the College’s academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OCA. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval.

OCA and the College will provide opportunities for OCA teachers and higher-education faculty to collaborate through planning, teaching, and professional development.

When scheduling ECHS students for college courses, all efforts will be made to follow the low student teacher ratio for college class size due to facility limitations and program requirements. This is consistent with the college’s philosophy of prioritizing teaching and learning while leveraging AVID high engagement strategies to foster a safe and open culture, with high expectations for teachers and students, and collaboration in all learning spaces. Furthermore, the district will staff the ECHS appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint.

**COLLEGE ADMISSION AND ENROLLMENT IN COURSES** | OCA students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OCA students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based TSI scores. OCA students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

Continued enrollment is contingent upon OCA student’s maintaining satisfactory academic

progress.

**DATA SHARING** | FERPA allows protected student data to be exchanged between the College and the District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the District are expected to meet FERPA requirements to maintain the privacy of student data.

The College and the District will identify student data reports that are critical to student success, and will provide data reports upon request or per a data timeline. District and College personnel will be responsible for securely distributing and receiving data via a secure process. Student level data shall not be shared outside without prior authorization from the data source.

**ADVISING AND TRANSFERABILITY** | The College's ECHS liaison will provide comprehensive advising and pathway planning services for OCA students. The ECHS liaison serves as the designated College support services staff and will provide orientation, advising, registration, and college bound programming, as well as coordination of Section 504 of the Rehabilitation Act and the Individual with Disabilities Education Act. . The ECHS liaison serve as the academic early alert liaison for College faculty teaching ECHS courses, and will work closely with the OCA principal and counselor to provide student, academic intervention and remediation as necessary. As outline in Appendix A, the District will fund 25% of the ECHS liaison's total compensation. Due to increased enrollment at OCA, Odessa College will add an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison's total compensation.

The College will advise OCA students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

**ATTENDANCE IN COLLEGE COURSES** | OCA students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

**STUDENT CONDUCT** | OCA are subject to discipline and appropriate sanctions up to and including suspension and expulsion from the College. The student code of conduct and sanctions are outlined in the College student handbook. OCA students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the District. Further, Odessa College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

**DISCONTINUATION OF ECHS OPERATIONS** | Should the District or College elect to discontinue the operation of the OCA the provisions for serving the students will include the following:

- Students in the 9<sup>th</sup> and 10<sup>th</sup> grade will be received by the designated comprehensive high school in the district.
- Students in 11<sup>th</sup> and 12<sup>th</sup> grade will continue enrollment at OCA and in college course through scheduled graduation.

**INDEMNIFICATION** | To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to

person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

**TERM** | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, OC shall review this MOU and ECISD may renew this MOU on approval of OC.

**RIGHT OF REVOCATION** | Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the OC, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

**ASSIGNMENT** | Neither party may assign their interest in this MOU without the written permission of the other party.

**LIMITATIONS OF AUTHORITY** | Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between OC and ECISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.

Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.

Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

**WAIVER** | The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**APPLICABLE LAW** | This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

**VENUE** | Venue to enforce this Agreement shall lie exclusively in Ector County, Texas.

**MISCELLANEOUS PROVISIONS** | Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, OC operational hours and calendar shall take precedence.

The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.

If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

EXECUTED in duplicate original counterparts effective upon the date indicated above.

**ODESSA COLLEGE**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**APPENDIX A**

During each academic year, the ECHS, the college and the district leadership will collect and analyze budget data including but not limited to tuition, fees, state funding, salaries, facilities and operating expenses to develop a sustainable cost-sharing model for the ECHS. Appendix A will be reviewed on an annual basis and updated as necessary. The following costs are based on the 2020-2021 academic year activities of the ECHS and shall be due and payable by the district on December 1, 2021.

The parties agree as follows: the district shall pay 25 percent of the previous year’s total compensation, including benefits, of the Early College High School Liaison employed by OC. Due to increased enrollment at OCA, Odessa College will add an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison’s total compensation. OC will invoice the district as shown below:

Annual Salary (FY2020-21)	\$50,470
Benefits	\$13,252
<b>TOTAL COMPENSATION x 12.5% (due and payable by Dec.1, 2021)</b>	<b>\$15,930</b>

**CLASSROOM AND OFFICE FACILITIES** | OC and ECISD have identified facility fees for academic year 2020-21. OC will invoice ECISD for facility fees as shown below:

Amortization of Facility Renovations to Deaderick Hall: (excluding deferred maintenance items absorbed by OC)	10 Year Amortization of \$332,804	\$33,280
Custodial Services (21,835 sq. ft. of net assigned space)	\$0.091 per SF per mo. for 10 mos.	\$19,870
Electricity, Gas, Water, Sewer	\$1.49 per SF annually	\$27,112
Facility Support, including security, insurance, technology infrastructure, maintenance, grounds, parking	\$0.10 per SF per month for 10 mos.	\$21,835
<b>TOTAL FACILITY FEE (due and payable by Dec. 1, 2021)</b>		<b>\$102,098</b>

**TUITION AND FEES** | OC and ECISD will identify tuition and fees to be paid by ECISD (at no cost to the students) based on actual enrollments and foregone tuition (at dual credit rates). Upon the third attempt in a course, the student will be liable for tuition and fees. The tuition and fee calculation will occur at the conclusion of the current academic year and included as a billable item in Appendix A of the following year. Odessa College will suspend the First-6-Free program beginning in the fall of 2021. The First Class Free program will still be in effect. This change in programming will not affect the tuition and fees allocations in the 2021-22 MOU as charges are assessed in arrears. OC will invoice ECISD for the following tuition and fees related to the 2020-2021 academic year that will be due and payable by December 1, 2021.

**APPENDIX A (continued)**

<b>Academic Semester</b>	<b>Sem. Credit Hours</b>	<b>Tuition \$50/SCH</b>	<b>Activity Fees \$2/SCH</b>	<b>OER &amp; Course Fees</b>	<b>Less: First-6-Free</b>	<b>TOTAL NET</b>
Fall 2020	2,067	\$103,350	\$4,134	\$9,183	(\$4,004)	\$112,663
Spring 2021	2,543	\$127,150	\$5,086	\$11,159	(\$20,384)	\$123,011
<b>TOTAL TUITION &amp; FEES (due and payable by Dec. 1, 2021)</b>						<b>\$235,674</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**APPENDIX A**

EXECUTED in duplicate original counterparts effective upon the date indicated above.

**ODESSA COLLEGE**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## **REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND ODESSA COLLEGE - OCTECHS**

The purpose of this Memorandum of Understanding between Odessa College and Ector County Independent School District is for Odessa Career and Technical Early College High School (OCTECHS).

The total budgeted cost is \$416,673.00 which is based on the 2020-2021 academic school year. Detailed information is listed under Appendix A of the MOU.

This agreement will be in effect for the 2021-2022 school year.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made and entered into by and between Odessa College (hereinafter referred to as the College), and Ector County Independent School District, (hereinafter the district), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code.

The parties to this MOU desired to establish a career and technical education Early College High School (CTE ECHS) in the fall 2015 academic year to be named **Odessa Career and Technical Early College** (hereinafter referred to as OC TECHS), to serve grades 9-12, and provide dual enrollment for career and technical dual credit college courses for high school students free of charge. Prospective OC TECHS students may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

OC TECHS has been designated as an Early College High School (ECHS) under the authority of Texas Education Code (TEC) §29.908(b) and Texas Administrative Code (TAC) §102.1091. The designation and requisite process ensures that the district and the college maintain the integrity of the ECHS model, which was researched and designed to target and serve students who might not otherwise attend college. The district must renew the designation annually.

Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to 60 semester credit hours of transferable college credits and/or an associate's degree. The ECHS will:

- provide dual credit at no cost to students;
- offer rigorous instruction and accelerated courses;
- provide academic and social support services to help students succeed;
- increase college readiness; and
- reduce barriers to college access.

Furthermore, the district and the college will:

- Establish a mutually beneficial partnership between College and ECISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
- Collaborate in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development; training and student services.
- Commit to financial collaboration that addresses costs of both partners and assists each in obtaining necessary funds from local, state, federal and private and/or foundation sources to operate the program successfully.
- Provide classes and activities of the Early College High School on the OC campus with students integrated on an age-appropriate basis in campus facilities and college co-curricular activities.
- Commit to shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.

- Select of students based on the framework provided in the Texas Education Agency ECHS Blueprint.

Students enrolled in OC TECHS will be enrolled courses of study which enable the student to combine high school courses and college-level courses to complete an applied associate degree or at least 60 semester credit hours toward a workforce ready degree or an applied baccalaureate degree. The College will offer the following courses of study:

- Associate in Applied Science
  - Automotive Technology
  - Business Leadership
  - Criminal Justice
  - Culinary Arts
  - Diesel Technology
  - Energy Tech: Instrumentation & Electronics Technology
  - OSET: Occupational Safety & Environmental Technology
  - Welding Technology

The dual credit college courses for high school students will be offered in accordance with Chapter 4 of the Texas Higher Education Coordinating Board Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code.

#### **LOCATION**

OC TECHS is located at:  
Odessa College  
201 W University Blvd  
Odessa, TX 79764

High school and college courses will be conducted at OC. The College shall provide office space for use by ECHS faculty and staff. The College and the District will identify facility fees in Appendix A, and will review the fees on an annual basis and update as necessary. OC TECHS students, faculty, and staff shall have access to instructional and non-instructional resources available on the campus of OC including but not limited to the cafeteria, the learning resource center (library and tutoring), the campus (student) center, the sports center, performing arts and sporting events.

OC TECHS students, instructors, and staff will receive a College identification cards, and will have access to instructional and certain agreed upon non-instructional resources and services available on Campus. College resources and services will be available to support curricular and co-curricular success and engagement. The District and College will evaluate the facilities and access annually to determine the need for adjustment.

**OPERATING HOURS AND INSTRUCTIONAL CALENDAR** | OC TECHS will operate within the normal operating hours of the college during a regular school day. The District will align the ECHS academic calendar with the college calendar to minimize missed instructional days due to student holiday and district professional development.

**FUNDING, COSTS, TEXTBOOKS AND TRANSPORTATION** | The College and the District will identify tuition and fees to be paid by the District (at no cost to the students) in Appendix A. The college and the district will review the tuition and fees annually and update as necessary.

OC TECHS will generate Average Daily Attendance (ADA) funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

The College will generate state contact hour funding which will be used to provide supplemental funding for the operations and expenditures.

Changes to the funding formula for either the District or the College will be reviewed annually to determine whether adjustments are needed. Adjustments will be communicated in the spring semester to align with the District and College budget processes.

All College textbooks, including Open Educational Resources (OER) and associated fees, as well as supplemental materials required for College courses will be provided by the District. College approved textbooks purchased by the District may be used for the time period consistent with College practices.

The District will provide transportation (school bus) to students enrolled at OC TECHS as required under State law and School District rules and procedures.

The District will provide meals for students as appropriate under State and Federal Law and School District rules and procedures. OC TECHS students may purchase food from the College's food service provider.

**TESTING** | The College will administer the Texas Success Initiative (TSIA) college placement exam, free of charge, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSIA college placement exams will be coordinated, scheduled and provided by the College free of charge.

**GRADING** | Grading periods and policies are delineated in the ECISD Student Handbook which is found online at [www.ectorcountyisd.org](http://www.ectorcountyisd.org). The College grading periods and policies are delineated in the College Catalog which is found online at [www.odessa.edu](http://www.odessa.edu).

College instructors shall provide the ISD with a numerical grade equivalent to the corresponding letter grade awarded to the student. The College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student. The College agrees to report a grade for each student to the District at each nine weeks grading interval. The College and District agree to share necessary student records as appropriate for scheduling and advising of students.

The College recognizes that certain of the District's students participating in these classes are also participating in UIL-sanctioned activities. Accordingly, the College and all instructors shall work with the District to ensure that numerical grades are provided on a timely basis. The parties acknowledge that certain reports may be due at a time when no new college work has been performed by the student.

OC TECHS students are expected to meet academic standards for coursework completed at the high school and at the College. Students who do not meet satisfactory academic progress outlined by the District and the College are subject to academic intervention and remediation including academic probation and academic suspension. Academic probation and suspension may limit continued enrollment in college courses and may result in removal from OC TECHS.

**CURRICULUM ALIGNMENT** | OC TECHS and the College will provide a rigorous course of study that enables students to receive a high school diploma and complete a workforce ready Associate of Applied Science degree or at least 60 credit hours towards an applied baccalaureate degree during grades 9-12. OC TECHS will provide students with academic, social, and emotional support in their course of study. The College will regularly update the OC TECHS principal regarding College curricular changes. OC TECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The college and the district will use existing course equivalency crosswalk agreements for each degree plan – equating high school courses with college courses and the number of credits that may be earned for each course completed through the dual credit program. College courses have been evaluated and approved through the College curriculum approval process and will be taught at the College level. College academic policies and procedures will apply to dual credit courses.

**INSTRUCTORS AND CLASS SIZE** | Dual credit instructors must meet the College’s academic requirements for all academic dual credit courses. The District will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted at OC TECHS. The College will provide instructors who meets the College’s academic requirements for dual credit courses. The College will be responsible for the evaluation and assessment of instructors and staff for college credit courses conducted at OC TECHS. Standard College minimum and maximum class enrollment may be required and exceptions will require College approval.

OC TECHS and the College will provide opportunities for OC TECHS teachers and higher-education faculty to collaborate through planning, teaching, and professional development.

When scheduling ECHS students for college courses, all efforts will be made to follow the low student teacher ratio for college class size due to facility limitations and program requirements. This is consistent with the college’s philosophy of prioritizing teaching and learning while leveraging AVID high engagement strategies to foster a safe and open culture, with high expectations for teachers and students, and collaboration in all learning spaces. Furthermore, the district will staff the ECHS appropriately to mitigate over-crowding and maintain the cohort model outlined in the TEA ECHS blueprint.

**COLLEGE ADMISSION AND ENROLLMENT IN COURSES** | OC TECHS students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85.

OC TECHS students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based TSI scores. OC TECHS students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

Continued enrollment is contingent upon OC TECHS student's maintaining satisfactory academic progress.

**DATA SHARING** | FERPA allows protected student data to be exchanged between the College and the District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the District are expected to meet FERPA requirements to maintain the privacy of student data.

The College and the District will identify student data reports that are critical to student success, and will provide data reports upon request or per a data timeline. District and College personnel will be responsible for securely distributing and receiving data via a secure process. Student level data shall not be shared outside without prior authorization from the data source.

**ADVISING AND TRANSFERABILITY** | The College's ECHS liaison will provide comprehensive advising and pathway planning services for OC TECHS students. The ECHS liaison serves as the designated College support services staff and will provide orientation, advising, registration, and college bound programming, as well as coordination of Section 504 of the Rehabilitation Act and the Individual with Disabilities Education Act. The ECHS liaison serve as the academic early alert liaison for college faculty teaching ECHS courses, and will work closely with the OC TECHS principal and counselor to provide student, academic intervention and remediation as necessary. As outline in Appendix A, the District will fund 25% of the ECHS liaison's total compensation. Due to increased enrollment at OC TECHS, Odessa College will add an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison's total compensation.

The College will advise OC TECHS students as to the transferability and applicability to applied baccalaureate degree plans of all college credit offered and earned.

**ATTENDANCE IN COLLEGE COURSES** | OC TECHS students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester.

**STUDENT CONDUCT** | OC TECHS are subject to discipline and appropriate sanctions up to and including suspension and expulsion from the College. The student code of conduct and sanctions are outlined in the College student handbook. OC TECHS students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the District. Further, Odessa College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment.

**DISCONTINUATION OF ECHS OPERATIONS** | Should the District or College elect to discontinue the operation of the OC TECHS the provisions for serving the students will include the following:

- Students in the 9<sup>th</sup> and 10<sup>th</sup> grade will be received by the designated comprehensive high school in the district.
- Students in 11<sup>th</sup> and 12<sup>th</sup> grade will continue enrollment at OC TECHS and in college course through scheduled graduation.

**INDEMNIFICATION** | To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

**TERM** | Subject to prior termination or revocation of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, OC shall review this MOU and ECISD may renew this MOU on approval of OC.

**RIGHT OF REVOCATION** | Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the OC, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

**ASSIGNMENT** | Neither party may assign their interest in this MOU without the written permission of the other party.

**LIMITATIONS OF AUTHORITY** | Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.

This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between OC and ECISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.

Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.

Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

**WAIVER** | The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**APPLICABLE LAW** | This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely

therein.

**VENUE** | Venue to enforce this Agreement shall lie exclusively in Ector County, Texas.

**MISCELLANEOUS PROVISIONS** | Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, OC operational hours and calendar shall take precedence.

The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.

If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

EXECUTED in duplicate original counterparts effective upon the date indicated above.

**ODESSA COLLEGE**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**APPENDIX A**

During each academic year, the ECHS, the college and the district leadership will collect and analyze budget data including but not limited to tuition, fees, state funding, salaries, facilities and operating expenses to develop a sustainable cost-sharing model for the ECHS. Appendix A will be reviewed on an annual basis and updated as necessary. The following costs are based on the 2020-2021 academic year activities of the ECHS and shall be due and payable by the district on December 1, 2021.

The parties agree as follows: the district shall pay 25 percent of the previous year’s total compensation, including benefits, of the Early College High School Liaison employed by OC. Due to increased enrollment at OC TECHS, Odessa College will add an additional ECHS liaison FTE. Each ECHS will have a designated liaison. As such, each ECHS will fund 25% of the ECHS liaison’s total compensation. OC will invoice the district as shown below:

Annual Salary (FY2020-21)	\$50,470
Benefits	\$13,252
<b>TOTAL COMPENSATION x 12.5% (due and payable by Dec.1, 2021)</b>	<b>\$15,930</b>

**CLASSROOM AND OFFICE FACILITIES** | OC and ECISD have identified facility fees for academic year 2020-21. OC will invoice ECISD for facility fees as shown below:

Amortization of Constructed Facility (21,061 sq. ft. net assigned): LRC addition & renovations (excluding deferred maintenance items absorbed by OC)	20 Year Amortization of \$1,380,000	\$69,000
Custodial Services (24,598 sq. ft. of net assigned space)	\$0.091 per SF per mo. for 10 mos.	\$22,384
Electricity, Gas, Water, Sewer	\$1.49 per SF annually	\$30,543
Facility Support, including security, insurance, technology infrastructure, maintenance, grounds, parking	\$0.10 per SF per month for 10 mos.	\$24,598
<b>TOTAL FACILITY FEE (due and payable by Dec. 1, 2021)</b>		<b>\$146,526</b>

**TUITION AND FEES** | OC and ECISD will identify tuition and fees to be paid by ECISD (at no cost to the students) based on actual enrollments and foregone tuition (at dual credit rates). Upon the third attempt in a course, the student will be liable for tuition and fees. The tuition and fee calculation will occur at the conclusion of the current academic year and included as a billable item in Appendix A of the following year. Odessa College will suspend the First-6-Free program beginning in the fall of 2021. The First Class Free program will still be in effect. This change in programming will not affect the tuition and fees allocations in the 2021-22 MOU as charges are assessed in arrears. OC will invoice ECISD for the following tuition and fees related to the 2020-2021 academic year that will be due and payable by December 1, 2021.

**APPENDIX A (continued)**

<b>Academic Semester</b>	<b>Sem. Credit Hours</b>	<b>Tuition \$50/SCH</b>	<b>Activity Fees \$2/SCH</b>	<b>OER &amp; Course Fees</b>	<b>Less: First-6-Free</b>	<b>TOTAL NET</b>
Fall 2020	2,548	\$127,400	\$5,096	\$14,230	(\$19,552)	\$127,174
Spring 2021	2,530	\$126,500	\$5,060	\$9,003	(\$13,520)	\$127,043
<b>TOTAL TUITION &amp; FEES (due and payable by Dec. 1, 2021)</b>						<b>\$254,217</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ODESSA COLLEGE AND ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

**APPENDIX A**

EXECUTED in duplicate original counterparts effective upon the date indicated above.

**ODESSA COLLEGE**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## **REQUEST FOR APPROVAL OF PERMIAN HIGH SCHOOL ORCHESTRA STUDENT OUT-OF-STATE TRAVEL TO SACRAMENTO, NM**

The Permian High School Orchestra's Satin Strings group is requesting to travel to Sacramento, NM, in August of 2021. The students will spend three days rehearsing, participating in group activities, and getting to know one another. The group will consist of approximately 30 students and chaperones. Preliminary cost projections are \$100 per participant. The cost of the trip will cover all transportation, most activities, and housing expenses.

STUDENT ACTIVITIES  
TRAVEL

EXTRA-CURRICULAR  
STUDENT TRAVEL APPROVAL FORM

Student travel must be approved based on the direct benefits for the students. The trip must have approval of Superintendent or designee before any travel arrangements and reservations are made or students and parents become involved with any facet of the trip. Out-of-state travel must have Board approval.

Name of Group: Permian HS Satin Strings Campus / Department: Permian/Orchestra

Location: Sacramento NM Grades Involved: 10-12 Number of Students: 30

Departure Date: 8/6/21 Time: 6 AM Return Date: 8/8/21 Time: 7 PM

Number of Instructional Days: 0

The sponsor has checked the number of accrued days for each participant?  Yes  No

*(Please attach a complete trip description, proposed itinerary, and justification)*

Funding source:  District Budget  Campus Budget  Department Budget  Activity Fund  Personal

Trip function:  Curricular  Extracurricular  Competition

Trip profile:  In-state  Out-of-state  International

Transportation mode:  School Bus  School Suburban  Activity Bus  Charter Bus  Plane

Does the trip require fund-raisers?  Yes  No

Are deadlines established to guide the sponsor if the trip has to be canceled due to lack of funding?  Yes  No

What is the ratio of sponsors to students? Sponsors 1 / Students 5

Student orientation - Date: 8/5/21 Time: 7pm Location: PHS

Parent orientation - Date: 11 Time: 11 Location: "

Sponsor orientation - Date: 11 Time: 11 Location: 11

Sponsor criminal background check - Date: \_\_\_\_\_

Will any kind of insurance be required?  Yes  No

Will room and baggage searches be required?  Yes  No

Coach/Sponsor: \_\_\_\_\_  
(Signature)

5/20/21  
(Date)

Principal Approval: \_\_\_\_\_  
(Signature)

5-20-21  
(Date)

Superintendent or Designee Approval: \_\_\_\_\_  
(Signature)

5-27-21  
(Date)

Board Approval: \_\_\_\_\_  
(Signature - Required for Out-of-State Travel)

\_\_\_\_\_  
(Date)

# 2021 SATIN STRINGS CAMP ITINERARY

## Friday, August 6

6:30 am CDT	Meet in the Orchestra Room. We will not eat until 12:00, so eat breakfast!
7:00	Chaperones search luggage
7:30	Leave for Sacramento, New Mexico!
11:30 MDT	Arrive at Sacramento Methodist Assembly
12:00 pm	Lunch/explore the camp
2:00	Rehearsal
4:00	Mandatory fun time (Group activities and "get-to-know you" stuff)
5:30	Dinner
6:30	Rehearsal/Sectionals
11:00	Curfew

## Saturday, August 7

7:30 am	Everybody up!
8:00	Eat breakfast
9:00	Challenge Course ( <b>Additional \$20</b> )
12:00 pm	Lunch
1:00	Trail Rides ( <b>Additional \$25</b> ) <ul style="list-style-type: none"><li>• 1:00 – 12 riders</li><li>• 2:30 – 9 riders</li><li>• 4:00 – 9 riders</li></ul>
4:00	Individual Practice Time & visit the snack bar & gift shop!
5:30	Supper
6:30	Rehearsal
8:30	Satin Strings Orientation Meeting/Camp fire/Initiation
11:00	Curfew

## Sunday, August 8

7:30 am	Everybody up!
8:00	Eat breakfast and pack, clean rooms
9:00	FINAL rehearsal & clean rehearsal areas
10:00	FIRST Performance for camp faculty and staff
11:00	Leave for Odessa
1:00 pm	Lunch in Artesia, NM (on your own)
6:00 CDT	Approximate arrival time at PHS...could be sooner. Students will call 30 min out. <b>Please be on time to pick up your student!</b>

\*This is a very general itinerary. There are extra activities and expenses that are not listed on this itinerary. The students will be fed on campus in the Assembly Dining Hall. However, we will make stops on the way up and on the way back. Please send extra spending and activities money with your student.

# 2021 SATIN STRINGS CAMP ITINERARY

## PACKING LIST:

Some things you need to bring. It is a long way into town, and you will not have a car, so pay attention. Nobody wants to loan you his or her toothbrush or his or her underwear.

- Your instrument, bow, rosin, music & extra strings. I will supply the music & stands.
- Good attitude and a smile. This is necessary!
- Backpacks or duffel bags are preferable to wheeled luggage. There is limited space on the bus.
- Toothpaste and a toothbrush.
- Deodorant.
- Sleeping bag or bed linens (sheets and a blanket) and a pillow.
- Wash rags and towel for 3 days. Cheap disposable washcloths and towels are recommended.
- Soap and shampoo.
- Cheap flip-flops for showers.
- Other personal hygiene products.
- Medications your doctor has prescribed **FOR YOU.**
- Sunscreen.
- Insect repellent.
- Clothes for three days - Long pants instead of shorts. It rains almost every day. In addition, it can get very cool in the evening. Do not forget your socks.
- Jackets/hoodies – The average daytime high is in the upper 70's. The evening low is in the upper 50's.
- Rain gear - the cheap disposable ones should do fine.
- Pajamas or something else to sleep in.
- Sturdy shoes/boots - A good pair of shoes will help avoid twisted or sprained ankles, blisters, and sore feet. Walking around the camp in flip-flops is discouraged.
- Calling card, if you need to make phone calls.
- Do not bring a lot of extra stuff. You will have to carry it all up to your room when you get there and back to the bus when you leave.

## CELL PHONES & ELECTRONIC EQUIPMENT:

- Your cell phone will probably not have a signal. Sacramento has very limited Verizon signal, but not all other cell carriers are available. There is a phone available for emergencies. If you will need to make a phone call, bring a calling card, or arrange for a collect call.
- iPods, iPads and other electronics are allowed, but discouraged. **The focus of this retreat is practicing and memorizing music.**



## **LEGISLATIVE UPDATE**

Dr. Scott Muri, Superintendent of Schools will provide a Legislative update.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Staci Ashley, Executive Director for Human Resources

**SUBJECT:** **DISCUSSION OF AND REQUEST FOR APPROVAL OF PERSONNEL RECOMMENDATION FOR THE LYNDON B. JOHNSON ELEMENTARY PRINCIPAL**

**DATE:** June 15, 2021

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Recommendations to hire the Lyndon B. Johnson Elementary Principal.

\*\*\*\*\*

Administrative Recommendation:

Approval of Personnel Recommendations.



## Ector County Independent School District

### Action Page

**TO:** Board of Trustees

**FROM:** Dr. Scott R. Muri, Superintendent of Schools

**SUBJECT: POSSIBLE ACTION CONCERNING IDEA PUBLIC SCHOOLS AGREEMENT, INC.**

**DATE:** June 15, 2021

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The Board of Trustees may consider taking action on the IDEA Public Schools, Inc. agreement.

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Administrative Recommendation:

Possible Action Concerning IDEA Public School, Inc. Agreement.



## INFORMATION ITEMS

- Financials
- Purchasing Report
- Routine Personnel Report

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ECTOR COUNTY ISD, TX  
GENERAL FUND YTD BUDGET REPORT  
APRIL 30, 2021

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FOR 2021 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-307,129,000	-4,995,455	-312,124,455	-255,099,164.08	2,141.55	-57,027,432.47	81.7%
11 INSTRUCTION	184,054,708	-3,997,459	180,057,249	120,633,879.66	37,999,575.36	21,423,793.98	88.1%
12 INSTRUCTIONAL RES & MEDIA SERV	2,665,093	-10,000	2,655,093	1,729,926.77	547,360.60	377,805.63	85.8%
13 CURRICULUM & STAFF DEVELOPMENT	6,385,873	465,139	6,851,012	3,692,758.89	808,500.00	2,349,753.11	65.7%
21 INSTRUCTIONAL LEADERSHIP	6,314,483	111,363	6,425,846	4,774,743.97	1,006,313.16	644,788.87	90.0%
23 SCHOOL LEADERSHIP	20,325,522	1,893,748	22,219,270	17,361,103.31	4,743,468.27	114,698.42	99.5%
31 GUID, COUNS & EVALUATION SERVS	11,231,935	-83,810	11,148,125	9,176,581.59	2,599,102.00	-627,558.59	105.6%
32 SOCIAL WORK SERVICES	919,660	93,420	1,013,080	763,476.05	397,605.83	-148,001.88	114.6%
33 HEALTH SERVICES	2,638,775	89,468	2,728,243	2,082,276.25	592,688.77	53,277.98	98.0%
34 STUDENT TRANSPORTATION	10,017,309	-947,690	9,069,619	6,421,288.39	1,864,177.05	784,153.56	91.4%
35 FOOD SERVICE	86,512	0	86,512	58,183.41	1,055.39	27,273.20	68.5%
36 CO/EXTRACURRICULAR ACTIVITIES	6,148,134	2,487	6,150,621	4,257,786.31	881,930.73	1,010,903.96	83.6%
41 GENERAL ADMINISTRATION	8,564,766	385,328	8,950,094	7,143,257.34	1,390,846.57	415,990.09	95.4%
51 FACILITIES MAINT & OPERATIONS	33,584,867	6,396,082	39,980,949	27,029,918.94	7,088,087.30	5,862,942.76	85.3%
52 SECURITY & MONITORING SERVICES	3,256,239	800	3,257,039	2,440,586.26	486,644.77	329,807.97	89.9%
53 DATA PROCESSING SERVICES	7,170,304	13,922,079	21,092,383	17,821,977.97	1,394,991.70	1,875,413.33	91.1%
61 COMMUNITY SERVICES	1,374,337	12,500	1,386,837	1,105,014.09	251,779.91	30,043.00	97.8%
71 DEBT SERVICE	500,000	0	500,000	481,389.00	.00	18,611.00	96.3%
81 FACILITIES ACQUISITION & CONST	15,000	800,000	815,000	14,955.03	825,050.97	-25,006.00	103.1%
99 INTERGOVERNMENTAL CHARGES	1,875,483	45,000	1,920,483	1,391,928.50	528,554.50	.00	100.0%
TOTAL GENERAL FUND	0	14,183,000	14,183,000	-26,718,132.35	63,409,874.43	-22,508,742.08	258.7%
TOTAL REVENUES	-307,129,000	-4,995,455	-312,124,455	-255,099,164.08	2,141.55	-57,027,432.47	
TOTAL EXPENSES	307,129,000	19,178,455	326,307,455	228,381,031.73	63,407,732.88	34,518,690.39	
GRAND TOTAL	0	14,183,000	14,183,000	-26,718,132.35	63,409,874.43	-22,508,742.08	258.7%

\*\* END OF REPORT - Generated by VALENZUELA, UVALDINA \*\*

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ECTOR COUNTY ISD, TX  
SCHOOL NUTRITION FUND YTD BUDGET REPORT  
APRIL 30, 2021

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FOR 2021 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-17,914,000	0	-17,914,000	-1,682,606.85	.00	-16,231,393.15	9.4%
35 FOOD SERVICE	17,479,332	0	17,479,332	11,592,830.26	3,159,617.21	2,726,884.53	84.4%
51 FACILITIES MAINT & OPERATIONS	434,668	0	434,668	107,112.64	19,445.31	308,110.05	29.1%
81 FACILITIES ACQUISITION & CONST	0	0	0	.00	.00	.00	.0%
TOTAL SCHOOL NUTRITION	0	0	0	10,017,336.05	3,179,062.52	-13,196,398.57	100.0%
TOTAL REVENUES	-17,914,000	0	-17,914,000	-1,682,606.85	.00	-16,231,393.15	
TOTAL EXPENSES	17,914,000	0	17,914,000	11,699,942.90	3,179,062.52	3,034,994.58	
GRAND TOTAL	0	0	0	10,017,336.05	3,179,062.52	-13,196,398.57	100.0%

\*\* END OF REPORT - Generated by VALENZUELA, UVALDINA \*\*

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ECTOR COUNTY ISD, TX  
DEBT SERVICE FUND YTD BUDGET REPORT  
APRIL 30, 2021

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FOR 2021 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
511 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-17,442,331	0	-17,442,331	-16,345,940.27	.00	-1,096,390.73	93.7%
71 DEBT SERVICE	13,059,794	0	13,059,794	17,378,440.52	.00	-4,318,646.52	133.1%
TOTAL DEBT SERVICE FUND	-4,382,537	0	-4,382,537	1,032,500.25	.00	-5,415,037.25	-23.6%
TOTAL REVENUES	-17,442,331	0	-17,442,331	-90,350,958.85	.00	72,908,627.85	
TOTAL EXPENSES	13,059,794	0	13,059,794	91,383,459.10	.00	-78,323,665.10	
GRAND TOTAL	-4,382,537	0	-4,382,537	1,032,500.25	.00	-5,415,037.25	-23.6%

\*\* END OF REPORT - Generated by VALENZUELA, UVALDINA \*\*

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**  
 MONTHLY REPORT OF TAX COLLECTIONS  
 FOR THE PERIOD OF JULY 1, 2020 THRU APRIL 30, 2021

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2020 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED		
							OVERALL	CURRENT	
2020	174,100,672.70	257,233.74	174,357,906.44	161,922,508.85	2,520,040.77	9,915,356.82		5.69%	
<b>DELINQUENT TAX</b>									
2019	6,381,038.16	(676,275.22)	5,704,762.94	2,237,487.02	145,033.38	3,322,242.54	52.06%	58.24%	
2018	2,659,095.12	(199,891.88)	2,459,203.24	348,107.92	71,955.69	2,039,139.63	76.69%	82.92%	
2017	1,740,611.74	(4,904.61)	1,735,707.13	233,503.53	31,620.21	1,470,583.39	84.49%	84.73%	
2016	1,450,570.09	4,025.91	1,454,596.00	172,089.46	37,400.92	1,245,105.62	85.84%	85.60%	
2015	1,037,826.09	1,301.83	1,039,127.92	16,726.95	17,116.05	1,005,284.92	96.86%	96.74%	
2014	1,051,940.57	(689.91)	1,051,250.66	71,837.25	14,479.94	964,933.47	91.73%	91.79%	
2013	663,534.57	(1,659.34)	661,875.23	28,026.40	5,499.85	628,348.98	94.70%	94.93%	
2012	463,472.17	(444.20)	463,027.97	12,737.54	4,671.63	445,618.80	96.15%	96.24%	
2011	461,256.80	(642.95)	460,613.85	8,960.77	3,966.27	447,686.81	97.06%	97.19%	
2010	353,145.72	(665.28)	352,480.44	6,536.15	1,451.02	344,493.27	97.55%	97.73%	
2009	341,526.20	(52,232.13)	289,294.07	4,906.20	840.61	283,547.26	83.02%	98.01%	
2008+	1,810,119.77	(8,686.40)	1,801,433.37	16,594.49	4,807.30	1,780,031.58	98.34%	98.81%	
TOTAL DELINQUENT TAX	18,414,137.00	(940,764.18)	17,473,372.82	3,157,513.68	338,842.87	13,977,016.27	83.53%	85.39%	
CED # 24 SII TAXES	48,507.75	0.00	48,507.75	0.00	61.81	48,445.94	99.87%	99.87%	
TOTAL ALL TAXES	192,563,317.45	(683,530.44)	191,879,787.01	165,080,022.53	2,858,945.45	23,940,819.03			
<b>PENALTY / INTEREST / DISCOUNT</b>						YEAR TO DATE			
				CURRENT P & I	474,504.64	252,270.13	726,774.77		
				DISCOUNTS	0.00	0.00	0.00		
				DELINQUENT YEAR P & I	1,137,773.30	168,322.40	1,306,095.70		
					0.00				
TOTAL PENALTY / INTEREST / DISCOUNT					1,612,277.94	420,592.53	2,032,870.47		
<b>OTHER COLLECTIONS</b>									
				TAXES W/O COLLECTED	0.00	0.00	0.00		
				TAX CERTIFICATES	1,567.21	178.22	1,745.43		
				LATE RENDITION FEES	235,464.06	11,581.16	247,045.22		
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00		
				COSTS COLLECTED	0.00	0.00	0.00		
				SUSPENSE PAYMENTS	0.00	0.00	0.00		
				REFUNDS	0.00	0.00	0.00		
				CASH OVER / (SHORT)	0.00	0.00	0.00		
TOTAL OTHER					237,031.27	11,759.38	248,790.65		
TOTAL SCHOOL					166,929,331.74	3,291,297.36	170,220,629.10		
				GENERAL FUND		DEBT SERVICE			
				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL	
				2,593,069.27	392,163.57	265,876.18	40,188.34	3,291,297.36	


**ECISD Over \$50,000 Report for May 2021**

PO#	PO Date	Vendor Name	PO Amount	General Comments	Approval Process	1st GL Account	Department	Requestor	Requisition
21012157	05/05/2021	CONTROL TECHNOLOGIES INC	\$ 51,601	BURNET HVAC CONTROLS	BuyBoard Coop Contract #631-20	199-51-6639-00-104-99	Maintenance	Kent Clark	92115112
21013021	05/27/2021	LVR COMMERCIAL FLOORING	\$ 54,121	Burnet Gym & Restrooms	BuyBoard Coop Contract #561-18	199-51-6246-00-965-99	Distirct Operations	Diana Ornelas	92116188
21012227	05/05/2021	KELLY EVANS CONSTRUCTION. LLC	\$ 57,600	BLACKSHEAR & MILAM CONCRETE	RFP #20-14 Awarded Vendor	199-51-6246-00-955-99	Distirct Operations	Diana Ornelas	92115246
21013061	05/27/2021	TRANE U.S. INC.	\$ 66,403	Ector AAP Wing Units	U.S. COMMUNITIES CONTRACT #15-JLP-023	199-51-6399-00-047-99	Distirct Operations	Diana Ornelas	92116167
21012990	05/27/2021	TRANE U.S. INC.	\$ 76,124	Ector Music Wing Units	U.S. COMMUNITIES CONTRACT #15-JLP-023	199-51-6399-00-047-99	Distirct Operations	Diana Ornelas	92116159
21012926	05/25/2021	PLAYGROUNDS ETC	\$ 85,471	Ratliff Softball Complex Lg	BuyBoard Coop Contract #592-19	199-51-6629-00-965-99	Distirct Operations	Diana Ornelas	92116060
21012807	05/20/2021	LVR COMMERCIAL FLOORING	\$ 88,865	Ratliff Restrooms and Locker Areas	BuyBoard Coop Contract #561-18	199-51-6246-00-965-99	Distirct Operations	Diana Ornelas	92115456
21012364	05/06/2021	LAKESHORE LEARNING	\$ 134,148	Quote 66227 YMCA 1111 Pagewood Ave Odessa TX	TexBuy Coop Contract #018-001 & #020-020	199-00-1410-01-000-00	Asst Supt Student & Schls Support	Amy Miller	92115251
21012493	05/11/2021	LAKESHORE LEARNING	\$ 136,926	Quote 66227 YMCA 1111 Pagewood, Odessa TX	TexBuy Coop Contract #018-001 & #020-020	199-00-1410-01-000-00	Asst Supt Student & Schls Support	Amy Miller	92115489
21013076	05/28/2021	LVR COMMERCIAL FLOORING	\$ 144,644	San Jacinto Elementary	BuyBoard Coop Contract #561-18	199-51-6246-00-965-99	Distirct Operations	Diana Ornelas	92116203
21012221	05/05/2021	THE BOSWORTH LTD	\$ 153,000	BURNET HVAC INSTALLATION	RFP #18-09 Awarded Vendor	199-51-6639-00-104-99	Maintenance	Kent Clark	92115138
21012220	05/05/2021	THE BOSWORTH LTD	\$ 157,500	AUSTIN HVAC UNIT INSTALLATION	RFP #18-09 Awarded Vendor	199-51-6639-00-102-99	Maintenance	Kent Clark	92115135
21012219	05/05/2021	THE BOSWORTH LTD	\$ 243,000	IRELAND HVAC UNIT INSTALLATION	RFP #18-09 Awarded Vendor	199-51-6639-00-114-99	Maintenance	Kent Clark	92115132
21013113	05/28/2021	RODRIGUEZ DRYWALL & PAINT CO.	\$ 243,500	Bowie MS - Painting	RFP #19-17 Awarded Vendor	199-51-6246-00-965-99	Distirct Operations	Diana Ornelas	92116261
21013092	05/28/2021	BLUEFIN LLC	\$ 556,461	A/E Services_PHS Roofing	RFQ #17-01 Awarded Vendor	199-51-6219-17-003-99	Distirct Operations	Diana Ornelas	92115998
21013093	05/28/2021	BLUEFIN LLC	\$ 727,680	C/M Services_PHS Roofing	RFQ #17-01 Awarded Vendor	199-51-6219-17-003-99	Distirct Operations	Diana Ornelas	92116245
21012791	05/19/2021	SANTANDER BANK N.A.	\$ 2,244,750	PAYOFF BUS LEASE - 30 BLUE BIRD BUSES	RFP #19-04 Awarded Vendor	199-71-6512-91-986-99 199-71-6522-91-986-99	Finance	Kimberly Byers	92115915

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
Odessa, Texas

**MEMORANDUM**

TO: Dr. Scott Muri, Superintendent of Schools

FROM: Staci Ashley, Executive Director of Human Resources 

RE: Routine Personnel Report for May 2021

DATE: 5/28/2021

**Elementary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

**Secondary Level Recommendations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
MICHAEL BETTENHAUSEN	SOCIAL STUDIES COACH	PERMIAN HIGH SCHOOL	5/4/2021
CREIGHTON REED	PHYSICAL EDUCATION COACH	ODESSA HIGH SCHOOL	5/3/2021

**Administrative Level Recommendations**

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
NONE			

**Elementary Level Resignations**

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
DAWN ABBOTT	FOURTH GRADE	JORDAN ELEMENTARY SCHOOL	5/28/2021
LUPE ACOSTA	SECOND-BILINGUAL	JORDAN ELEMENTARY SCHOOL	5/28/2021
DAVID AGUILAR RODRIGUEZ	FIRST-BILINGUAL	JOHNSON ELEMENTARY SCHOOL	5/28/2021
SELENA BAEZA	THIRD GRADE	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021
MARIA BARRIOS	SECOND GRADE	SAN JACINTO ELEMENTARY SCHOOL	5/28/2021
LISA BAUGHMAN	FIRST GRADE	REAGAN MAGNET SCHOOL	5/28/2021
BYRON BAULCH	FIFTH GRADE	JORDAN ELEMENTARY SCHOOL	5/28/2021
LETHA BEARDEN	ELEMENTARY SPECIAL EDUCATION RESOURCE	NOEL ELEMENTARY SCHOOL	5/28/2021
KADYE BEDELL	KINDERGARDEN	GALE POND ALAMO ELEM SCHOOL	5/28/2021
SHEILA BELL	FIRST GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
KATHRYN BILLINGTON	ELEMENTARY READ/DYSLEXIA INT	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021
LINDSEY BLAIR	FIRST GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
STEVEN BOWERY	FIFTH GRADE	FLY ELEMENTARY SCHOOL	5/28/2021
RYLEE BRAZEAL	FIFTH GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
REBECCA BROOKS	FOURTH GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
JOHN BURTON	ELEMENTARY PHYSICAL EDUCATION	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
MARIA CACERES MARTINEZ	THIRD-BILINGUAL	GALE POND ALAMO ELEMENTARY SCHOOL	5/28/2021
IRIS CASTANEDA	MULTI GRADE 1-2-3	AUSTIN ELEMENTARY SCHOOL	5/28/2021
KATRINA CHRISTENSEN	KINDERGARDEN	ZAVALA ELEMENTARY SCHOOL	5/28/2021
CAROLYN CLAIR	ELEMENTARY READING COACH	BURNET ELEMENTARY SCHOOL	5/28/2021
COURTNI COOTS WARD	FIRST GRADE	GONZALES ELEMENTARY SCHOOL	5/28/2021
LISA COPPEDGE	THIRD GRADE	JORDAN ELEMENTARY SCHOOL	5/28/2021
JACOB DAVIS	ELEMENTARY MUSIC	GALE POND ALAMO ELEMENTARY SCHOOL	5/28/2021
AUDREY DELEON	PRE-K	PEASE ELEMENTARY SCHOOL	5/28/2021
JANELLE EDMONDS	ELEMENTARY PHYSICAL EDUCATION	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
SYLVIA FUENTEZ	THIRD GRADE	NOEL ELEMENTARY SCHOOL	5/28/2021
ESPERANZA GOMEZ	ELEMENTARY GIFTED AND TALENTED BILINGUAL	AUSTIN ELEMENTARY SCHOOL	5/28/2021
REBECCA GOMEZ	PRE-K BILINGUAL	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021

TERRY GRAY	ELEMENTARY SUZUKI VIOLIN	MILAM ELEMENTARY SCHOOL	5/28/2021
TASHA GUILLEN	THIRD GRADE	GALE POND ALAMO ELEMENTARY SCHOOL	5/28/2021
MARTA GUTIERREZ URIEN	FOURTH-BILINGUAL	NOEL ELEMENTARY SCHOOL	5/28/2021
JENNA HAMPTON	THIRD GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
VIKTORIA HENDERSON	MEDIA SPECIALST ELEMENTARY	BLANTON ELEMENTARY SCHOOL	5/28/2021
MICHAEL HERNANDEZ	FIFTH GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
MELISSA HERONEMA	THIRD GRADE	MILAM ELEMENTARY SCHOOL	5/28/2021
SANDRA HUBBARD	ELEMENTARY READ/DYSLEXIA INT	BURLESON ELEMENTARY SCHOOL	5/28/2021
CLARA IBANEZ JIMENEZ	SECOND-BILINGUAL	WEST ELEMENTARY SCHOOL	5/28/2021
MADISON JAMES	KINDERGARDEN	JOHNSON ELEMENTARY SCHOOL	5/28/2021
TIERA JOHNSON	KINDERGARDEN	PEASE ELEMENTARY SCHOOL	5/28/2021
LATRICIA KOFFEL	ELEMENTARY SPED-LD-CM-RESOURCE	BURNET ELEMENTARY SCHOOL	5/28/2021
MONICA LUJAN	FIFTH GRADE	ROSS ELEMENTARY SCHOOL	5/28/2021
JESSICA LUNA	SECOND-ESL	CAMERON ELEMENTARY SCHOOL	5/28/2021
RANDY MAGERS	ELEMENTARY MUSIC	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
IZAMARE MARCRUM	KINDERGARDEN	GOLIAD ELEMENTARY SCHOOL	5/28/2021
YVETTE MARTIN	THIRD GRADE	FLY ELEMENTARY SCHOOL	5/28/2021
VALERIA MARTINEZ	KINDERGARDEN	ZAVALA ELEMENTARY SCHOOL	5/28/2021
EMMA MARTINEZ-LEE	MULTI GRADE 1-2-3	AUSTIN ELEMENTARY SCHOOL	5/28/2021
BRENDA MASTERS	FIFTH GRADE	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
NELDA MCGUIRE	FIFTH-BILINGUAL	NOEL ELEMENTARY SCHOOL	5/28/2021
HECTOR MENDEZ	FOURTH GRADE	TRAVIS ELEMENTARY SCHOOL	5/28/2021
LUCIA MINJAREZ	SECOND GRADE	WEST ELEMENTARY SCHOOL	5/28/2021
REBECCA MINSHEW	ELEMENTARY SPED-LD-CM-RESOURCE	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
MARY MONTOYA	FIRST-BILINGUAL	JORDAN ELEMENTARY SCHOOL	5/28/2021
TRICIA MORGAN	FOURTH GRADE	GOLIAD ELEMENTARY SCHOOL	5/28/2021
CLARA MOTOS-RIVAS	KINDERGARDEN BILINGUAL	CAMERON ELEMENTARY SCHOOL	5/28/2021
MICHELLE NORRID	FIFTH GRADE	BLANTON ELEMENTARY SCHOOL	5/28/2021
CANDACE ONTIVEROS	KINDERGARDEN	DOWLING ELEMENTARY SCHOOL	5/28/2021
CELESTE ORTIZ	FIRST GRADE	BLANTON ELEMENTARY SCHOOL	5/28/2021
KARLA ORTIZ	KINDERGARDEN BILNIGUAL	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
MELODY PARDUE	ELEMENTARY PHYSICAL EDUCATION	HAYS ELEMENTARY SCHOOL	5/28/2021
ANA PECHARROMAN MARTIN	KINDERGARDEN BILINGUAL	WEST ELEMENTARY SCHOOL	5/28/2021
CAROL PIPER	SECOND GRADE	JOHNSON ELEMENTARY SCHOOL	5/28/2021
CHELSIE POWELL	SECOND GRADE	IRELAND ELEMENTARY SCHOOL	5/28/2021
SHELLY POWELL	THIRD GRADE	JOHNSON ELEMENTARY SCHOOL	5/28/2021
YUREIMA RAMIREZ	FIFTH-BILINGUAL	NOEL ELEMENTARY SCHOOL	5/28/2021
CHRISTOPHER RAMPACEK	ELEMENTARY PHYSICLA EDUCATION	NOEL ELEMENTARY SCHOOL	5/28/2021
JACQUELYN RANEY	FIRST GRADE	HAYS ELEMENTARY SCHOOL	5/28/2021
HEATHER RICHARDS	FIFTH GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
ADRIANA RODRIGUEZ ALEMAN	FIRST-BILINGUAL	HAYS ELEMENTARY SCHOOL	5/28/2021
ALBA SALAS MARTINEZ	FIRST-BILINGUAL	CAMERON ELEMENTARY SCHOOL	5/28/2021
SUZAN SANDS	FOURTH GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
TAYLOR SAUNDERS	FIFTH GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
CHANNING SAWYERS	THIRD GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
JOHN SERNA	ELEMENTARY SPED-LD-CM-RESOURCE	GALE POND ALAMO ELEMENTARY SCHOOL	5/28/2021
BRITTANI SHIPMAN	KINDERGARDEN	BURLESON ELEMENTARY SCHOOL	5/28/2021
JOHN SIMMONS	FOURTH GRADE	BURNET ELEMENTARY SCHOOL	5/28/2021
ROSA MARIA SISNEROS	THIRD-BILINGUAL	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
PAIGE SLATER	KINDERGARDEN	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
PATRICE SMITH	KINDERGARDEN	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
SHANNA SMITH	FIRST GRADE	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
ROZANNE SPIRES	ELEMENTARY SUZUKI VIOLIN	MILAM ELEMENTARY SCHOOL	5/28/2021
MARTHA STOUTE	THIRD GRADE	GONZALES ELEMENTARY SCHOOL	5/28/2021
TOMAS TERUEL FERNANDEZ	SIXTH-BILINGUAL	CAMERON ELEMENTARY SCHOOL	5/28/2021
IMELDA VASQUEZ HERRERA	FIRST-BILINGUAL	PEASE ELEMENTARY SCHOOL	5/28/2021
NATALIA VIDAL HERNANDEZ	KINDERGARDEN BILINGUAL	PEASE ELEMENTARY SCHOOL	5/28/2021
REBECCA WALKER	KINDERGARDEN	MILAM ELEMENTARY SCHOOL	5/28/2021
SHELLY WALKER	FOURTH GRADE	NOEL ELEMENTARY SCHOOL	5/28/2021

ROBYN WALTERS	FIFTH GRADE	TRAVIS ELEMENTARY SCHOOL	5/28/2021
JORDAN WATSON	SECOND GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
BLAKE WILLIAMS	FIRST GRADE	WEST ELEMENTARY SCHOOL	5/28/2021
MELISSA WILSON	FIRST GRADE	GALE POND ALAMO ELEMENTARY SCHOOL	5/28/2021
MELISSA CALDERON	5TH GRADE	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
KATHERINE BORSKI	4TH GRADE	IRELAND ELEMENTARY SCHOOL	5/28/2021
SANDY CANAVA	1ST GRADE	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
GUADALUPE ALVARADO	1ST BILINGUAL	BURLESON ELEMENTARY SCHOOL	5/28/2021
SUSAN MURPHY	ELEMENTARY SPED SPECIALIZED CLASS	NOEL ELEMENTARY SCHOOL	5/28/2021
ALEXIA CAMPOS	4TH GRADE	JORDAN ELEMENTARY SCHOOL	5/28/2021
ALYSSA CORRALES	3RD GRADE	FLY ELEMENTARY SCHOOL	5/28/2021
PAMELA TROUBLEFIELD	PR-K	ZAVALA ELEMENTARY SCHOOL	5/28/2021
DANIELLA GARCIA	5TH GRADE	WEST ELEMENTARY SCHOOL	5/28/2021
ANA CHAVEZ	1ST GRADE	BURNET ELEMENTARY SCHOOL	5/28/2021
JANETTE BRITO	PRE-K	GONZALES ELEMENTARY SCHOOL	5/28/2021
DORA SARPONG	KINDERGARDEN	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021
MARIA CAMPOS	KINDERGARDEN	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
SIERRA CHAVEZ	1ST GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
KELSI GOODEN	ELEMENTARY FRENCH	CAMERON ELEMENTARY SCHOOL	5/28/2021
YESENIA PONCE RIVERA	PRE-K	GONZALES ELEMENTARY SCHOOL	5/28/2021
ALEJANDRA CANEDO	ELEMENTARY SP ED-BEHAV SUPP	BURNET ELEMENTARY SCHOOL	
SANDRA JAUREGUI DIAZ	KINDERGARDEN	BURNET ELEMENTARY SCHOOL	5/28/2021
NEREIDA BENAVIDEZ	4TH GRADE	BURNET ELEMENTARY SCHOOL	5/28/2021
HANNAH CHAVEZ	KINDERGARDEN	BURNET ELEMENTARY SCHOOL	5/28/2021
IRMA MOLINA	5TH GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
MARIA DEL JESUS CARRILLO	3RD BILINGUAL	DOWLING ELEMENTARY SCHOOL	5/28/2021
MARIA SEGURA	4TH GRADE	NOEL ELEMENTARY SCHOOL	5/28/2021
KARINA LOPEZ	KINDERGARDEN	CAMERON ELEMENTARY SCHOOL	5/28/2021
ANNIE CORRALEZ	1ST GRADE	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
KRYSTAL TAVAREZ	1ST GRADE ESL	CAMERON ELEMENTARY SCHOOL	5/28/2021
MEREDITH ROMERO	ELEMENTARY SP ED-BEHAV SUPP	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
MARIA MURUA	4TH BILINGUAL	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
PATSY REY SANCHEZ	1ST GRADE	BURNET ELEMENTARY SCHOOL	5/28/2021
ISABELLA STEWART	4TH GRADE	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
AILEM VILLARREAL	2ND GRADE	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
JENNIFER HILL	SPECIALIST- ELEMENTARY INSTRUCTIONAL	BURNET ELEMENTARY SCHOOL	5/28/2021
MAYRA FRANCO	4TH GRADE	WEST ELEMENTARY SCHOOL	5/28/2021
LINDSEY SELF	KINDERGARDEN	BURLESON ELEMENTARY SCHOOL	5/28/2021
JULIANA DENADAI	1ST GRADE	ROSS ELEMENTARY SCHOOL	5/28/2021
KARLA LOPEZ	KINDERGARDEN	BURNET ELEMENTARY SCHOOL	5/28/2021
KARLA BARRAZA	ELEMENTARY SPED-LD-CM-RESOURCE	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
BECKY MARTINEZ	3RD GRADE	NOEL ELEMENTARY SCHOOL	5/28/2021
KIANNA BARRERA	PRE-K	BURNET ELEMENTARY SCHOOL	5/28/2021
LATASHA KECHAH	1ST GRADE	FLY ELEMENTARY SCHOOL	5/28/2021
YANELY MENDOZA	3RD GRADE	NOEL ELEMENTARY SCHOOL	5/28/2021
YASMIRA MADRID	5TH GRADE	TRAVIS ELEMENTARY SCHOOL	5/28/2021
SHAVEDRIA RAY	2ND GRADE	MILAM ELEMENTARY SCHOOL	5/28/2021
GUADALUPE VILLARREAL	PRE-K	ROSS ELEMENTARY SCHOOL	5/28/2021
PAOLA DE LOURDES MONTIEL URRIBARRI	2ND GRADE	DOWLING ELEMENTARY SCHOOL	5/28/2021
GULCAN GOKHAN	4TH GRADE	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
CARMEN ACOSTA	3RD GRADE	IRELAND ELEMENTARY SCHOOL	5/28/2021
REBECCA ORNELAS	3RD GRADE	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021
MAIGEN POOL	KINDERGARDEN	BLANTON ELEMENTARY SCHOOL	5/28/2021
ANGELICA DAVIS	1ST GRADE	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021
NATIVIDAD ANDRADE	4TH GRADE	GOLIAD ELEMENTARY SCHOOL	5/28/2021
TYRESHA JARRELL	3RD GRADE	NOEL ELEMENTARY SCHOOL	5/28/2021
ERICA RODRIGUEZ	1ST GRADE	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
RICHILLE SMITH	1ST GRADE	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021

KERI RAMIREZ	1ST GRADE	FLY ELEMENTARY SCHOOL	5/28/2021
GABRIELA TREVIZO-PONCE	KINDERGARDEN	PEASE ELEMENTARY SCHOOL	5/28/2021
ISABEL QUINTELA	KINDERGARDEN	GONZALES ELEMENTARY SCHOOL	5/28/2021
LINDA PERRY	2ND GRADE	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
JESSICA NOCE	ELEMENTARY SPED-SPECIALIZED CLASSROOM	BURLESON ELEMENTARY SCHOOL	5/28/2021
OLGA SALAZAR	ELEMENTARY PE	CARVER EARLY EDUC CENTER	5/28/2021
KRISANDRA SKEENS	1ST GRADE	GONZALES ELEMENTARY SCHOOL	5/28/2021
DEBORAH MARRERO	3RD GRADE	BUICE ELEMENTARY SCHOOL	5/28/2021
DANIEL SCHAPKER	PRE-K	CARVER EARLY EDUC CENTER	5/28/2021
AILEC ESCONTRIAS	KINDERGARDEN BILINGUAL	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
QUINESHA JOHNSON	KINDERGARDEN	BLANTON ELEMENTARY SCHOOL	5/28/2021
KIM MCCLUNG	3RD GRADE	JOHNSON ELEMENTARY SCHOOL	5/28/2021
CALI HINTON	2ND GRADE	GOLIAD ELEMENTARY SCHOOL	5/28/2021
BRENDA PADILLA	1ST GRADE	GOLIAD ELEMENTARY SCHOOL	5/28/2021
ESTEVAN LOPEZ	2ND GRADE	GOLIAD ELEMENTARY SCHOOL	5/28/2021
DANE MAHAN	PRE-K	GOLIAD ELEMENTARY SCHOOL	5/28/2021
GRETNA FLORES	KINDERGARDEN	FLY ELEMENTARY SCHOOL	5/28/2021
STEPHANIE PARRILLA	2ND GRADE	BURNET ELEMENTARY SCHOOL	5/28/2021
ANAI MORENO	KINDERGARDEN	FLY ELEMENTARY SCHOOL	5/28/2021
NOE VALENCIA-GARCIA JR	5TH GRADE	CAVAZOS ELEMENTARY SCHOOL	5/28/2021
COURTNEY DIGBY	1ST GRADE	JORDAN ELEMENTARY SCHOOL	5/28/2021
KRYSTAL SKEENS	ELEMENTARY ART	GALE POND ALAMO ELEMENTARY SCHOOL	5/28/2021
MICHELLE ESTRADA	4TH GRADE BILINGUAL	E K DOWNING ELEMENTARY SCHOOL	5/28/2021
MONIQUE LOPEZ	3RD GRADE	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
RUTH LEOS SALINAS	ELEMENTARY SPED - SPECIALIZED CLASSROOM	WEST ELEMENTARY SCHOOL	5/28/2021
MADISON GERIG	3RD GRADE	JOHNSON ELEMENTARY SCHOOL	5/28/2021
CARMEN LUJAN	1ST GRADE	IRELAND ELEMENTARY SCHOOL	5/28/2021
MICHELLE HERNANDEZ	PRE-K	SAM HOUSTON ELEMENTARY SCHOOL	5/28/2021
OLAJUMOKE FALOMO	KINDERGARDEN	FLY ELEMENTARY SCHOOL	5/28/2021
KARI MUNOZ	ELEMENTARY SPED-LD-CM-RESOURCE	IRELAND ELEMENTARY SCHOOL	5/28/2021
SAVANNAH COLEY	4TH GRADE	SAN JACINTO ELEMENTARY SCHOOL	5/28/2021
CHARMAINE WILLIAMS	4TH GRADE	BLACKSHEAR ELEMENTARY SCHOOL	5/28/2021
CAILIN WEBSTER	PRE-K	BLANTON ELEMENTARY SCHOOL	5/28/2021
SAVANNAH LINNEY	5TH GRADE	BURNET ELEMENTARY SCHOOL	5/28/2021
TRACIE SOTELO	3RD GRADE	SAN JACINTO ELEMENTARY SCHOOL	5/28/2021
RHONDA ELLINGTON	SPECIALIST- ELEMENTARY INSTRUCTIONAL	NOEL ELEMENTARY SCHOOL	5/28/2021
HAILEY GONZALES	2ND GRADE	JORDAN ELEMENTARY SCHOOL	5/28/2021
KARA WHITTEN	KINDERGARDEN	IRELAND ELEMENTARY SCHOOL	5/28/2021

### Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ABIGAIL ADAME-HERRERA	ENGLISH/LANGUAGE ARTS/READING	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
ELVA AGUILAR	SPANISH	ECTOR MIDDLE SCHOOL	5/28/2021
IRFAN AHMED	SCIENCE	ECTOR MIDDLE SCHOOL	5/28/2021
ALVIA ALESSI	ENGLISH/LANGUAGE ARTS/READING	NIMITZ MIDDLE SCHOOL	5/28/2021
JOSE ALONSO-CARRETERO	SECONDARY SPED INC/RES	CROCKETT MIDDLE SCHOOL	5/28/2021
CONNIE ANDREWS	ENGLISH	PERMIAN HIGH SCHOOL	5/28/2021
JUSTIN ARMSTRONG	MATH COACH	ODESSA HIGH SCHOOL	5/28/2021
DALE ARNOLD	ENGLISH/LANGUAGE ARTS/READING	ECTOR MIDDLE SCHOOL	5/28/2021
GILBERT ARREOLA	HEALTH SCIENCE TECH	ADVANCED TECHNICAL CENTER	5/28/2021
AARON ASHFORD	SOCIAL STUDIES	PERMIAN HIGH SCHOOL	5/28/2021
GLORIA AVENA	SPANISH	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
DOMINIQUE AVILA	ENGLISH/LANGUAGE ARTS/READING	CROCKETT MIDDLE SCHOOL	5/28/2021
LARISA BAIRAMOVA	ORCHESTRA DIRECTOR MIDDLE SCHOOL	CROCKETT MIDDLE SCHOOL	5/28/2021
BRETT BARHAM	SOCIAL STUDIES COACH	PERMIAN HIGH SCHOOL	5/28/2021
ROBISON BARNES	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
ELVIRA BAZA	SCIENCE	BOWIE MIDDLE SCHOOL	5/28/2021
KATHLEEN BORDNER	SCIENCE	CROCKETT MIDDLE SCHOOL	5/28/2021
PAUL BRIONES	SCIENCE	BOWIE MIDDLE SCHOOL	5/28/2021

VALERIE CASTILLO	SCIENCE	CROCKETT MIDDLE SCHOOL	5/28/2021
MARIA CASTOR	SECONDARY SPED INC/RES	ODESSA HIGH SCHOOL	5/28/2021
MOISES CASTRO	BAND DIRECTOR ASSTIANT	CROCKETT MIDDLE SCHOOL	5/28/2021
MIGUEL CEBALLOS	ART	ECTOR MIDDLE SCHOOL	5/28/2021
BRITANEE CHAVEZ	ENGLISH	PERMIAN HIGH SCHOOL	5/28/2021
ERIC CHAVEZ	ENGLISH COACH	PERMIAN HIGH SCHOOL	5/28/2021
JOSEPH CHEFFO	MATH	BOWIE MIDDLE SCHOOL	5/28/2021
PASHA CORNISH	PHYSICAL EDUCATION	ALTERNATIVE EDUC CENTER	5/28/2021
AMBER CURNUTT	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
MORTAZA DAVARI	SCIENCE	PERMIAN HIGH SCHOOL	5/28/2021
ROSLIN DAVIS	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
GREGORY DEVILLE	MATH	BOWIE MIDDLE SCHOOL	5/28/2021
ANGELA DONHAM	HEALTH SCIENCE TECH	ADVANCED TECHNICAL CENTER	5/28/2021
DILSHOD DOSTIEV	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
KELLEY DOUGLASS	ENGLISH	ALTERNATIVE EDUC CENTER	5/28/2021
CONRAD DUNCAN	MATH	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
OMAR ESQUIVEL	PHYSICAL EDUCATION COACH	ECTOR MIDDLE SCHOOL	5/28/2021
WESLEY ESTEP	ENGLISH	GEORGE HW BUSH NEW TECH ODESSA	5/28/2021
JACK FAWCETT	MATH	PERMIAN HIGH SCHOOL	5/28/2021
HOLLY FERGUSON	CULINARY ARTS	ADVANCED TECHNICAL CENTER	5/28/2021
JULIE FINCHER	SPECIAL EDUCATION ADAPT PHYSICAL EDUCATION	SPECIAL EDUCATION FEDERAL	5/28/2021
JOE FLORES	SOCIAL STUDIES COACH	CROCKETT MIDDLE SCHOOL	5/28/2021
MELISSA FREEMAN	SECONDARY SPED INC/RES	ODESSA HIGH SCHOOL	5/28/2021
AMBER HARRIS	SPECIAL EDUCATION (HOMEBOUND)	SPECIAL EDUCATION	5/28/2021
KAREN HART	DEPARTMENT HEAD SCIENCE	PERMIAN HIGH SCHOOL	5/28/2021
GEORGE HAYNES	DEPARTMENT HEAD SCIENCE	BOWIE MIDDLE SCHOOL	5/28/2021
DAVID HERNANDEZ	MATH	ECTOR MIDDLE SCHOOL	5/28/2021
MIKAYELA IAQUANIELLO	DANCE	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
SANDRA INMAN	SPANISH	ALTERNATIVE EDUC CENTER	5/28/2021
DAVID JAIME	SCIENCE	CROCKETT MIDDLE SCHOOL	5/28/2021
CLAUDIA JAIMES AMADO	SECONDARY SPED INC/RES	ECTOR MIDDLE SCHOOL	5/28/2021
DEANTHONY JOHNSON	MATH	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
NICHOLE JOHNSON	SCIENCE	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
ALYSSA KEITH	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
EDGAR LAZCANO	ENGLISH COACH	PERMIAN HIGH SCHOOL	5/28/2021
VONDA LEASURE	ENGLISH	PERMIAN HIGH SCHOOL	5/28/2021
IAN LEE	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
EBBIE LIENBE	SOCIAL STUDIES COACH	ODESSA HIGH SCHOOL	5/28/2021
GUADALUPE LOPEZ	SPANISH	BOWIE MIDDLE SCHOOL	5/28/2021
JAMES LOTER	ISS	BOWIE MIDDLE SCHOOL	5/28/2021
MANUEL LUNA	AUTO MECHANICS	ADVANCED TECHNICAL CENTER	5/28/2021
HARLAN MARTIN	HIGH SCHOOL ENGINEERING	ODESSA HIGH SCHOOL	5/28/2021
BRIA MAXEY	ART	CROCKETT MIDDLE SCHOOL	5/28/2021
NIEBES MCCALISTER	ENGLISH/LANGUAGE ARTS/READING	CROCKETT MIDDLE SCHOOL	5/28/2021
DEBORAH MCDAVID	PHYSICAL ED	ECTOR MIDDLE SCHOOL	5/28/2021
JANETTE MILLER	LATIN	ODESSA HIGH SCHOOL	5/28/2021
CHRISTINA MOLINAR	SOCIAL STUDIES	BOWIE MIDDLE SCHOOL	5/28/2021
CANDACE MORRIS	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
LUTFOR NESSA	SCIENCE	ALTERNATIVE EDUC CENTER	5/28/2021
KENNETH NORRIS	SOCIAL STUDIES COACH	BOWIE MIDDLE SCHOOL	5/28/2021
THIMOTHYCHI OKORIE	MATH	PERMIAN HIGH SCHOOL	5/28/2021
ARIANA OLIVAS	SECONDARY SPED INC/RES	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
SOUJANYA PARUPALLI	COMPUTER SCIENCE	ODESSA HIGH SCHOOL	5/28/2021
SALLY POOL	ORCHESTRA ASSISTANT HIGH SCHOOL	PERMIAN HIGH SCHOOL	5/28/2021
DENNIS PORATH	SCIENCE	ALTERNATIVE EDUC CENTER	5/28/2021
JALYN POWELL	ENGLISH	ODESSA COLLEGIATE ACADEMY ECHS	5/28/2021
KRISTA REAL	ART	ODESSA HIGH SCHOOL	5/28/2021
EDLIN ROMAN	ART	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
GERALD SCOVEL	ART	NIMITZ MIDDLE SCHOOL	5/28/2021
MELANIE SILVA	CHORAL DIRECTOR ASSTISTANT MIDDLE SCHOOL	BONHAM MIDDLE SCHOOL	5/28/2021
JAXON STRAW	ORCHESTRA DIRECTOR MIDDLE SCHOOL	BONHAM MIDDLE SCHOOL	5/28/2021

LATINA TATE	SECONDARY SPED INC/RES	ODESSA HIGH SCHOOL	5/28/2021
CHARLES TAYLOR	AUTO BODY	ADVANCED TECHNICAL CENTER	5/28/2021
KIRSTEN TAYLOR	PHYSICAL EDUCATION COACH	NIMITZ MIDDLE SCHOOL	5/28/2021
CATHLEEN TUTT	MATH	ECTOR MIDDLE SCHOOL	5/28/2021
EDITH VANDERVOORT	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
JESSE VAUGHN	PHYSICAL EDUCATION COACH	NIMITZ MIDDLE SCHOOL	5/28/2021
JOSE VILLARREAL GONZALEZ	ESL/SCIENCE	NIMITZ MIDDLE SCHOOL	5/28/2021
CASEY WERNER	PHYSICAL EDUCATION COACH	PERMIAN HIGH SCHOOL	5/28/2021
KADESHA WRIGHT	ENGLISH	ODESSA HIGH SCHOOL	5/28/2021
JACQUELINE YANEZ	SCIENCE COACH	BONHAM MIDDLE SCHOOL	5/28/2021
MEXTLI DELGADO	MATH	BOWIE MIDDLE SCHOOL	5/28/2021
MICHAEL LOERA	CHORAL DIRECTOR ASSTISTANT MIDDLE SCHOOL	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
NEIL RIPLEY	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
VANESSA ALONZO-VAREL	SOCIAL STUDIES	PERMIAN HIGH SCHOOL	5/28/2021
PAULINA BAEZA	SPECIAL EDUCATION	PERMIAN HIGH SCHOOL	5/28/2021
KELSEY BYRD	PHYSICAL EDUCATION COACH	PERMIAN HIGH SCHOOL	5/28/2021
AVEREE CURLEE	SOCIAL STUDIES	NIMITZ MIDDLE SCHOOL	5/28/2021
AMANDA FLOWLER	TEEN LEAD	BONHAM MIDDLE SCHOOL	5/28/2021
CAESAR HERNANDEZ	MATH	ODESSA HIGH SCHOOL	5/28/2021
ADRIANNE HANKS	PHYSICAL EDUCATION	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
CYNTHIA HIDALGO	MATH	ODESSA HIGH SCHOOL	5/28/2021
JERRY LANE	SCIENCE	PERMIAN HIGH SCHOOL	5/28/2021
JONATHAN LIPFORD	SOCIAL STUDIES	ADVANCED TECHNICAL CENTER	5/28/2021
TENESIA MELENDEZ	SCIENCE COACH	ODESSA HIGH SCHOOL	5/28/2021
JEFFREY NATIVIDAD	MATH	BOWIE MIDDLE SCHOOL	5/28/2021
JOE NELSON	AGRICULTURE	ADVANCED TECHNICAL CENTER	5/28/2021
CHARLES PACHIMALA	ENGLISH	PERMIAN HIGH SCHOOL	5/28/2021
DEVIN STRICKLIN	PHYSICAL EDUCATION COACH	NIMITZ MIDDLE SCHOOL	5/28/2021
SHEILA SUTTON	TOUCH SYSTEM	BONHAM MIDDLE SCHOOL	5/25/2021
CATHERINE WILLIAMS	ENGLISH	PERMIAN HIGH SCHOOL	5/28/2021
AMANDA RUDLOFF	MATH	ALTERNATIVE EDUC CENTER	5/28/2021
JASMINE MCMILLER	MATH	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
SARAI ACOSTA	SPANISH	BONHAM MIDDLE SCHOOL	5/28/2021
HILDA GALINDO	SCIENCE	BONHAM MIDDLE SCHOOL	5/28/2021
DIANA GALLEGOS	PHYSICAL EDUCATION COACH	BONHAM MIDDLE SCHOOL	5/28/2021
LEBRANDON GLOVER	MATH COACH	BONHAM MIDDLE SCHOOL	5/28/2021
MARIEL GODEAUX	AGRICULTURE	ADVANCED TECHNICAL CENTER	5/28/2021
DENNIS HARRIS	MATH	NIMITZ MIDDLE SCHOOL	5/28/2021
JONISTY KNIGHTON	PHYSICAL EDUCATION COACH	BONHAM MIDDLE SCHOOL	5/28/2021
MICHAEL SCOWN	SCIENCE COACH	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
CARLOS CAMACHO	MATH COACH	BONHAM MIDDLE SCHOOL	5/28/2021
DORA MCDONALD	SPECIAL EDUCATION	ECTOR MIDDLE SCHOOL	5/28/2021
JOSE VIALLES	MATH	BONHAM MIDDLE SCHOOL	5/28/2021
ENGRACIO SAMSON	MATH	CROCKETT MIDDLE SCHOOL	5/28/2021
ALEXA PORRAS	SOCIAL STUDIES	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
BRITTON KOESTLER	PHYSICAL EDUCATION COACH	ODESSA HIGH SCHOOL	5/28/2021
JAVIER CONTRERAS	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
RAMON DEANDA	ART	ODESSA HIGH SCHOOL	5/28/2021
DAVID FLURRY	SOCIAL STUDIES	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
CHRISTOPHER BURLESON	MATH	WILSON & YOUNG MIDDLE SCHOOL	5/25/2021
CASSANDRA MORRIS	SOCIAL STUDIES	BONHAM MIDDLE SCHOOL	5/28/2021
CHRISTIAN TOVAR	MATH	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
SOFIA SALCIDO	HEALTH	NIMITZ MIDDLE SCHOOL	5/28/2021
VIRJINIA ESPINOZA	ENGLISH/LANGUAGE ARTS/READING	NIMITZ MIDDLE SCHOOL	5/28/2021
SAMUEL AGUILERA	SOCIAL STUDIES	BONHAM MIDDLE SCHOOL	5/28/2021
CARLEY REDDELL	SCIENCE	NIMITZ MIDDLE SCHOOL	5/28/2021
VICTORIA DOMINGUEZ	BUSINESS EDUCATION	PERMIAN HIGH SCHOOL	5/28/2021
CRYSTAL PUTTY	SCIENCE	NIMITZ MIDDLE SCHOOL	5/28/2021
PACY GOMEZ	BUSINESS EDUCATION	PERMIAN HIGH SCHOOL	5/28/2021
JACKSON VINES	PHYSICAL EDUCATION COACH	NIMITZ MIDDLE SCHOOL	5/28/2021

TIFFANI BUSS	FAMILY	PERMIAN HIGH SCHOOL	5/28/2021
ALEXA DURON	CHORAL	BOWIE MIDDLE SCHOOL	5/28/2021
KILEY HALL	SPECIAL EDUCATION	BONHAM MIDDLE SCHOOL	5/28/2021
ALEJANDRA ROBLES	AVID	PERMIAN HIGH SCHOOL	5/28/2021
BRITTNEY ALLIGOOD	SPECIAL EDUCATION	PERMIAN HIGH SCHOOL	5/28/2021
KELCEY BURROW	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
PAMELA ENRIQUEZ	SPANISH	CROCKETT MIDDLE SCHOOL	5/28/2021
GABRIELLA FOSTEL	ART	CROCKETT MIDDLE SCHOOL	5/28/2021
DEBRA GARZA	SCIENCE	CROCKETT MIDDLE SCHOOL	5/28/2021
HEATHER GOMEZ	ENGLISH/LANGUAGE ARTS/READING	CROCKETT MIDDLE SCHOOL	5/28/2021
JAMES HOLDER	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
MONICA LOPEZ	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
SARAH MASTREN	SOCIAL STUDIES	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
BLAKE SIKORA	BUSINESS EDUCATION	ALTERNATIVE EDUC CENTER	5/28/2021
RAQUEL CARRASCO	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
RIEDE FAIRES	ENGLISH	ODESSA HIGH SCHOOL	5/28/2021
MARIA GARCIA	ART	NIMITZ MIDDLE SCHOOL	5/28/2021
JAMES GONZALES	MATH	ODESSA HIGH SCHOOL	5/28/2021
ASHLEY SUTTON	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
MAKAYLA COOPER	SPECIAL EDUCATION	ODESSA HIGH SCHOOL	5/28/2021
JEFFREY CORBETT	SCIENCE	BONHAM MIDDLE SCHOOL	5/28/2021
AMANDA EVANS	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
PAMELA HARTLEY	MATH	BONHAM MIDDLE SCHOOL	5/28/2021
HANNAH KOESTLER	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
ANDREA RILEY	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
MICHAEL GARZA	SOCIAL STUDIES	ECTOR MIDDLE SCHOOL	5/28/2021
LARRY HARMON	MATH	ECTOR MIDDLE SCHOOL	5/28/2021
CHAARLES ZOLLER	SPECIAL EDUCATION	BOWIE MIDDLE SCHOOL	5/28/2021
SHARON GAINES	ENGLISH/LANGUAGE ARTS/READING	NIMITZ MIDDLE SCHOOL	5/28/2021
AMBER DOMINGUEZ	MATH	BONHAM MIDDLE SCHOOL	5/28/2021
OMAR ESQUIVEL	PHYSICAL EDUCATION COACH	ECTOR MIDDLE SCHOOL	5/28/2021
DANIEL SANDOVAL	SOCIAL STUDIES	CROCKETT MIDDLE SCHOOL	5/28/2021
JOE FLORES	SOCIAL STUDIES	CROCKETT MIDDLE SCHOOL	5/28/2021
BRUCE MCKNIGHT	PHYSICAL EDUCATION COACH	ECTOR MIDDLE SCHOOL	5/28/2021
AMBER HARRIS	SPECIAL EDUCATION	HOMEBOUND	5/28/2021
STEPHEN BRANT	SCIENCE	ODESSA HIGH SCHOOL	5/28/2021
BRETT BARHAM	SOCIAL STUDIES	PERMIAN HIGH SCHOOL	5/28/2021
BIANCA HERNANDEZ	SPECIALIST	BOWIE MIDDLE SCHOOL	5/28/2021
CHRISTOPHER MORENO	SCIENCE	ODESSA HIGH SCHOOL	5/28/2021
ERIC JONAS	DIGITAL GRAPHICS	PERMIAN HIGH SCHOOL	5/28/2021
AARON STOLLE	MATH	ODESSA HIGH SCHOOL	5/28/2021
JANET THOMPSON	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
MIA HIGNOJOS	SPECIAL EDUCATION COACH	ODESSA HIGH SCHOOL	5/28/2021
ITZEL ESPARZA-REYNA	SPECIAL EDUCATION	CROCKETT MIDDLE SCHOOL	5/28/2021
MICHAEL KENNEDY	ART	ODESSA HIGH SCHOOL	5/28/2021
ERIKA TARIN	BUSINESS EDUCATION	BOWIE MIDDLE SCHOOL	5/28/2021
QUINCY BUTLER	SCIENCE COACH	ODESSA HIGH SCHOOL	5/28/2021
NICHOLE JACKSON	SCIENCE	ODESSA HIGH SCHOOL	5/28/2021
LUZ SOTO	SPECIAL EDUCATION	ODESSA HIGH SCHOOL	5/28/2021
JAVON LINLEY	MATH COACH	ODESSA HIGH SCHOOL	5/28/2021
COLIN CAMPBELL	SCIENCE	ODESSA HIGH SCHOOL	5/28/2021
CLAUDIA HERMOPSILLO	MATH	BOWIE MIDDLE SCHOOL	5/28/2021
BENJAMIN BAIRAMOVA	SOCIAL STUDIES	ODESSA HIGH SCHOOL	5/28/2021
DAVID JAIME	SCIENCE	CROCKETT MIDDLE SCHOOL	5/28/2021
GUILLERMO SERRANO	SPECIAL EDUCATION	NIMITZ MIDDLE SCHOOL	5/28/2021
EDWARD VALDEZ	BUSINESS EDUCATION	ODESSA HIGH SCHOOL	5/28/2021
BUSUYI OGUNDELE	MATH COACH	BOWIE MIDDLE SCHOOL	5/28/2021

JUAN CORREA	ENGINEERING	WILSON & YOUNG MIDDLE SCHOOL	5/28/2021
JASON MCDONALD	DEPARTMENT HEAD SCIENCE	ECTOR MIDDLE SCHOOL	5/28/2021
TROY MEINKOWSKY	AVID COACH	BONHAM MIDDLE SCHOOL	5/28/2021
MAURICIO CRAIG	SCIENCE COACH	ODESSA HIGH SCHOOL	5/28/2021
ANGELITA SERRANO	ENGLISH/LANGUAGE ARTS/READING	BOWIE MIDDLE SCHOOL	5/28/2021
MIGUEL ORTIZ MARTELL	MATH	BONHAM MIDDLE SCHOOL	5/28/2021
RYAN JACKSON	SOCIAL STUDIES COACH	ODESSA HIGH SCHOOL	5/28/2021
EULE FORD	PHYSICAL EDUCATION COACH	ODESSA HIGH SCHOOL	5/28/2021
ABBY ALVARDO	ENGLISH/LANGUAGE ARTS/READING	BONHAM MIDDLE SCHOOL	5/28/2021
KIMBERLY GIDEON	SCIENCE	BOWIE MIDDLE SCHOOL	5/28/2021
MICHELLE LITTLE	MATH	CROCKETT MIDDLE SCHOOL	5/28/2021
KRISTINA REED	CHORAL DIRECTOR ASSISTANT MIDDLE SCHOOL	CROCKETT MIDDLE SCHOOL	5/28/2021

### Administrative Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
MORGAN CADENA	SPEECH PATHOLOGIST	SPECIAL EDUCATION	5/28/2021
JENNIFER DOUGLAS	SPEECH PATHOLOGIST	SPECIAL EDUCATION	5/28/2021
RHONDA ELLINGTON	SPCLST-ELEMENTARY INSTRUCTIONL	NOEL ELEMENTARY SCHOOL	5/28/2021
FELICITA GARCIA	COUNSELOR, ELEM	MILAM ELEMENTARY SCHOOL	5/28/2021
BRITTNEY JONES	SPEECH PATH-ASST	SPECIAL EDUCATION	5/28/2021
RAYGAN OLDFIELD	SPEECH PATH-ASST	SPECIAL EDUCATION	5/28/2021
ALAN PITT	NURSE	NURSING SERVICES	5/28/2021
MARIA RANGEL	SOCIAL WORKER	STUDENT ASSISTANCE SERVICES	5/28/2021