

Agenda of AMENDED - Regular Meeting

The Board of Trustees San Elizario ISD

A AMENDED - Regular Meeting of the Board of Trustees of San Elizario ISD will be held August 11, 2021, beginning at 5:30 PM Hybrid - Videoconference, Teleconference, and in-Person, 1050 Chicken Ranch Road, San Elizario, TX 79849.

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

A live stream feed of the board meeting can be accessed at: <https://youtu.be/glco2JqVEIE>

Event address:

<https://seisd.webex.com/seisd/onstage/g.php?MTID=eda2d4c87bc9ec1cc744cf5bb64f59c85>

Members of the public may access the audio conference of the Board meeting by dialing the following number 1-408-418-9388 and entering the following access code 146 012 1977#

Event password: SanEli

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

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

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

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

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

1. GENERAL FUNCTIONS 5

Mrs. Sandra Licon, Board President

A. Call Meeting to Order

B. Roll Call

C. Pledge of Allegiance

D. San Elizario ISD Mission Statement

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

Mrs. Sandra Licon, Board President

2. **OPEN FORUM** (five minute limit)
3. **DISTRICT RECOGNITIONS**
 - A. Introduction of Ms. Sandra Rico - Assistant Principal, Sambrano Elementary School
Mr. Ernesto Siegel, Principal, Sambrano Elementary School
 - B. Classroom Fund Grantees 6
Dr. Jeannie Meza-Chavez, Superintendent
 - C. San Elizario High School Volleyball Team receive 2021 USMC / AVCA Team 9
Academic Award
Ms. Christine Jaksch, Athletic Director
4. **EXECUTIVE SESSION**
The Board will enter into a closed meeting to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:
 - A. Discussion on Employee / Board / Superintendent Communication
 - B. Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates.
Mrs. Priscilla de Mata, Legal Counsel
 - C. Discussion regarding Superintendent's employment contract and evaluation instrument for Superintendent's evaluation
Dr. Jeannie Meza-Chavez, Superintendent
5. **THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION**
 - A. Discuss and Take Appropriate Action Related to Entering into an Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates.
Priscilla de Mata, Legal Counsel
 - B. Discussion and possible action to approve evaluation instrument for Superintendent's annual evaluation.
Dr. Jeannie Meza-Chavez, Superintendent
6. **NEW BUSINESS / BOARD ACTION ITEMS**
 - A. Consider and take action on TASB Delegate and Alternate Designation 10
Board of Trustees
 - B. Discuss and consider adoption of an Order authorizing the issuance of Unlimited Tax Refunding Bonds, Series 2021, establishing sale parameters, authorizing the execution of a Bond Purchase Contract and an Escrow Agreement; approving an Official Statement; and enacting other provisions relation to the subject. 11
Mr. Norberto Rivas, Chief Financial Officer
 - C. Discussion and Presentation on the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding 47
Mr. Norberto Rivas, Chief Financial Officer
 - D. Public Hearing and Input on the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding 61
Mr. Norberto Rivas, Chief Financial Officer
7. **PRESENTATION / REPORTS / INFORMATION**

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B.	Texas Education Agency (TEA) approved the 2021 - 2022 provisional designation application for San Elizario High School as a provisional Early College High School (ECHS) (Information) Dr. Jeannie Meza-Chavez, Superintendent	63
C.	Guidance on the End of the Open Meetings Act Suspension Order (Information) Dr. Jeannie Meza-Chavez, Superintendent and Mrs. Priscilla de Mata, Legal Counsel	64
D.	Special Education Noncompliance identified through Targeted Review (Information) Dr. Jeannie Meza-Chavez, Superintendent, Dr. Rogelio Segovia, Associate Superintendent and Ms. Amanda Sanchez, Special Education Director	74
E.	Curbside Meal Service Update (Information) Mr. Raul Jacques, Child Nutrition Services Director	88
8.	CONSENT AGENDA - Consider and possible Board action on	
A.	Financial Reports Mr. Norberto Rivas, Chief Financial Officer	
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3.	Investment Report	97
B.	Resolution stating review of investment policy, investment strategies and designation of investment officer Mr. Norberto Rivas, Chief Financial Officer	109
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D.	Resolution approving independent sources for investment training Mr. Norberto Rivas, Chief Financial Officer	117
E.	Resolution authorizing the purchase of certificates of deposit Mr. Norberto Rivas, Chief Financial Officer	119
F.	Discussion and possible action to approve purchase of hot spots and related services for student use for a term of 10 months at a cost to the district of \$67,200.00, fully reimbursable to the district through the E-Rate program for Emergency Connectivity Fund, ECF Form No. Form# ECF202107353. Mr. Horacio Hernandez, Technology Director	121
G.	Memorandum of Understanding between El Paso Community Action Program Project BRAVO, Inc. and San Elizario ISD Dr. Rogelio Segovia, Associate Superintendent	144
H.	CFES Brilliant Pathways, Region 19 and San Elizario ISD MOU Agreement Dr. Rogelio Segovia, Associate Superintendent, and Ms. Sandra Sanchez, CTE Administrator	150
I.	Consider and possible Board Action on renewal of lease agreement between San Elizario ISD and Organizacion Progresiva of San Elizario Mr. Jesus Martinez, Support Services Director	157
J.	Interlocal Agreement Addressing Barriers to Broadband Adoption Mr. Horacio Hernandez, Technology Director	162
K.	POLICY UPDATE #117 (Second Reading) CH (LOCAL) - PURCHASING AND ACQUISITION	181

CV (LOCAL) - FACILITIES CONSTRUCTION
DEC (LOCAL) - COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

L. Consider approval of minutes for the following:

Board of Trustees

1. July 14, 2021 - Regular Board Meeting 207

M. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to Administrative discretion and by any reasonable means.

1. Technology Department 214

Mr. Horacio Hernandez, Technology Director

9. **NEXT MEETING DATE:**

Regular Board Meeting: September 8, 2021, at 5:30 p.m.

Special Board Meeting: September 15, 2021, at 5:30 p.m.

10. **ADJOURNMENT**

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

Texas Government Code Section:

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

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

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

script to start meeting

On March 16th Gov. Greg Abbott granted a request by Attorney General Ken Paxton to temporarily suspend a limited number of open meetings laws to the extent necessary to allow telephonic or videoconference meetings in response to the Coronavirus (COVID-19).

In accordance with those suspended rules, we certify the following: Notice of this meeting has been posted online for at least 72 hours.

1. Although members of the board are not gathered in a central, physical location, we do have a quorum in attendance at this meeting by a telephone call and internet access.
2. We are meeting by use of both telephone conference call, online access and through use of an email link for questions.
3. If a member of the public submitted written comments in advance, the Board President or a member of the Administration will read the comments into record before or during the board's consideration of that item. If you would like to provide comment at a future meeting conducted by videoconference or telephone call, please follow instructions on the meeting notice.
4. All other meeting procedures will adhere to board-adopted procedures to the extent practicable.
5. An audio recording of this meeting is being made and will be available to the public at a later date.
6. We apologize in advance for any unforeseeable difficulties and ask for your patience as we navigate unprecedented conditions.
7. If you have questions about these suspended laws, please call the Office of the Attorney General at 888.672.6787 or by email at TOMA@oag.texas.gov

San Elizario ISD teachers receive \$9,000 in grants

By Jeannie Meza-Chavez
Special to the Courier

SAN ELIZARIO – Nine teachers San Elizario ISD (SEISD) have received a combined \$9,000 worth of supplies. Each of the teachers visited theclassroomfund.org to apply for the grants from Classroom Fund. “It warms my heart to see how many of our educators were awarded the Classroom Fund. Exciting times are ahead as we see the resources used to educate our students. It truly does take a village and we are grateful for the generosity of the El Paso Community Foundation,” said Borrego Elementary School Principal Teresa Wilks.

Each teacher was awarded \$1,000 worth of supplies to utilize with students. They are:

- Music teacher Kevin Elizalde, Alfonso Borrego, Sr. Elementary School (ABSES);
- Special Education teacher Lorena Mendoza, ABSES;
- Special Education teacher Krystal Mijares, ABSES;
- At-risk teacher Ruth Ramirez, ABSES;
- Counselor Nora Garcia, Lorenzo Alarcón Elementary School (LAES);
- Special Education teacher Johanna Gonzalez-Frias, LAES;
- Librarian Blanca Guerrero, LAES;
- Counselor Theresa Garay, Garcia-Enriquez Middle School (GEMS); and
- Art teacher Myriam Sanchez, GEMS.

“We are proud of our faculty and staff for advocating for the needs of our students and taking the time to go above and beyond to seek out resources. Our campus will benefit from their dedication and commitment to the success of our students,” said Ann Garcia-Enriquez Middle School Principal Richard Salcido.

[Return to Headlines](#)

Nine San Elizario ISD Educators Receive the Classroom Fund Grant



Top row left to right: Kevin Elizalde, Lorena Mendoza Krystal Mijares, Ruth Ramirez, and Nora Garcia.

Bottom row left to right: Johanna Gonzalez-Frias, Blanca Guerrero, Myriam Sanchez, and Theresa Garay.

SAN ELIZARIO, TEXAS – The Classroom Fund was established in 2011 to help teachers with classroom supplies. School teachers from across the El Paso and Las Cruces areas can apply for the grant. With the generous support of The El Paso Community Foundation, the Classroom Fund grants educators the necessary supplies to help support students. In all, the San Elizario ISD had nine teachers receive a combined \$9,000 worth of supplies. Teresa Wilks, the Principal of Borrego Elementary School states, "It warms my heart to see how many of our educators were awarded the Classroom Fund. Exciting times are ahead as we see the resources used to educate our students. It truly does take a village and we are grateful for the generosity of the El Paso Community Foundation."

According to the 2021 Classroom Fund Grantee list, the following nine San Elizario ISD educators were awarded \$1,000 each worth of supplies to utilize with students. Individuals from Alfonso Borrego, Sr. Elementary School who received the grant are music teacher Kevin Elizalde, special education teacher Lorena Mendoza, special education teacher Krystal Mijares and at-risk teacher Ruth Ramirez. Recipients from Lorenzo Alarcón Elementary School who were awarded the grant are Counselor Nora Garcia, special education teacher Johanna Gonzalez-Frias, and librarian Blanca Guerrero. The grantees of the Classroom Fund from the Ann Garcia-Enriquez Middle School are Counselor Theresa Garay and middle school art teacher Myriam Sanchez.

Ms. Leticia De Santos states, "It is with such great excitement and gratitude that members of our faculty and staff were selected as recipients for the grant, which will go towards supporting our Alarcon Eagles." Since its inception, the Classroom Fund continues to support the educational

needs of students. Teachers, counselors, school nurses, and coaches all have an opportunity to apply for a \$1,000 grant. All that grant applicants need to do is apply online and include the supply list they are requesting. According to the Classroom Fund website <http://theclassroomfund.org/>, all applications undergo a review by the Classroom Fund committee. If selected, grantees must provide a digital photo, video, or a thank you letter to the Foundation. The Foundation takes care of ordering the materials requested, and arrangements are made for the grantees to pick up the items.

Mr. Richard Salcido, the Principal of the Ann Garcia-Enriquez Middle School, states, "We are proud of our faculty and staff for advocating for the needs of our students and taking the time to go above and beyond to seek out resources. Our campus will benefit from their dedication and commitment to the success of our students."



AMERICAN VOLLEYBALL COACHES ASSOCIATION
2365 Harrodsburg Road, Suite A325 • Lexington, KY 40504
866.544.2822 • 859.226.4315 • www.avca.org

July 31, 2021

Christine Jaksch
San Elizario High School
13981 Socorro Rd
San Elizario, TX 79849

Dear Christine,

I am pleased to inform you that the San Elizario High School girl's volleyball team, led by Coach David Desrosiers, is a recipient of the **2021 USMC/AVCA Team Academic Award**. Congratulations!

In this uncertain time leadership matters. While some programs lost their ability to compete this season, volleyball coaches continued to demonstrate their important role supporting players' academic achievements. David was a critical anchor for players adjusting to a changing school experience. David did not win this award, your team did, but the encouragement to stay focused on academics means this accomplishment was not happenstance.

Be proud of your volleyball team for their accomplishment. We hope that you will acknowledge and celebrate your volleyball programs' USMC/AVCA Team Academic Award.

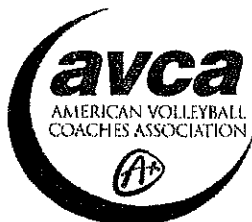
An email was sent to your coach with instructions to download the official award certificate, along with an order form to purchase a plaque from the AVCA's awards provider, Jostens, to commemorate this achievement. We have included a copy for you as well.

Again, congratulations on behalf of the American Volleyball Coaches Association and the United State Marine Corps.

Sincerely,

Kathleen J. DeBoer
AVCA Executive Director
kathy.deboer@avca.org

Alice Rogers
AVCA Membership & Awards Specialist
alice.rogers@avca.org



MARINES
THE FEW. THE PROUD.



Texas Association of School Boards

Make sure your board has a voice at the 2021 TASB Delegate Assembly!

The **Assembly** is scheduled for September 25 during the TASA | TASB Convention in Dallas.

This year, delegates will vote on:

- Updates to the TASB Advocacy Agenda
- TASB's leadership for 2021–22
- Changes to the Statement of Beliefs and TASB Bylaws

Register now

Register your delegate and alternate by **August 26** to ensure they receive Assembly materials in advance. Complete registration in [myTASB](#) or use the [PDF form](#) and submit it to Michael Pennant by e-mail at membercommunications@tasb.org.

Questions?

If you have questions, contact Susan Tabbee at 800.580.8272 or by e-mail at membercommunications@tasb.org.

We look forward to seeing you in Dallas!

Your friends at TASB

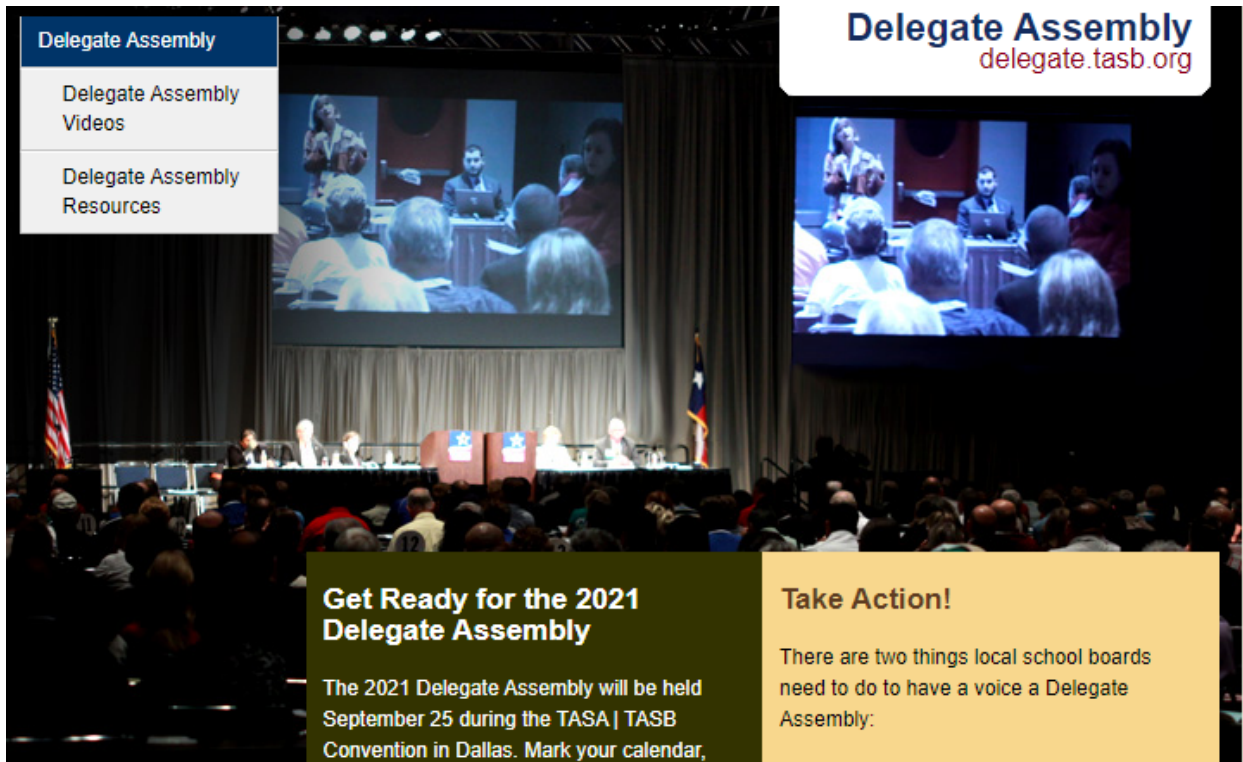
Delegate Assembly

Delegate Assembly Videos

Delegate Assembly Resources

Delegate Assembly

delegate.tasb.org



Get Ready for the 2021 Delegate Assembly

The 2021 Delegate Assembly will be held September 25 during the TASA | TASB Convention in Dallas. Mark your calendar, and make sure your board has a voice!

Your board may appoint one delegate and one alternate to serve as your representatives during the Assembly.

Take Action!

There are two things local school boards need to do to have a voice at a Delegate Assembly:

1. Register your board's delegate and alternate. Superintendents and administrative assistants can access the [online delegate registration in myTASB](#). Or complete the [delegate registration form](#) (pdf) and submit to TASB.
2. [Follow the TASB Board of Directors nominations](#). Nineteen positions are open this year. The endorsement period is July 3–August 29.

Highlights from 2020

Check out the videos and *Handbook* from the 2020 Delegate Assembly:

- [Keynote speaker: Dan Hubert](#)
- [2020 Report on the Association](#)
- [Delegate Assembly Handbook](#)

The Role of a Delegate

Delegates play an important role in TASB's governance—helping develop the vision for the Association. [Learn more about serving as a delegate.](#)



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

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Discuss and consider adoption of an Order authorizing the Issuance of Unlimited Tax Refunding Bonds, Series 2021, establishing sale parameters, authorizing the execution of a Bond Purchase Contract and an Escrow Agreement; approving an Official Statement; and enacting other provisions relating to the subject
Date: August 11, 2021

HISTORY: The district's proposition for the issuance of \$28,000,000 of bonds for the construction, renovation, acquisition and equipment of school buildings in the district and the levying of the tax in payment thereof was approved by district voters on November 4, 2014. The approval authorizing the issuance of those bonds, Series 2015, was subsequently approved by the Board of Trustees on July 8, 2015. The District's Financial Advisor at the time was Tom Lawrence of Lawrence Financial Consulting LLC and the Bond Counsel was Rudy Segura of McCall, Parkhurst & Horton L.L.P.

RATIONALE: The purpose of this agenda item is to seek approval to refund all or part of the existing bonds in order to achieve a net present value in debt service savings. The current Financial Advisor, Robert Tijerina of Tijerina Galvan Lawrence LLC has prepared this potential refunding opportunity and the current Bond Counsel, Rudy Segura of McCall, Parkhurst & Horton L.L.P. has prepared the bond order. A draft copy of the order is included as Attachment A and a draft copy of the refunding figures is included as Attachment B.

BUDGET IMPACT: The cost of issuance is built into the refunding and there will be no out of pocket costs for the district. There would also be a savings in future debt service payments for both the District's local share and the State's share since the bonds were approved via the Existing Debt Allotment program which is under the facilities funding component of the Foundation School Program.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve this item.

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

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

ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX REFUNDING BONDS, SERIES 2021, ESTABLISHING SALE PARAMETERS, AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT AND AN ESCROW AGREEMENT; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF EL PASO §
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT §

WHEREAS, San Elizario Independent School District (the "Issuer") has previously issued, and there are presently outstanding, bonds of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, without legal limit as to rate or amount; and

WHEREAS, the Issuer now desires to refund all or part of the bonds described in Schedule I attached hereto, collectively, the "Available Refunded Obligations", and those Available Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a any paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board of Trustees of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a net present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the Issuer are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes, and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated: "SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND, [TAXABLE] SERIES 2021," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following term shall have the meaning specified below:

"Accreted Value" shall mean, with respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 3(c) hereof.

"Bonds" means and includes collectively any Capital Appreciation Bonds and Current Interest Bonds initially issued and delivered pursuant to this Order and all substitute Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Capital Appreciation Bonds" shall mean any Bonds, on which no interest is paid prior to maturity, maturing in the years and in the maturity amounts set forth in the Pricing Certificate.

"Maturity Amount" shall mean, with respect to a Capital Appreciation Bond, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the maturity date thereof.

"Current Interest Bonds" shall mean any Bonds, on which interest is paid semiannually, maturing in each of the years and in the principal amounts set forth in the Pricing Certificate.

"Issuance Date" shall mean the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1207.007, Texas Government Code, as amended, the Superintendent and/or the Chief Financial Officer of the Issuer (the "Pricing Officer") is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Available Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bonds shall be issued on a taxable or tax-exempt basis, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$23,125,000;
- (ii) the refunding must produce a present value debt service savings of at least 7.00%, net of any contribution from the Issuer;
- (iii) the maximum interest rate (True Interest Cost) shall not exceed 3.50%; and
- (iv) the final maturity shall not be longer than May 1, 2045.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the 180th day from the date of adoption of this Order. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate.

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Accreted Values thereof (per \$5,000 payment at maturity), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent or deposit agent named therein (the "Escrow Agent"), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement").

In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement (the "Escrow Fund").

Section 4. CHARACTERISTICS OF THE BONDS. Registration, Transfer, Conversion, and Exchange; Authentication. (a) The Issuer shall keep or cause to be kept at the designated corporate trust office of the bank named in the Pricing Certificate (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion, and exchange of the Bonds (the "Registration Books"), and the Issuer hereby directs the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no

such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed, and authenticated, (vii) shall have principal and interest payable, and (viii) shall be administered by the Paying Agent/Registrar, and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying

Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a

new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(h) Notice of Redemption. (i) In addition to the notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of the Bonds by first-class mail, postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption given by the Paying Agent/Registrar, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publications and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed, including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Registered Owners shall include a CUSIP number relating to each amount paid to such Registered Owner.

(i) Initial Bonds. the closing date, one Initial Bond representing the entire principal amount of all the Current Interest Bonds of a particular series of bonds authorized by this Order and one Initial Bond representing the entire Maturity Amount of all the Capital Appreciation Bonds of a particular series of bonds authorized by this Order (collectively, the "Initial Bonds"), payable in stated installments to the order of the initial purchaser of the respective series of Bonds or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered and manually signed by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on the initial Bond, cancel the initial Bond and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Initial Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bonds:

UNITED STATES OF AMERICA
 STATE OF TEXAS
 COUNTY OF EL PASO
 SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
 UNLIMITED TAX REFUNDING BOND
 [TAXABLE] SERIES 2021

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R-		PRINCIPAL AMOUNT \$ _____
<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>
		<u>CUSIP NO.</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT, in El Paso County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Date of Bonds set forth above, on _____ and semiannually thereafter on each _____ and _____ to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The

Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR- MATURITY
AMOUNT
\$ _____

INTEREST RATE ISSUANCE DATE MATURITY DATE CUSIP NO.

REGISTERED OWNER:

PAYMENT AT MATURITY:

ON THE MATURITY DATE specified above, SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT, in El Paso County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____ and _____ of each year commencing _____. For convenience of reference, a table appears on the back of this Bond showing the "Accreted Value" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of _____, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the registered owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated as of _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING UNLIMITED TAX BONDS, and comprised of (i) Bonds in the aggregate original principal amount of \$_____ that pay interest only at maturity (the "Capital Appreciation Bonds") and (ii) Bonds in the aggregate original principal amount of \$_____ that pay interest semiannually until maturity (the "Current Interest Bonds").

ON _____, or on any date thereafter, the Current Interest Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Current Interest Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CURRENT INTEREST BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Current Interest Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

	Term Current Interest Bond Maturity: _____	
YEAR		PRINCIPAL AMOUNT(\$)
(maturity)		

	Term Current Interest Bond Maturity: _____	
YEAR		PRINCIPAL AMOUNT(\$)
(maturity)		

The principal amount of Term Current Interest Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Current Interest Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Current Interest Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Current Interest Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Current Interest Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed a substitute Current Interest Bond or Current Interest Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within 5 days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts or any integral multiple thereof. As provided in the Bond Order, this Bond may, at

the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms

and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
Secretary, Board of Trustees

(signature)
President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

-

-

Please insert Social Security or Taxpayer Identification Number of Transferee

—

(Please print or typewrite name and address, including zip code of Transferee)

—

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXX
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Current Interest Bond:

The initial Current Interest Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

"SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in El Paso County, Texas (the "Issuer"), hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the dates, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u> Maturity Dates </u>	<u> Principal Installments </u>	<u> Interest Rates </u>
-------------------------------------------	---------------------------------------------------	-------------------------------------------

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Bonds at the respective Interest Rate per annum specified above. Interest is payable on _____, and on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(iii) The initial Current Interest Bond shall be numbered "TR-1."

(c) Insertions for the Initial Capital Appreciation Bond:

The initial Capital Appreciation Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

"SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in El Paso County, Texas (the "Issuer"), hereby promises to pay to the Registered Owner set

forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount on the dates and in the amounts set forth in the following schedule:

<u>Maturity Date</u>	<u>Maturity Amount</u>	<u>Interest Rate</u>
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(Information for the Capital Appreciation Bonds from the Pricing Certificate to be inserted)

The amount shown above as the Maturity Amount represents the principal amount hereof and accrued and compounded interest hereon. Interest shall accrete on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____ and _____ of each year, commencing _____. For convenience of reference, a table appears with this Bond showing the "Accreted Value" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

(iii) The initial Capital Appreciation Bond shall be numbered "TCAB-1."

Section 6. TAX LEVY. (a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in (a)(i) or (ii) of this Section 7 shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in (a)(i) or (ii) of this Section 7. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds, not otherwise restricted by the Pricing Officer in the Pricing Certificate.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 8. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 9. **CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The President and/or Vice President of the Board of Trustees of the Issuer and the Pricing Officer are hereby authorized to have control of the Bonds initially issued and delivered

hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

Section 10. FEDERAL TAX COVENANTS. If the Bonds are designated as "tax-exempt obligations" by the Pricing Officer in the Pricing Certificate, the following provisions shall apply to the Bonds:

(a) General Tax Covenants Regarding Tax Exemption of Interest on the Bonds. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(1) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or, until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(ix) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or, until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued; and

(x) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (x), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Pricing Officer to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(b) Interest Earnings on Bond Proceeds. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued, as set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 10(a) hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Disposition of Project. The Issuer covenants that the property constituting the project financed with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Sections 1 and 3 and pursuant to the terms and provisions of a bond purchase agreement (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriters in the marketing of the Bonds.

Section 12. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Underwriters, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption dates.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the order of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Order"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Order, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement.

Section 13. FURTHER PROCEDURES. (a) The President or Vice President and Secretary of the Board of Trustees of the Issuer, the Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other

instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Blanket Issuer Letter of Representations of the Issuer to DTC, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, said Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial purchasers to accept delivery of the Bonds is subject to the initial purchasers being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchasers. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the President of the Board of Trustees or the Pricing Officer and the President or Pricing Officer are hereby authorized to execute such engagement letter.

Section 14. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within 6 months after the end of each fiscal year, the quantitative financial information and operating data with respect to the Issuer of the general type included in the Official Statement as set forth in the Pricing Certificate. The Issuer shall additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2021. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited financial statements as described in the Pricing Certificate by the required time and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements provided shall be prepared in accordance with the accounting principles described in the Issuer's annual audited financial statements, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(c) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. As used in clause (b)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or

federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of subsections (15) and (16) in this section (b), the term “Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 15. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal

laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners (for purposes of this sentence only, 100% of the aggregate principal amount of Bonds which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount and Maturity Amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount and Maturity Amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 19. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. The Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 20. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

SCHEDULE I

SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

Unlimited Tax School Building Bonds, Series 2015

<u>YEAR</u>	<u>AMOUNT OUTSTANDING(\$)</u>
2026	740,000
2027	780,000
2028	820,000
2029	860,000
2030	900,000
2031	945,000
2032	995,000
2033	1,045,000
2034	1,095,000
2035	1,135,000
2036	1,170,000
2037 ⁽¹⁾	1,215,000
2038 ⁽¹⁾	1,255,000
2039 ⁽²⁾	1,300,000
2040 ⁽²⁾	1,345,000
2041 ⁽³⁾	1,395,000
2042 ⁽³⁾	1,450,000
2043 ⁽³⁾	1,505,000
2044 ⁽³⁾	1,560,000
2045 ⁽³⁾	1,615,000
Total	23,125,000

⁽¹⁾ represents a mandatory sinking fund payment for the term bond maturing in 2038

⁽²⁾ represents a mandatory sinking fund payment for the term bond maturing in 2040.

⁽³⁾ represents a mandatory sinking fund payment for the term bond maturing in 2045.



TIJERINA
GALVAN
LAWRENCE LLC
Financial Consulting



Presentation to San Elizario Independent School District
Refunding Plan of Finance
August 11, 2021



Taxable Refunding Analysis

Summary of Preliminary Analysis



Based on current market rates and conditions, our analysis shows that the District could realize considerable annual debt service savings, an average of \$45,195 per year, by refunding the callable bonds shown below. This analysis assumes current market rates exist in September 2021.

General Obligation Refunding Candidates

Series	Principal Amount to be Refunded	Maturities Refunded	Interest Rates	Call Date
U/L Tax School Building Bonds, Series 2015	\$ 5,565,000	2028-2033	5.000%	5/1/2025
	<u>\$ 5,565,000</u>			

Projected Annual Savings

FYE 6/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings
2022	\$ 278,250	\$ 241,860	\$ 36,390	\$ 36,994
2023	278,250	234,820	43,430	42,717
2024	278,250	232,020	46,230	44,687
2025	278,250	234,220	44,030	41,877
2026	278,250	231,220	47,030	43,957
2027	278,250	233,220	45,030	41,411
2028	1,098,250	1,050,020	48,230	44,116
2029	1,097,250	1,050,020	47,230	41,819
2030	1,094,250	1,049,020	45,230	39,361
2031	1,094,250	1,046,620	47,630	40,709
2032	1,097,000	1,052,820	44,180	37,113
2033	1,097,250	1,049,560	47,690	39,259
	<u>\$ 8,247,750</u>	<u>\$ 7,705,415</u>	<u>\$ 542,335</u>	<u>\$ 494,019</u>

Key Assumptions

Delivery Date:	10/14/2021
Analysis Date:	7/19/2021
Rates:	Current Market Taxable PSF
TIC (Estimated):	1.776%

Projected Savings Summary

Par of Refunding Bonds:	\$5,565,000
Par of Refunded Bonds:	\$5,565,000
Average Refunded Coupon:	5.000%
NPV Savings:	\$494,019
% Savings of Refunded Bonds:	8.877%
Average Annual Savings:	\$45,195
Negative Arbitrage:	\$262,479



Timetable

Unlimited Tax School Building Bonds, Taxable Series 2021



Wednesday, August 11, 2021 Board meeting to consider approving the Parameter Order approving the Bonds.

Thursday, August 12, 2021 Submit PSF application.

Thursday, August 12, 2021 Send first draft of the Preliminary Official Statement ("POS") to Issuer and Bond Counsel.

Wednesday, August 18, 2021 Receive comments on first draft of the POS from Issuer and Bond Counsel.

Thursday, August 19, 2021 Distribute second draft of the POS to the Working Group and Rating Agency.

Thursday, August 26, 2021 Receive the PSF letter.

Thursday, August 26, 2021 Receive comments on the second draft of the POS from the Working Group.

Friday, August 27, 2021 Distribute third draft of the POS to the Working Group.

Monday, August 30, 2021 Rating Agency Conference Call and Underwriter's Counsel Due Diligence Call.

Tuesday, August 31, 2021 Receive comments on the third draft of the POS from the Working Group.

Tuesday, September 7, 2021 Receive the Bond Rating for the Bonds.

Tuesday, September 7, 2021 Post Preliminary Official Statement for the Bonds.

Tuesday, September 14, 2021 Price the Bonds and sign the BPA.

Friday, September 17, 2021 Print and distribute Final Official Statement.

Thursday, October 14, 2021 Close the Bonds.

Federal Holidays

Important Working Group Dates

*Preliminary, subject to change.





Working Group Participants

Unlimited Tax School Building Bonds, Taxable Series 2021



Issuer

San Elizario ISD

Financial Advisor

TGL Financial Consulting

Bond Counsel

McCall, Parkhurst & Horton L.L.P.

Paying Agent/Escrow Agent

BOKF, NA

Underwriters

FHN Financial Capital Markets

Underwriters' Counsel

J Cruz & Associates, Winstead PC



Legal Disclaimer



Although the information contained herein has been obtained from sources which we believe to be reliable, we do not guarantee its accuracy, and it may be incomplete or condensed. This is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security. All assumptions are subject to change, and any change in one or more assumptions may have a material effect on projected results.

TGL is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). The website of the MSRB is www.msrb.org where you may obtain the MSRB's municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

TGL is not aware of any conflicts of interest that it or any of its associated persons may have with any existing or potential municipal entity clients, except for its industry-standard contingent fees, the timing and amount of which are subject to the closing and size of a financing.



San Elizario ISD
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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Discussion and Presentation on the Elementary and Secondary School Emergency Relief Fund (ESSER II) funding
Date: August 11, 2021

HISTORY: In providing guidance on ESSER funding, TASB urged school districts to have or adopt a local policy that provides a consistent way for districts to provide information and obtain public input on federal grant plans and applications and a resolution of the Board was adopted at the June 23, 2021, regular meeting for that purpose.

RATIONALE: The purpose of this agenda item is to have an information item for the ESSER II application and to provide the opportunity for public input.

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

ADMINISTRATIVE RECOMMENDATION: This item is for information only.

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

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

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

AUGUST 11, 2021



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

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

Allowable Activities and Use of Funds

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- 1) LEA discretion for any activity authorized under:
 - a. Elementary and Secondary Education Act (ESEA)
 - b. Individuals with Disabilities Education Act (IDEA)
 - c. Adult Education and Family Literacy Act (AEFLA)
 - d. Carl D. Perkins Career and Technical Education Act of 2006
 - e. McKinney-Vento Homeless Assistance Act (McKinney-Vento)
- 5)
2) Coordination of preparedness and response efforts of LEAs with State and local public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus;
- 3) Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population;
- 4) Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
- 5) Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
- 6) Providing principals and other school leaders with the resources necessary to address the needs of their individual schools

Allowable Activities and Use of Funds

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- 7) Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
- 8) Planning for, coordinating and implementing activities during long-term closures
 - a. Including providing meals to eligible students
 - b. ...Including providing technology for online learning to all students
 - c. ...How to provide guidance for carrying out requirements under IDEA
 - d. ...How to ensure other educational services can continue to be provided consistent with all Federal, State, and local requirements
- 9) Purchasing educational technology (hardware, software, and connectivity) for students ... that aids in regular/substantive educational interaction between students and instructors, including low-income students and students with disabilities (SWD), which may include assistive technology or adaptive equipment;
- 10) Providing mental health services and supports, including through implementation of evidence based full-service community schools;
- 11) Planning and implementing activities related to:
 - a. Summer learning -- providing classroom instruction or online learning during summer months and addressing the needs of low-income students, SWD, English learners, migrant students, students experiencing homelessness, and children in foster care;
 - b. ...Supplemental afterschool programs -- providing classroom instruction or online learning ... addressing the needs of low-income students, SWD, English learners, migrant students, students experiencing homelessness, and children in foster care

Allowable Activities and Use of Funds

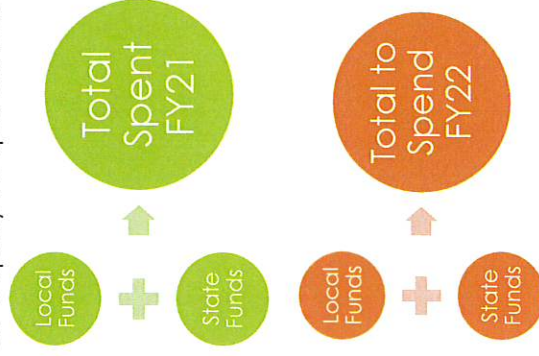
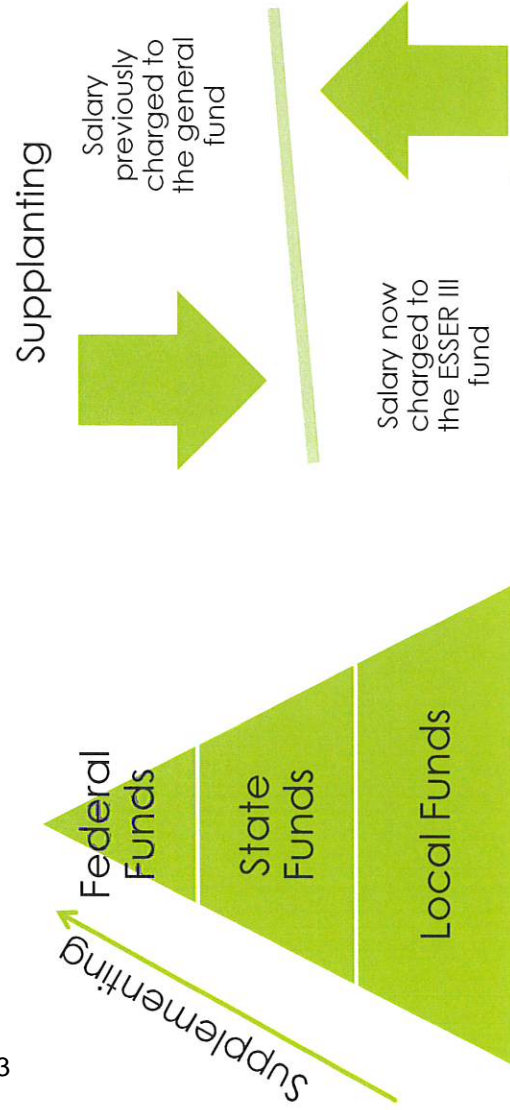
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- 12) Addressing learning loss among LEA students, including low-income students, SWD, English learners, racial & ethnic minorities, students experiencing homelessness, and children in foster care:
 - a. ...Administering and using high-quality assessments
 - b. ...Implementing evidence-based activities to meet the comprehensive needs of students
 - c. ...Providing information and assistance to parents and families on effectively supporting students
 - d. ...Tracking student attendance and improving student engagement in distance education
- 13) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs;
- 14) Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including:
 - a. ...Mechanical and non-mechanical heating, ventilation, and air conditioning systems
 - b. ...Filtering purification and other air cleaning, fans, control systems
 - c. Window and door repair and replacement
- 15) Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from CDC for the reopening and operation of school facilities;
- 16) Other activities that are necessary to:
 - a. Maintain the operation of and continuity of services in the LEA
 - b. ...Continuing to employ existing staff of the LEA
- 17) Any other allowable activity under ESSER I or ESSER III, per USDE uses of funds guidance

Fiscal Considerations

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- Supplement, not supplant provision is not in ESSER III, so supplanting is allowed; however, the use of funds must still meet the intent of the program statute.
- If supplanting, must still meet maintenance of effort spending requirements for ESSA and IDEA federal grants, plus ESSER maintenance of equity requirement.



Select FAQs from TEA Website

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

ESSER III & ESSER II Funding Summary

#	Areas Identified	ESSER III Amount	% of Total	ESSER II Amount	% of Total
1	Loss of learning	\$ 5,142,109	33%	\$ 351,750	5%
2	Technology integration	\$ 2,306,920	15%	\$ 647,250	9%
3 ⁵⁵	Professional development	\$ 481,525	3%	\$ 0	0%
4	Family/Community Engagement	\$ 610,731	4%	\$ 0	0%
5	Safe to return in person and continuity of services	\$ 1,365,000	9%	\$ 195,000	3%
6	Mental health and behavioral supports	\$ 809,851	5%	\$ 0	0%
7	Grant administration	\$ 3,769,711	24%	\$ 1,174,691	17%
8	Student Enrichment & Afterschool Programs	\$ 0	0%	\$ 284,630	4%
9	Resources to address needs of individual schools	\$ 175,875	1%	\$ 399,260	6%
10	Retention of employees	\$ 974,125	6%	\$ 3,909,500	56%
	Total	\$ 15,635,846	100%	\$ 6,962,081	100%

Funding for Areas Identified

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- ▲ Loss of learning
- ▲ Increase in campus funding to target identified needs by allocating an extra \$351K over two years in compensatory education program funds to schools.
- ▲ Technology integration
 - ▲ New portable computing devices plus peripherals and accessories for all students in incoming cohorts at all campuses in preparation for any additional unforeseen school closures that will also help address the digital divide by allocating \$647K.
- ▲ Safe to return in person and continuity of services
 - ▲ Allocation of \$195K for safe to return in person supplies to include HVAC filter replacements, cleaning and disinfecting supplies, replenishment of PPE supplies, funds to replace student desk shields and funds for additional thermometers and nursing supplies that may be needed.

Funding for Areas Identified

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- ▶ Grant administration
 - ▶ \$200K is being earmarked to supplant costs and free up resources in the general fund in order to address identified needs that may not be allowable under ESSER II or that may be more cost effectively procured through local funds.
 - ▶ The grant allows charging an unrestricted indirect cost which is recorded as revenue in the general fund and \$975K is being allocated for that purpose throughout the two year grant.
- ▶ Student enrichment & afterschool programs
 - ▶ Increase in campus funding to target identified needs by allocating an extra \$284K over two years in basic allotment program funds to schools.
- ▶ Resources to address needs of individual schools
 - ▶ Increase in campus funding to target identified needs by allocating an extra \$399K over two years in basic allotment program funds to schools.

Funding for Areas Identified

- Retention of employees

Vacancy Snapshot		
Position Type	Vacant	Filled
Instructional	17	269
Non Instructional	5	264
Instructional ESSER	16	3
Non Instructional ESSER	1	2
Total	39	538

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

Funding for Areas Identified

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- ▶ Retention of employees
 - ▶ In an effort to address the impact of the pandemic and disruptions leading to learning loss and to remain competitive with surrounding districts, \$3.9M is being allocated over the next two years (third year to be funded with ESSER III) to retain existing staff by paying retention stipends.
 - ▶ Previously presented during June 16, 2021 Budget Workshop (a Fall stipend)
 - ▶ Returning full-time or part-time employees employed by the district as of October 1, 2020, and still employed by the district as of October 1, 2021 will be eligible to receive a one-time retention stipend payable on October 22, 2021.
 - ▶ Fall 2021 (ESSER II) Fall 2022 (ESSER II) Fall 2023 (ESSER III)
 - ▶ \$2,000 for full time employees, \$1,000 for part time employees
 - ▶ \$500 for returning long-term guest teachers and \$250 for returning guest teachers, \$250 for returning support service substitute workers
 - ▶ New retention stipend (a Summer stipend)
 - ▶ Any employee hired by October 1, 2021 who is still employed by the district through the last day of school for the 2021-2022 school year will be eligible to receive a one-time retention stipend payable on June 24, 2022.
 - ▶ Summer 2022 (ESSER II) (\$2,000 for full time employees, \$1,000 for part time employees)
 - ▶ Summer 2023 (ESSER II) (\$1,000 for full time employees, \$500 for part time employees)
 - ▶ These are subject to funding availability and will be subject to Board approval every year.

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

60

QUESTIONS AND FEEDBACK

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

AUGUST 11, 2021





SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

District, Family & Community Meeting

- Our Mission: Progressing Together -

School Year 2021-2022

Administration Office

9:00 a.m. and 1 p.m.

<u>Date</u>	<u>Location</u>
August 10, 2021	Board Room
September 7, 2021	Board Room
October 26, 2021	Board Room
November 9, 2021	Board Room
December 7, 2021	Board Room
January 11, 2022	Board Room
February 8, 2022	Board Room
March 1, 2022	Board Room
April 12, 2022	Board Room
May 10, 2022	Board Room

Note:

Location subject to change

June 3, 2021

Dr. Jeannie Meza-Chavez
Superintendent
San Elizario ISD
1050 chicken Ranch Rd
San Elizario, TX 79849

Dear Superintendent Meza-Chavez:

This letter is to inform San Elizario ISD that the Texas Education Agency (TEA) has approved the 2021-2022 provisional designation application for San Elizario High School as a provisional Early College High School (ECHS).

Provisional Designation is awarded to a campus for a period of one school year, during which time the campus may operate as an ECHS. Provisional Designation is designed to:

- provide additional time for ECHS to make required changes based on the ECHS Blueprint.
- allow the ECHS to demonstrate its ability to fully and appropriately implement its plan in keeping with the core principals and requirements of the ECHS designation.
- allow ECHS that have not been in operation as an ECHS for a full-year an opportunity to report student enrollment.
- allow ECHS to receive technical assistance and participate in the network of ECHS.

The redesigned ECHS blueprint may be accessed, along with the updated program guidelines, on the [TEA ECHS website](#).

Thank you for San Elizario ISD's hard work and dedication in providing opportunities for students to accelerate their learning and graduate from high school prepared for the postsecondary path of their choosing.

If you have questions or require additional information, please contact Krystal Garza at 512-463-9371 or by email at echs@tea.texas.gov.

Sincerely,



Mike Morath
Commissioner of Education

MM/Kg

Attachments
cc:

What You Need to Know about the End of the Open Meetings Act Suspension Order



In March 2020, everything changed. Schools and governments had to adapt quickly. That's when Gov. Greg Abbott temporarily suspended certain provisions of the Open Meetings Act (OMA), or Texas Government Code Chapter 551.

The attorney general recently announced that the [governor's order will be lifted September 1](#). As of that day, all OMA rules will resume and apply in full to school districts. TASB Legal Services answers common questions board members may have about these changes.

Board meetings until September 1

Until 12:01 a.m. on September 1, 2021, school boards may choose to continue operating under the OMA suspension order as applicable. For example, if a board needs to meet by telephone or videoconference call to avoid congregate settings in physical locations, the board may meet remotely in compliance with the OMA suspension order.

For more information, see TASB Legal Services' documents, [Texas Governor Suspends Certain Provisions of Open Meetings Act Due to Coronavirus \(COVID-19\)](#) and [Remote Meetings During COVID-19](#).

Board meetings on or after September 1

After 12:01 a.m. on September 1, 2021, school boards must resume full compliance with all provisions of the OMA. Most districts are returning to in-person board meetings as they did before the pandemic. Boards that want to meet by telephone or videoconference call will need to comply with the applicable OMA provisions, including Sections 551.125 and 551.127 regarding remote meetings. For more information, see TASB Legal Services' [Remote Participation in Board Meetings](#).

If the board meets in person, does the meeting notice still need to provide a link for public access?

No. If a board is meeting in person, the board may, but does not have to, offer a toll-free dial-in number or web link allowing the public to observe the meeting in real time. Depending on the district's size, the board may have an obligation to post a video or audio recording of the meeting. For more information, see TASB Legal Services' [Open Meeting Records](#).

Can a board meet by telephone, ⁶⁴ or can a single member participate by telephone?

No, unless an emergency prevents a quorum of the board from meeting in person. Meetings by teleconference are allowed only in the event of an emergency or public necessity as defined by the OMA.

Can a full board meet remotely by videoconference?

After 12:01 a.m. on September 1, 2021, a full board cannot meet remotely by videoconference on Zoom or any other platform. At least a quorum of the board must meet in a physical location.

Can an individual board member join a meeting by videoconference?

Boards may allow individual board members to join and participate remotely, if the videoconference meets the standards of the OMA. If a board member joins a meeting pursuant to the OMA's videoconference option in Section 551.127, the board member can participate and vote.

Boards that anticipate requests from individual members to use videoconferencing in the future may want to establish board operating procedures that set fair, reasonable standards for how videoconferencing will be used. Procedures might address:

- When and how often remote participation will be allowed to ensure a physical quorum at all meetings
- How much advance notice should be provided to ensure compliance with OMA meeting notice requirements
- How a member may request this option
- And more

Can boards still use Zoom?

If a board member uses a videoconference tool to participate in a board meeting pursuant to Section 551.127, the videoconference tool must meet technical specifications in the [Texas Department of Information Resources' videoconference guidelines](#). Zoom may or may not have specifications that meet these guidelines. After September 1, school boards should confer with the district's technology team and school attorney prior to holding a meeting by videoconference call via Zoom or other platforms.

Can boards do online training or teambuilding?

After the suspension order, school boards should seek the advice of a school attorney concerning virtual online training to ensure legal compliance. In general, training for the following may be completed online:

- The orientation to the Texas Education Code
- The update to the Texas Education Code
- Additional continuing education
- The reporting of abuse and trafficking

Training for the following may *not* be completed online:

- Local district orientation
- Team building
- Evaluating student academic performance and setting goals

During the pandemic, the education commissioner temporarily permitted online provision of student academic training — which is also referred to as “EISO” training for evaluating and improving student outcomes. This general waiver expired May 31, 2021. Consequently, EISO training may no longer be delivered online absent a specific waiver granted by the commissioner.

For more information on board member training requirements, see TASB's [Texas Continuing Education for Board Members](#) or call TASB Legal Services at 800.580.5345 or 512.467.3610.

This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.



Open Meetings Act **Remote Participation in Board Meetings**

Published online in [TASB School Law eSource](#)

Note: The guidance in this document may be affected by executive order of the Governor. Please visit the [TASB School Law eSource Board Meetings webpage](#) for resources summarizing the suspension of certain open meeting statutes related to the Coronavirus (COVID-19) disaster.

Have you ever wondered whether you could attend a board meeting while on a business trip or while vacationing with your family? Remote participation by board members in public meetings could be wonderful if it would help busy people serve the school district while away for travel. Texas law, however, places strict limits on when remote participation is allowed in order to preserve the open nature of public meetings.

The Texas Open Meetings Act (OMA), or Texas Government Code sections 551.001-.146, provides two options for remote participation by individual board members—teleconferencing and videoconferencing—but each applies only in limited circumstances.

1. What does the OMA say about meeting participation by teleconference?

A school board meeting may be held by a teleconference call if: (1) there is an emergency or public necessity as defined by the OMA, *and* (2) it is difficult or impossible to convene a quorum of the board at one location. Tex. Gov't Code § 551.125(b).

A meeting may be held with one hour's notice only when an "emergency or . . . urgent public necessity" exists. The public notice must clearly state the nature of the emergency that warrants such a brief notice period. This provision is reserved for extraordinary circumstances, not merely when attending a meeting would inconvenience board members. If a quorum of the board has physically convened at a meeting location, absent members cannot participate through teleconference.

Tex. Gov't Code § 551.045(a); Tex. Att'y Gen. Op. No. JC-0352 (2001).

Participation by teleconference is subject to all OMA notice requirements, like any other meeting. The OMA does not require the board meeting notice to indicate that the meeting will be conducted by teleconference; however, the notice must specify the location where board meetings are usually held as the location of the meeting. In addition, each part of the meeting that is required to be open to the public shall be audible to the public at the location specified in the notice and shall be tape recorded. The tape recording must be

made available to the public upon request. Finally, the location designated in the notice as the location of the meeting must provide two-way communication during the entire meeting, and the identification of each party to the teleconference must be clearly stated before speaking. Tex. Gov't Code § 551.125(c)-(f); Tex. Att'y Gen. Op. No. JC-0352 (2001).

Because the circumstances under which a meeting may be held by teleconference are so limited and because the communications requirements are fairly burdensome, such meetings occur infrequently.

2. Is it permissible for an absent board member to merely listen to, but not participate, in a meeting by telephone conference?

There is no clear statutory guidance regarding an absent member merely listening via teleconference without participating. Better options may be for the absent board member to listen to an audio recording or Web broadcast of the meeting, or review the meeting minutes or certified agenda. Please discuss your telephone conference options with the district's attorney.

3. What does the OMA say about meeting participation by videoconference?

A videoconference call is defined as a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet. Tex. Gov't Code § 551.001(8). Texas Government Code section 551.127 governs meetings of governmental bodies conducted via videoconference call.

The law does not require an emergency for the board to conduct an open or closed meeting via videoconference call; however, a meeting conducted by videoconference call must meet other requirements. Tex. Gov't Code § 551.127(a).

To hold a meeting via videoconference call, a quorum of the school board must be physically present at one location, unless the school district extends into three or more counties. Tex. Gov't Code § 551.127(b). The location where the board member presiding over the meeting is physically present must be open to the public during the open portions of the meeting. Tex. Gov't Code § 551.127(e).

Either a board member or a district employee may participate remotely in a board meeting by means of a videoconference call if the video and audio feed of the board member's or employee's participation is broadcast live at the meeting and the video and audio feed complies with other requirements under Section 551.127. A board member participating by videoconference call is counted as present at the meeting for all purposes but is considered absent from any portion of the meeting during which audio or video communication with

the member is lost or disconnected. If the audio or video communication of a member is lost or disconnected, a school district that does not extend into three or more counties may not continue the meeting unless a quorum remains physically present at the meeting location. Tex. Gov't Code § 551.127(a-1)-(a-3), (d).

If a meeting is held by videoconference call, the school district must make at least an audio recording of the meeting and make it available to the public. Tex. Gov't Code § 551.127(g).

4 What if our school district extends into three or more counties?

For school districts that extend into three or more counties, a meeting held by videoconference call where a quorum of the school board is not physically present may still be held as long as the board member presiding over the meeting is physically present at the location of the meeting that is open to the public during the open portions of the meeting. Tex. Gov't Code § 551.127(c).

If the audio or video communication of a member is lost or disconnected, a school district extending into three or more counties may continue the meeting only if a quorum of the board remains and the board member presiding over the meeting is still physically present at the location of the meeting that is open to the public during the open portions of the meeting. Tex. Gov't Code § 551.127(a-3).

5. Does the meeting notice need to be different if it will be held by videoconference call?

The notice of a meeting to be held by videoconference call must specify as the meeting location the location where a quorum of the school board will be physically present and specify the intent to have a quorum present at that location. If the school district extends into three or more counties, the notice must specify as the meeting location the location where the board member presiding over the meeting will be physically present, and the notice must specify the intent to have the presiding member present at that location. Tex. Gov't Code § 551.127(e).

Although the statute is silent on whether the meeting notice must indicate that the meeting will be held by videoconference, best practice is for a meeting notice to state that the meeting will be conducted by videoconference call.

6. What happens if there is a poor connection and we cannot see or hear the videoconference participant?

Each portion of a meeting held by videoconference call that is required to be open to the public must be visible and audible. Tex. Gov't Code § 551.127(f).

During the entire meeting, there must be two-way audio and video communication between the remote location from which any board member is participating by videoconference call and either (1) the location at which a quorum is physically located or (2) for school districts extending into three or more counties, the location at which the board member presiding over the meeting is physically located. The face of each participant on the videoconference call must be clearly visible while speaking, and the voice must be audible to each other, to other participants, and, during the open portion of the meeting, to the members of the public in attendance at the quorum or presiding member's location as well as at any other location of the meeting that is open to the public. Tex. Gov't Code § 551.127(h).

The audio and video signals perceptible by members of the public at each location of the meeting must be of sufficient quality so that members of the public at each location can observe the demeanor and hear the voice of each participant in the open portion of the meeting. Tex. Gov't Code § 551.127(j).

If the audio or visual connection is poor and the participant on the videoconference call cannot be clearly seen or heard, then the call should not be continued. If such a problem occurs that causes a meeting to no longer be visible and audible to the public at the location specified in the notice, the meeting must be recessed until the problem is resolved and that if the problem is not resolved in six hours or less, the meeting must be adjourned. Tex. Gov't Code § 551.127(f).

7. What are the technology requirements for videoconferencing?

A school board that wishes to hold a meeting by videoconference must comply with the technology requirements set by the Texas Department of Information Resources (DIR). 1 Tex. Admin. Code §§ 209.1-.11.

The quality of the audio and video signals at each location must meet or exceed certain minimum standards specified by the DIR, including but not limited to international standards set by the International Telecommunications Union. Tex. Gov't Code § 551.127(i).

Some DIR recommendations for minimum technical and operational standards include:

- providing the audience and board members with full view of at least one monitor at each meeting location;
- having at least one monitor at the primary meeting site for the audience to view remote meeting participants;
- ensuring audio signals perceptible from the remote videoconferencing sites are of similar quality and volume as the local audio at the primary meeting site; and
- presenting all videoconference transmissions in color video.

Additionally, the DIR suggests best practices for conducting videoconferences to include:

- prior to each actual meeting, testing videoconference connections that are between sites on different networks or sites not controlled by the governmental body;
- prior to each actual meeting, checking camera focus, audio, and camera range;
- throughout the meeting, ensuring that all speaking participants are within camera range;
- at the start of the meeting, introducing all board members at the primary and remote sites; and
- making available at all sites any material to be presented.

For more detailed information about required and recommended videoconferencing standards, please visit the [Texas Department of Information Resources website](#).

Ultimately, the rules regarding the technology required to conduct a meeting via videoconference call remain stringent. Consequently, TASB strongly recommends consulting with your attorney and/or technology director before attempting to conduct a meeting via videoconference call to ensure that your videoconferencing equipment and meeting procedures meet or exceed all minimum standards.

8. Do videoconferencing software or services like Skype or Google Hangout meet the DIR standards?

The guidelines issued by DIR do not clearly specify whether software applications or videoconferencing tools like Skype or Google Hangout meet the requirements of the OMA; however, the guidance is clear that videoconferencing equipment, connections, and software protocols must meet required minimum standards. Whether a particular videoconferencing application, service, or system setup complies with the standards established by DIR is a situation-specific inquiry that should be reviewed by your technology director in consultation with your school attorney, with proposed arrangements thoroughly tested prior to any meeting.

As the landscape of technological developments is ever-changing, statutory provisions may lag behind in offering direct guidance on the use of various means to conduct school business. Should your district want to use videoconferencing or other methods of conducting a meeting where board members are not attending and participating in person, TASB Legal Services strongly urges you to consult your school attorney prior to proceeding.

9. May the board allow a professional service provider (such as a consultant or an architect) to consult with the board by videoconference during an in-person board meeting?

For example, imagine that a district has hired an architect to help design a new athletic facility. The architect is located hundreds of miles away and the cost to bring her to the district several times will be significant. May the board consult remotely with the architect or other professional?

The OMA specifies that a board may consult remotely with an attorney who is not an *in-house* attorney employed by the school district. Tex. Gov't Code § 551.129(a), (d). Attorneys may participate via teleconference, videoconference, or communications over the internet, either publicly in an open meeting or privately in a closed meeting. Tex. Gov't Code § 551.129(a). If the consultation with an attorney takes place during an open meeting, each part of the consultation must be audible to the public at the location specified in the posted notice. If the consultation takes place during a closed meeting, an exception to the OMA (such as the attorney-consultation exception) must apply. Tex. Gov't Code § 551.071.

Additionally, the OMA expressly provides for a member of the public to testify at a meeting from a remote location by videoconference. Tex. Gov't Code § 551.127(k).

However, the OMA is silent as to whether other individuals, like consultants or accountants, may participate in board meetings via a remote method. At a recent public training session, a representative of the attorney general's office informally opined that a governmental body, such as a school district, may allow a non-governing body member, including consultants or contractors, district employees, or auditors, to participate remotely in the same manner that members of the public can, as long as the manner of remote participation and open meeting complies with requirements under the OMA. See Tex. Gov't Code § 551.127 (outlining videoconference requirements).

In other words, even when the board itself is meeting in person, a professional service provider may join the meeting by videoconference if the videoconference complies with the statutory requirements of Section 551.127.

Until formal or written guidance has been issued by the attorney general's office, a school board wishing to allow remote participation by individuals not expressly authorized or prohibited by the OMA should proceed cautiously after consulting with the district's attorney about a particular arrangement, including applicable meeting notice and technical requirements.

10. Can boards of open-enrollment charter schools meet via videoconference call?

The attorney general has concluded that even though the Texas Education Code does not specifically require the board of an open-enrollment charter school (OECS) to hold each public meeting of the board within the boundaries of the school, the law requires an OECS to comply with the OMA; therefore, for the purposes of complying with the OMA, an OECS is considered to be a governmental body subject to the Act. As such, the board of an OECS may conduct meetings via videoconference call only in compliance with the OMA. Furthermore, the Act does not expressly authorize a governmental body to conduct an in-person meeting outside of the governmental body's territory. Tex. Att'y Gen. Op. No. GA-1079 (2014); Tex. Gov't Code §§ 551.001-.146.

Section 551.127 of the OMA states that a quorum of the governmental body must be physically present at one location of the meeting in order to hold a meeting by videoconference call, and that the only exception to the physical quorum requirement exists for state governmental bodies and for governmental bodies extending into three or more counties. In the case of a school district that extends into three or more counties, the board member presiding over the meeting must be physically present at the location open to the public. Therefore, unless an OECS extends into three or more counties, it may not conduct a meeting by videoconference call without having a quorum of the board physically present at the same meeting location that is open to the public, which should be within the governmental body's territory. Once a physical quorum is established at the open meeting location, other board members may participate by videoconference call without geographic restriction so long as other provisions of Government Code section 551.127 are met. Tex. Gov't Code § 551.127(b), (c).

If an OECS does extend into three or more counties, then it may conduct a meeting by videoconference call when the member presiding over the meeting is physically present at one location of the meeting that is open to the public during the open portions of the meeting, which should be within the governmental body's territory. Other board members may then participate by videoconference call without geographic restriction so long as other provisions of Government Code section 551.127 are met. Tex. Gov't Code § 551.127(b), (c).

Whether a location is open, or publicly accessible, is a case-by-case analysis where determination of accessibility will depend on the facts; however, the attorney general suggested that a meeting held within a governmental body's territorial boundaries or geographic service area would likely comply with the Act's accessibility requirement. Tex. Att'y Gen. Op. Nos. JC-0487 (2002), JC-0053 (1999).

As interpretations of compliance with the OMA rely heavily on specific facts surrounding a particular situation, TASB Legal Services encourages school districts to consult with their school attorneys when circumstances prevent board members from attending in person or require board meetings to occur in manners different from what can be reasonably expected by the district's public.

11. What TASB policies apply to remote participation to board meetings?

Review Policy BE for more information.

12. Where can I get more information about the OMA?

The [office of the attorney general](#) is the primary source of information related to the OMA. Supplemental resources from TASB related to school board meetings are available on the [TASB Store](#) or [TASB School Law eSource](#). School district trustees and administrators may contact TASB Legal Services at 800.580.5345.

This document is continually updated at tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Governance/documents/oma-remote-participation-in-bd-mtgs.pdf. For more information on school law topics, visit TASB School Law eSource at schoollawesource.tasb.org.

This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.

Updated January 2021

IMPORTANT MONITORING INFORMATION

7/30/2021

071-904
2020-2021**Sent Via Email**

Dr. Jeannie Meza-Chavez, Superintendent chcuevas@seisd.net
San Elizario ISD
PO Box 920
San Elizario, TX 79849-0920

Subject: Notification of Noncompliance

Dear Dr. Meza-Chavez:

The purpose of this correspondence is to notify the San Elizario Independent School District of special education noncompliance identified through Targeted Review completed on 7/30/2021.

The specific area of noncompliance is detailed in the attached Summary of Noncompliance. The LEA will need to complete the following steps to correct noncompliance:

1. The local education agency (LEA) must develop a corrective action plan (CAP).
2. The LEA will submit the CAP to the agency by 9/14/2021.
3. The LEA will implement the elements of the CAP for correction of noncompliance.

The LEA is required to correct any noncompliance items as soon as possible, but in no case, may the correction take longer than one calendar year from the date of notification of noncompliance. Failure to correct noncompliance within required timelines will result in elevated interventions or sanctions as referenced in Texas Education Code (TEC), Chapter 39, Subchapter E, 19 Texas Administrative Code (TAC) §89.1076, Interventions and Sanctions, for special education, and §97.1071, Special Program Performance; Intervention Stages.

To evidence correction of the noncompliance, the agency will require documentation verifying that:

- Policies and procedures, including operating guidelines and practices were reviewed and revised, as necessary.
- Professional development was provided to identified staff.
- ARD committee meetings were convened to address the noncompliance, and, when required, determinations were made if the noncompliance denied students a FAPE. If compensatory services were determined, evidence of the fulfillment of the compensatory services.
- Self-monitoring activities were implemented to ensure ongoing compliance; and
- Systemic correction of the noncompliance has taken place.

Dr. Jeannie Meza-Chavez, Superintendent
San Elizario ISD
Page 2

The agency will continue to follow up with San Elizario ISD on the progress being made towards timely correction of the area of noncompliance. Please note that documentation verifying the implementation of corrective action activities must be submitted within one year of this notification.

Thank you for your time and partnership as we continue to improve student performance and program effectiveness for all students.

If you have any questions or concerns about the information provided in this correspondence, please contact Carroll Sadler in the Department of Review and Support at (512) 463-9414 or by e-mail at Carroll.Sadler@tea.texas.gov.

Sincerely,

Jennifer Alexander
Associate Commissioner, Office of Special Populations and Monitoring

Enclosures

cc: Amanda Sanchez, Special Education Director, San Elizario ISD
Armando Aguirre, Executive Director, Region 19 Education Service Center (ESC)
Juan Alderete, Special Education Contact, Region 19 ESC
Matt Montañó, Deputy Commissioner of Special Populations, TEA

**TEXAS EDUCATION AGENCY
Division of Review and Support
Summary of Noncompliance**

• LEA Name: San Elizario

CDN #: 071904

Legal Reference	Specific Areas of Noncompliance	Required Corrective Actions Documented in Corrective Action Plan
<p>34 CFR §300.301(c)(1)(ii). 19 TAC §89.1011(c); TEC §29.004</p>	<p>The FIE was not completed within 45 school days after receiving consent for two students.</p>	<ul style="list-style-type: none"> • Review and revise policies and procedures, including operating guidelines and practices addressing this issue. • Provide training on these procedures to the appropriate staff. • Convene ARD committee meetings for those students whose records indicate noncompliance in this area to consider if the student’s free, appropriate public education (FAPE) had been impacted and determine if compensatory services are needed. • Develop processes that allow for self-monitoring this area of noncompliance. • Review the number of student records required to evidence systemic correction.
<p>To evidence correction of the noncompliance, the agency will require documentation verifying that:</p> <ul style="list-style-type: none"> • Policies and procedures, including operating guidelines and practices were reviewed and revised, as necessary. • Professional development was provided to identified staff. • ARD committee meetings were convened to address the noncompliance, and, when required, determinations were made if the noncompliance denied students a FAPE. If compensatory services were determined, evidence of the fulfillment of the compensatory services. • Self-monitoring activities were implemented to ensure ongoing compliance; and • Systemic correction of the noncompliance has taken place. 		

The LEA is required to correct any noncompliance items as soon as possible, but in no case, may the correction take longer than one calendar year from the date of identification of noncompliance. Failure to correct noncompliance within required timelines will result in elevated interventions or sanctions as referenced in Texas Education Code (TEC), Chapter 39, Subchapter E, 19 Texas Administrative Code (TAC) §89.1076, Interventions and Sanctions, for special education, and §97.1071, Special Program Performance; Intervention Stages.



Cycle #2 Group #3
Dates: April-June 2021

Texas Education Agency 2020-2021 CYCLICAL MONITORING REPORT

Local Education Agency (LEA) Name: San Elizario Independent School District
CDN: 071904

LEA Compliant <input type="checkbox"/>	Non-Compliance Identified <input checked="" type="checkbox"/>	Corrective Actions Completed: To be Completed
----------------------------------------	---------------------------------------------------------------	-----------------------------------------------

INTRODUCTION

The Texas Education Agency (TEA) would like to extend appreciation to San Elizario ISD for their efforts, attention, and time committed to the completion of the review process.

The TEA has developed a monitoring approach that reviews compliance-based indicators while also looking for best practices. In commitment to the approach, the cyclical monitoring report will provide the results of the LEA’s compliance review related to the Individuals with Disabilities Education Act (IDEA) and federal and state statutes, a summary of data related to Results-Driven Accountability (RDA), State Performance Plan (SPP), Significant Disproportionality (SD), and dyslexia program evaluation, recommend targeted technical assistance and support for LEAs related to special education, and highlight best practices of LEAs that demonstrate success.

CYCLICAL MONITORING

The TEA conducts cyclical reviews of all LEAs statewide over six years. The purpose of cyclical monitoring is to support positive outcomes for students with disabilities and to determine compliance with special education regulations and dyslexia program regulations.

LEAs are required to submit artifacts and/or sources of evidence for compliance and promising practices review in the following areas:

- Child Find/Evaluation/FAPE
- IEP Development
- IEP Content
- IEP Implementation
- State Assessment
- Properly Constituted ARD Committees
- Transition

2020–2021 CYCLICAL REVIEW COMPLIANCE SUMMARY

On April 22, 2021, the TEA conducted a policy review of San Elizario ISD. On May 28, 2021, the TEA conducted a comprehensive desk review of San Elizario ISD. The total number of files reviewed for the San Elizario ISD comprehensive desk review was 23. The review found overall that 21 files out of 23 files were compliant. An overview of the policy review and student file review for San Elizario ISD are organized in the chart below by indicating the number of compliant findings within the reviewed file submissions related to the compliance area. Itemized details of these findings are in the appendix:

Compliance Area	Policy Review (# compliant of # reviewed)	Student File Review (# compliant of # reviewed)
Child Find/Evaluation/FAPE	19 of 19	21 of 23
IEP Development	5 of 5	23 of 23
IEP Content	3 of 3	23 of 23
IEP Implementation	21 of 21	23 of 23
Properly Constituted ARD	8 of 8	23 of 23
State Assessment	4 of 4	23 of 23
Transition	6 of 6	6 of 6

2020–2021 DYSLEXIA COMPLIANCE SUMMARY

For the 2020-2021 school year, the Texas Education Agency (TEA) identified San Elizario Independent School District (ISD) for dyslexia monitoring based on the Differentiated Monitoring and Support Cyclical Schedule. The dyslexia monitoring process focuses on three-core elements: Early Intervention and Identification, Program of Instruction and Parent Notification. The TEA Department of Review and Support: Dyslexia Monitoring reviewed San Elizario ISD artifacts using the Dyslexia Program Evaluation Rubric which is aligned to Senate Bill 2075 of the 86th Legislature, Texas Education Code (TEC) 38.003 (c-1), and 19 Texas Administrative Code (TAC) Chapter 74.28. The 2020-2021 school year results for San Elizario ISD are in the Dyslexia Compliance Summary table below.

Areas of Implementation	Compliance Status
Dyslexia Procedures	Met Compliance
Parent Communication	Met Compliance
Screening	Met Compliance
Reading Instruments	Met Compliance
Evaluation and Identification	Met Compliance
Instruction	Met Compliance
Dysgraphia	Met Compliance
Professional Development and Training	Met Compliance
Progress Monitoring	Met Compliance

DATA SUMMARY OF RESULTS-DRIVEN ACCOUNTABILITY, STATE PERFORMANCE PLAN INDICATORS, AND SIGNIFICANT DISPROPORTIONALITY

The following supplemental data may be used to support development of the Strategic Support Plan (SSP) for continuous improvement and/or a Corrective Action Plan (CAP) if noncompliance is identified.

Year	Results-Driven Accountability (RDA) Determination Level	SPP Indicators 11, 12, 13 Compliance*	Significant Disproportionality
2020	DL 2—Needs Assistance	COMPLIANT	N/A

*Indicator 11: Child Find
 Indicator 12: Early Childhood Transition
 Indicator 13: Secondary Transition

2020-2021 COVID-19 IMPACT NARRATIVE SUBMISSION

In the 2020-2021 academic year, Local Education Agencies (LEAs) had an opportunity to share the practices incorporated to support Child Find and FAPE for students being served by special education during the COVID-19 pandemic by completing the COVID 19 Impact Narrative.

San Elizario ISD submitted a COVID-19 Impact Narrative as a supplement to their Cyclical Review:

Yes* No

* If yes, 2020-2021 COVID-19 Impact Narrative is attached following the Appendix of this report.

2020-2021 CYCLICAL REVIEW PARENT, TEACHER, ADMINISTRATOR INTERVIEWS/SURVEY

Staff and Family Surveys

On June 30, 2021, the TEA Review and Support team received 57 surveys during the comprehensive desk review. Participants were as follows: 19 parent/family members, 13 special education teachers, 13 general education teachers, 5 evaluation staff, and 7 administration staff (district and campus). The Review and Support surveys focused on the following review areas:

One hundred percent of participants felt they receive sufficient communication from their school. The best way the school/district provides information (trainings, online trainings, support groups and other available resources) concerning special education services is via email followed by notices sent home, phone calls and the school website.

The majority of parent/family member participants felt they would be most comfortable attending special education information sessions at the school/campus.

All participants indicated they have a clear understanding of special education services.

The most selected areas of special education the participants would like to know about were the School, Family, and Community Engagement network and Multiple Exceptionalities and Multiple Needs.

The majority of participants felt the most effective trainings to help meet the needs of students with disabilities were Differentiated Instruction, Positive Behavioral Supports, English Language Proficiency Standards (ELPS), and Reading Instruction.

Almost 69% of participants agreed or somewhat agreed there were frequent opportunities to collaborate with related service providers and fifteen percent felt there were not frequent opportunities to collaborate with service providers.

The obstacles concerning student's special education programming and services were reported as:

- Scheduling ARD meetings
- Timely updates on student progress
- Knowledge of available services and programming
- Assuring students receive accommodations and/or modifications as outlined in the IEP.

All participants agree with the importance of including students' interests/life goals in the transition process with 54% of participants strongly agreeing.

The majority of participants indicated they chose the remote learning model. Those participating in remote learning agreed or strongly agreed that the students interacted with teachers consistently. 70% of respondents reported that remote learning for students receiving special education was effective or somewhat effective.

COVID

Seventy-five percent of participants felt that during COVID school closure/remote learning, the Emergency Contingency Plan was effective in student progress.

During COVID closures the top three methods teachers used to provide support to students with moderate to severe disabilities were:

- Teachers made regular contact with students and parents to meet academic and emotional needs.
- Teachers modified work.
- Individualized support

Participants indicated that during current COVID school closure/remote learning they needed professional development in:

- How to use virtual platforms

- How to teach virtually
- Social and emotional learning impact on students

Participants indicated that during COVID school closure/remote learning the top two supports used by the district that didn't work well for students with disabilities were a shared device and online submission of assignments.

The majority of participants indicated they agreed or strongly agreed that they worked with parent/guardian in addressing severe behavior and work refusal.

This survey was approved by the Texas Education Agency's data governance board. Participation in this survey was both voluntary and anonymous. No data was collected identifying a name so that individual responses cannot be linked to any respondent. Participants were given the option to stop the survey at any time.

Strengths

Based on results of the policy review and student file review, along with data collected from LEA staff and family surveys, the Review and Support team identified the following strengths for San Elizario ISD:

- The Present Level of Academic Achievement and Functional Performance (PLAAPF) statements in many IEPs are data-rich which helps inform the development of high-quality goals.
- The schedule of services page contains details about how the minutes for speech therapy are divided up during each nine-week grading period.
- Many progress reports explicitly explain the student's current progress toward mastering the goal.
- Alternate schedules for remote learning are included in most IEPs which ensure consistency of services.

Considerations

Based on results of the policy review and student file review, along with data collected from LEA staff and family surveys, the Review and Support team identified the following considerations for San Elizario ISD:

- Consider a system for developing measurable IEP goals with more than one criterion for evaluation as agreed upon by the ARD committee.
- Consider a process to include annual transition goals within the IEP that will guide the student toward reaching his or her post-secondary goals.
- Consider developing a system, reviewing/revising procedures, and additional training for required staff on completing evaluations within the required timeline for periods of time when face to face instruction/evaluations are not possible.

Technical Assistance

As a result of monitoring, the TEA has identified the following technical assistance resources to support San Elizario ISD engaging in targeted support as determined by the RDA performance level data and artifacts within the compliance review:

Topic	Resource
PLAAFP Development and Goal Writing	<p>Technical Assistance: IEP Development. This TEA guidance document covers requirements and best practices in developing Individualized Education Programs for students with disabilities.</p> <p>https://txr20.escworks.net/catalog/session.aspx?session_id=72163 This course was produced through a collaborative project between the Texas Education Agency and the Statewide Progress in the General Curriculum Network at Education Service Center 20. The course focuses on the portion of the ARD process related to developing a student's PLAAFP, using the PLAAFP to create enrolled grade level measurable annual academic goals, and progress monitoring.</p>
Transition Planning	<p>https://www.texastransition.org/ is the TEA Student-Centered Transitions Network (SCTN) website for everything transition in Texas. Click this link to sign up for their newsletter to receive monthly updates about resources and information on transition topics.</p> <p>https://iris.peabody.vanderbilt.edu/module/tran-scp/cresource/q2/p03/#content This is a resource is part of a longer module from the IRIS Center at Vanderbilt University. It gives information about developing transition goals and includes short case studies with examples of possible transition goals for two students.</p>
Evaluation Timeline	<p>Technical Assistance Guide for Child Find and Evaluations: The Child Find and Evaluation Technical Assistance Guidance is intended for use by Texas educators to support the implementation of services for students with or suspected of having disabilities.</p>

Findings of Noncompliance

A finding is made when noncompliance is identified with the Review and Support report findings, SPP notification, and/or individualized education program (IEP) requirements. Noncompliance that is systemic in nature must be included in a comprehensive corrective action plan (CAP) with action steps to address each of the noncompliance findings. ***When noncompliance has been identified as part of this cyclical review, San Elizario ISD will receive formal notification of noncompliance in addition to this report.***

The TEA Department of Review and Support will further advise the LEA on the corrective action process, if applicable.

The TEA follows procedures for the correction of noncompliance consistent with federal guidelines (OSEP Memo 09-02.)

Before the TEA can report that noncompliance has been corrected, it must first verify the LEA:

- Has corrected each individual case of noncompliance (Prong 1); and
- Is correctly implementing the specific regulatory requirements (i.e., subsequently achieved 100% compliance) (Prong 2).

The TEA is required to monitor the completion of a corrective action plan if any noncompliance is discovered. The corrective action plan must be designed to correct any and all areas of noncompliance ***as soon as possible, but in no case later than one year from the date of notification.***

Corrective Action Plan (CAP)

The LEA will develop a CAP to address any items identified as noncompliance in this summary report. An approved form for the CAP can be accessed on the Review and Support website or in the resources located in Ascend Texas.

The LEA must submit the CAP in Ascend within 30 school days from the date of this report and/or formal notification of noncompliance. The TEA will review the CAP submitted by the LEA for approval. If the TEA determines that a revision(s) is necessary, the LEA will be required to revise and resubmit. The Review and Support team will contact the LEA to provide notification when the CAP has been approved.

Individual Correction

The educational agency has **60 school days** from the date of this summary report to correct all identified findings of noncompliance for individual students, unless noted otherwise in the report.

2020–2021 DYSLEXIA PROGRAM EVALUATION FINDINGS

As a result of the program evaluation review, the TEA Department of Review and Support: Dyslexia Monitoring has identified the following strengths, considerations, and technical assistance recommendations for San Elizario ISD.

Areas of Strength

An area of strength includes a comprehensive district-wide procedure manual that includes program procedures for evaluating, identifying, instructing, and screening students with dyslexia.

Areas of Consideration

Your current dyslexia program is in alignment with state and federal mandates. The following resources are recommended for reflection of current dyslexia program to strengthen internal systems and procedures.

Topic	Resource
TEA Review and Support	Dyslexia Monitoring
TEA Special Education	Dyslexia and Related Disorders
Dyslexia: TEA Professional Learning Course	TEALearn Dyslexia Modules

If you have questions about the contents of this dyslexia review summary, please contact Faith Hightower in the Texas Education Agency Department of Review and Support: Dyslexia Monitoring, by phone at 512-463-4140 or by email at faith.hightower@tea.texas.gov.

Corrective Action

The TEA reviews data collected from the dyslexia program evaluation to ensure compliance with federal and state regulatory requirements. In accordance with State Board of Education (SBOE) dyslexia guidance and Senate Bill 2075 regarding noncompliance identified through the dyslexia program evaluation, a finding of noncompliance is identified by the citation (i.e., program or process) that is violated.

Dyslexia Performance Plan (DPP)

If noncompliance is identified, the LEA is required to demonstrate correction of all noncompliance in the Dyslexia Performance Plan (DPP). This tool guides LEAs through a continuous improvement process. It addresses areas of growth that will positively impact students with dyslexia or other related disorders. LEAs should complete the DPP no later than 120-days after receiving notification of noncompliance. This document will be provided by TEA or can be accessed in the resources section of the [Review and Support website](#).

LEA ACTIONS

Timeline for Strategic Support Plan (SSP) and/or Corrective Action Plan (CAP) Below:

Required Actions	Submission Due Date	Completion Due Date	Support Level	Communication Schedule
SSP	N/A		N/A	N/A
CAP	9/14/2021	7/30/2022		30 days
DPP	N/A			

For more information about cyclical monitoring and the Differentiated Monitoring and Support process, please visit the [Review and Support website](#)

**LEA may have previously identified corrective actions in addition to findings in this report.

REFERENCES

[Differentiated Monitoring and Support System](#)

[Review and Support General Supervision Monitoring Guide](#)

[State Performance Plan and Annual Performance Report and Requirements](#)

[Results-Driven Accountability Reports and Data](#)

[Results-Driven Accountability District Reports](#)

[Results-Driven Accountability Manual](#)

APPENDIX

Child Find/Evaluation

STUDENT FILE REVIEW

Item	IDEA Citation	TEC/TAC Citation	Evidence of Findings	Required Actions	Must Be Addressed in CAP
SE1	34 CFR §300.301(c)(1)(ii)	TAC 89.1011(c) TEC §29.004	During the time the district was 100% virtual, two student evaluations were not completed within 45 school days of the date the district received written consent for evaluation.	<p>Individual—Not Applicable</p> <p>Systemic—Yes</p> <ul style="list-style-type: none"> Review and revise procedures, including operating guidelines and practices addressing this issue. Provide training on these procedures to the appropriate staff. Develop processes that allow for self-monitoring this area of noncompliance. Provide evidence of systemic compliance of the noncompliance issue. 	<input checked="" type="checkbox"/> Yes



MEMORANDUM

To: Dr. Meza-Chavez, Superintendent

From: Raul Jacques, Director of Child Nutrition Services

Subject: July 2021 Update – Nutrition Services Operations

Date: August 11, 2021

Summer food service operations ended on July 16, 2021. We served 6000 meals to children in our community during the final month. We are getting ready to serve meals in all of our cafeterias starting August 2, 2021. We are excited to have our students back in school.

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



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports - Tax Report
Date: August 11, 2021

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

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

BUDGET IMPACT: Collections as of June 30, 2021 is summarized below based on the attached property tax collection analysis report.

	M&O	I&S	Total	Collections
Current Year Levy	\$2,538,407	\$387,350	\$2,925,757	
Current Year Collections	\$2,392,380	\$365,067	\$2,757,447	\$2,757,447
Current Year Levy Outstanding	\$146,027	\$22,283	\$168,310	
Prior Year Collections				\$159,291
Penalty & Interest Collections				\$87,312
Total Collections				\$3,004,050

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

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

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

EL PASO CONSOLIDATED TAX OFFICE
PROPERTY TAX COLLECTION ANALYSIS
9/1/2020 through 6/30/2021

JURISDICTION: 19 SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

PERIOD	CURRENT TAX YEAR (\$)		PRIOR YEARS (\$)		ALL YEARS (\$)			COLLECTION FEE (\$)	
	COLLECTED	CUMULATIVE	COLLECTED	CUMULATIVE	COLLECTED	CUMULATIVE	%	COLLECTED	CUMULATIVE
Sep 2020	-	-	22,948.36	22,948.36	22,948.36	22,948.36	0.78%	4,211.32	4,211.32
Oct 2020	15,706.17	15,706.17	27,928.86	50,877.22	43,635.03	66,583.39	2.28%	5,089.60	9,300.92
Nov 2020	193,421.32	209,127.49	26,842.65	77,719.87	220,263.97	286,847.36	9.80%	5,321.22	14,622.14
Dec 2020	844,736.03	1,053,863.52	38,140.51	115,860.38	882,876.54	1,169,723.90	39.98%	7,223.63	21,845.77
Jan 2021	1,067,247.63	2,121,111.15	11,121.04	126,981.42	1,078,368.67	2,248,092.57	76.84%	1,983.15	23,828.92
Feb 2021	364,749.95	2,485,861.10	17,762.96	144,744.38	382,512.91	2,630,605.48	89.91%	3,390.50	27,219.42
Mar 2021	176,047.64	2,661,908.74	19,478.93	164,223.31	195,526.57	2,826,132.05	96.59%	5,424.17	32,643.59
Apr 2021	57,321.88	2,719,230.62	30,652.50	194,875.81	87,974.38	2,914,106.43	99.60%	6,189.00	38,832.59
May 2021	42,018.70	2,761,249.32	15,301.26	210,177.07	57,319.96	2,971,426.39	101.56%	4,112.22	42,944.81
Jun 2021	24,607.88	2,785,857.20	8,015.58	218,192.65	32,623.46	3,004,049.85	102.68%	3,068.16	46,012.97
Jul 2021									
Aug 2021									

LEVY	CURRENT	PRIOR	ALL YEARS	REVENUE	CURRENT	PRIOR	ALL YEARS
Levy-Cert 7/24/2020	-	N/A	N/A	Total Levy Collected	2,757,447.33	159,290.71	2,916,738.04
Levy-Billed 10/1/2020	2,935,785.85	633,650.20	3,569,436.05	Total Penalty & Interest	28,409.87	58,901.94	87,311.81
Adjusted Levy YTD	2,925,756.97	607,088.15	3,532,845.12	Total Levy + P&I	2,785,857.20	218,192.65	3,004,049.85
Increase/Decrease	(10,028.88)	(26,562.05)	(36,590.93)	Taxes as percent of levy	94.25%	5.44%	99.69%
Levy Outstanding	168,309.64	447,797.44	616,107.08	P&I as percent of levy	0.97%	2.01%	2.98%
				Total as percent of levy	95.22%	7.45%	102.67%
				Collection Fee	6,026.73	39,986.24	46,012.97
				Total Collected YTD	2,791,883.93	258,178.89	3,050,062.82



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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Financial Statements
Date: August 11, 2021

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

RATIONALE: The purpose of this agenda item is to present unaudited interim financial statements as of June 30, 2021 which are attached to this memo. Included are:

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

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

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

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

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

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2021

Data Control Codes	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)	
	Original	Final			
REVENUES:					
5700	Total Local and Intermediate Sources	\$ 2,841,721	\$ 2,841,721	\$ 2,742,353	\$ (99,368)
5800	State Program Revenues	32,800,279	32,339,141	32,313,748	(25,393)
5900	Federal Program Revenues	4,422,324	4,422,324	915,248	(3,507,076)
5020	Total Revenues	40,064,324	39,603,186	35,971,349	(3,631,837)
EXPENDITURES:					
Current:					
0011	Instruction	20,403,722	18,605,819	17,608,440	997,379
0012	Instructional Resources and Media Services	527,959	527,959	525,463	2,496
0013	Curriculum and Instructional Staff Development	193,200	193,200	160,652	32,548
0021	Instructional Leadership	720,694	728,426	710,939	17,487
0023	School Leadership	2,179,033	2,065,033	1,912,005	153,028
0031	Guidance, Counseling and Evaluation Services	1,286,786	1,221,786	1,205,130	16,656
0032	Social Work Services	166,059	180,059	172,758	7,301
0033	Health Services	535,185	465,185	421,815	43,370
0034	Student (Pupil) Transportation	1,352,296	1,358,356	1,008,760	349,596
0035	Food Services	3,789,324	3,793,689	1,576,640	2,217,049
0036	Extracurricular Activities	1,062,225	1,067,531	822,802	244,729
0041	General Administration	1,604,260	1,658,961	1,565,083	93,878
0051	Facilities Maintenance and Operations	4,012,334	4,003,258	3,598,671	404,587
0052	Security and Monitoring Services	1,027,670	926,178	813,318	112,860
0053	Data Processing Services	1,141,464	1,142,076	1,131,973	10,103
0061	Community Services	42,280	27,280	22,501	4,779
Debt Service:					
0071	Principal on Long Term Debt	800,000	800,000	800,000	-
0072	Interest on Long Term Debt	34,992	34,992	34,992	-
0073	Bond Issuance Cost and Fees	1,008	1,008	440	568
Capital Outlay:					
0081	Facilities Acquisition and Construction	-	217,375	100,155	117,220
Intergovernmental:					
0099	Other Intergovernmental Charges	44,500	44,500	32,129	12,371
6030	Total Expenditures	40,924,991	39,062,671	34,224,666	4,838,005
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	(860,667)	540,515	1,746,683	1,206,168
OTHER FINANCING SOURCES (USES):					
7912	Sale of Real and Personal Property	5,000	5,000	4,322	(678)
7915	Transfers In	-	1,300,000	1,300,000	-
8911	Transfers Out (Use)	(1,500,000)	(1,500,000)	(1,500,000)	-
7080	Total Other Financing Sources (Uses)	(1,495,000)	(195,000)	(195,678)	(678)
1200	Net Change in Fund Balances	(2,355,667)	345,515	1,551,005	1,205,490
0100	Fund Balance- July 1 (Beginning)	-	10,805,200	10,805,200	-
3000	Fund Balance- June 30 (Ending)	\$ (2,355,667)	\$ 11,150,715	\$ 12,356,205	\$ 1,205,490

SAN ELIZARIO ISD
 SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - DEBT SERVICE FUND - UNAUDITED
 FOR THE TWELVE MONTHS ENDED JUNE 30, 2021

Data Control Codes	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	Original	Final		
REVENUES:				
5700 Total Local and Intermediate Sources	\$ 342,891	\$ 342,891	\$ 398,329	\$ 55,438
5800 State Program Revenues	1,048,684	1,048,684	1,062,680	13,996
5020 Total Revenues	1,391,575	1,391,575	1,461,009	69,434
EXPENDITURES:				
Debt Service:				
0071 Principal on Long Term Debt	580,000	580,000	580,000	-
0072 Interest on Long Term Debt	1,096,900	1,096,900	1,096,900	-
0073 Bond Issuance Cost and Fees	1,000	1,000	400	600
6030 Total Expenditures	1,677,900	1,677,900	1,677,300	600
1200 Net Change in Fund Balances	(286,325)	(286,325)	(216,291)	70,034
0100 Fund Balance - July 1 (Beginning)	-	450,599	450,599	-
3000 Fund Balance - June 30 (Ending)	\$ (286,325)	\$ 164,274	\$ 234,308	\$ 70,034

SAN ELIZARIO ISD
BALANCE SHEET
GOVERNMENTAL FUNDS - UNAUDITED
AS OF JUNE 30, 2021

Data Control Codes		General Fund	Other Funds	Total Governmental Funds
ASSETS				
1110	Cash and Cash Equivalents	\$ 12,549,093	\$ 1,788,926	\$ 14,338,019
1220	Property Taxes - Delinquent	647,505	54,181	701,686
1230	Allowance for Uncollectible Taxes (Credit)	(59,332)	(4,845)	(64,177)
1240	Receivables from Other Governments	621,245	1,195,301	1,816,546
1250	Accrued Interest	715	-	715
1260	Due from Other Funds	1,132,085	173,370	1,305,455
1300	Inventories	191,809	-	191,809
1410	Prepayments	33,915	-	33,915
1000	Total Assets	<u>15,117,035</u>	<u>3,206,933</u>	<u>18,323,968</u>
LIABILITIES				
2110	Accounts Payable	52,772	812	53,584
2150	Payroll Deductions and Withholdings Payable	270,667	-	270,667
2160	Accrued Wages Payable	1,250,115	223,663	1,473,778
2170	Due to Other Funds	442,253	853,862	1,296,115
2180	Due to Other Governments	13,777	118,026	131,803
2200	Accrued Expenditures	119,022	-	119,022
2300	Unearned Revenues	24,049	43,121	67,170
2000	Total Liabilities	<u>2,172,655</u>	<u>1,239,484</u>	<u>3,412,139</u>
DEFERRED INFLOWS OF RESOURCES				
2601	Unavailable Revenue - Property Taxes	588,174	49,336	637,510
2600	Total Deferred Inflows of Resources	<u>588,174</u>	<u>49,336</u>	<u>637,510</u>
FUND BALANCES				
Nonspendable Fund Balance:				
3410	Inventories	167,760	-	167,760
Restricted Fund Balance:				
3450	Federal or State Funds Grant Restriction	159,792	136,180	295,972
3470	Capital Acquisition and Contractual Obligation	-	1,417,084	1,417,084
3480	Retirement of Long-Term Debt	-	234,307	234,307
3490	Other Restricted Fund Balance	-	130,541	130,541
3600	Unassigned Fund Balance	12,028,653	-	12,028,653
3000	Total Fund Balances	<u>12,356,205</u>	<u>1,918,112</u>	<u>14,274,317</u>
4000	Total Liabilities, Deferred Inflows & Fund Balances	<u>15,117,034</u>	<u>3,206,932</u>	<u>18,323,966</u>

The notes to the financial statements are an integral part of this statement.

SAN ELIZARIO ISD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED
FOR THE TWELVE MONTHS ENDED JUNE 30, 2021

Data Control Codes		General Fund	Other Funds	Total Governmental Funds
	REVENUES:			
5700	Total Local and Intermediate Sources	\$ 2,742,353	\$ 430,202	\$ 3,172,555
5800	State Program Revenues	32,313,748	1,219,680	33,533,428
5900	Federal Program Revenues	915,248	6,545,464	7,460,712
5020	Total Revenues	<u>35,971,349</u>	<u>8,195,346</u>	<u>44,166,695</u>
	EXPENDITURES:			
	Current:			
0011	Instruction	17,608,440	3,364,669	20,973,109
0012	Instructional Resources and Media Services	525,463	50,767	576,230
0013	Curriculum Instructional Staff Development	160,652	1,302,877	1,463,529
0021	Instructional Leadership	710,939	24,167	735,106
0023	School Leadership	1,912,005	5,952	1,917,957
0031	Guidance, Counseling and Evaluation Services	1,205,130	14,375	1,219,505
0032	Social Work Services	172,758	600	173,358
0033	Health Services	421,815	149,458	571,273
0034	Student (Pupil) Transportation	1,008,760	3,489	1,012,249
0035	Food Services	1,576,640	409,250	1,985,890
0036	Extracurricular Activities	822,802	18,313	841,115
0041	General Administration	1,565,083	-	1,565,083
0051	Facilities Maintenance and Operations	3,598,671	436,871	4,035,542
0052	Security and Monitoring Services	813,318	36,835	850,153
0053	Data Processing Services	1,131,973	561	1,132,534
0061	Community Services	22,501	120,148	142,649
	Debt Service:			
0071	Principal on Long Term Debt	800,000	580,000	1,380,000
0072	Interest on Long Term Debt	34,992	1,096,900	1,131,892
0073	Bond Issuance Cost and Fees	440	400	840
	Capital Outlay:			
0081	Facilities Acquisition and Construction	100,155	15,467	115,622
	Intergovernmental:			
0099	Other Intergovernmental Charges	32,129	-	32,129
6030	Total Expenditures	<u>34,224,666</u>	<u>7,631,099</u>	<u>41,855,765</u>
1100	Excess (Deficiency) of Revenues Over(Under) Expenditures	<u>1,746,683</u>	<u>564,247</u>	<u>2,310,930</u>
	OTHER FINANCING SOURCES (USES)			
7912	Sale of Real and Personal Property	4,322	-	4,322
7915	Transfers In	1,300,000	-	1,300,000
8911	Transfers Out (Use)	(1,500,000)	(1,300,000)	(2,800,000)
7080	Total Other Financing Sources (Uses)	<u>(195,678)</u>	<u>(1,300,000)</u>	<u>(1,495,678)</u>
1200	Net Change in Fund Balances	1,551,005	(735,753)	815,252
0100	Fund Balance - July 1 (Beginning)	10,805,200	2,643,019	13,448,219
1300	Prior Period Adjustment	-	10,846	10,846
3000	Fund Balance - June 30 (Ending)	<u>\$ 12,356,205</u>	<u>\$ 1,918,112</u>	<u>\$ 14,274,317</u>

The notes to the financial statements are an integral part of this statement.

SAN ELIZARIO ISD
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
 INTERNAL SERVICE FUNDS - UNAUDITED
 FOR THE TWELVE MONTHS ENDED JUNE 30, 2021

	753 Self Insurance Health Fund	770 Self Insurance W/ Comp Fund	Total Internal Service Funds
OPERATING REVENUES:			
Local and Intermediate Sources	\$ 4,343,930	\$ 270,571	\$ 4,614,501
Total Operating Revenues	<u>4,343,930</u>	<u>270,571</u>	<u>4,614,501</u>
OPERATING EXPENSES:			
Professional and Contracted Services	3,719,925	195,158	3,915,083
Other Operating Costs	808,823	-	808,823
Total Operating Expenses	<u>4,528,748</u>	<u>195,158</u>	<u>4,723,906</u>
Operating Income (Loss)	<u>(184,818)</u>	<u>75,413</u>	<u>(109,405)</u>
NONOPERATING REVENUES (EXPENSES):			
Earnings from Temporary Deposits & Investments	198	1,977	2,175
Total Nonoperating Revenues (Expenses)	<u>198</u>	<u>1,977</u>	<u>2,175</u>
Income (Loss) Before Transfers	(184,620)	77,390	(107,230)
Transfer In	1,500,000	-	1,500,000
Change in Net Position	1,315,380	77,390	1,392,770
Total Net Position - July 1 (Beginning)	<u>(1,215,823)</u>	<u>1,043,596</u>	<u>(172,227)</u>
Total Net Position - June 30 (Ending)	<u>\$ 99,557</u>	<u>\$ 1,120,986</u>	<u>\$ 1,220,543</u>



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

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Investment Report
Date: August 11, 2021

HISTORY: Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding report period in accordance with section 2256.023 of the Texas Government Code.

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

BUDGET IMPACT: Interest earned by fund is summarized as follows as of June 30, 2021:

Fund	Amount
General Fund (199)	\$27,353.15
Debt Service Fund (599)	\$935.79
Capital Projects Fund (699)	\$950.73
Health Insurance Fund (753)	\$267.36
Workers Compensation Fund (770)	\$1,976.72

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

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

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

San Elizario I.S.D.
Statement of Interest Earned
For The Twelve Months Ending June 30, 2021

	General Fund	\$ 27,353.15
	Interest & Sinking (Debt Service) Fund	\$ 935.79
	Capital Projects Fund	\$ 950.73
	Health Insurance Fund	\$ 267.36
	Workers Compensation Fund	\$ 1,976.72
	Total	\$ 31,483.75

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

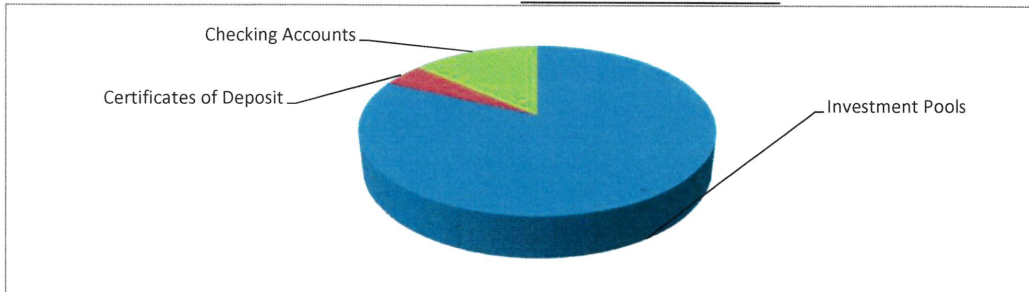


July 28, 2021
Date

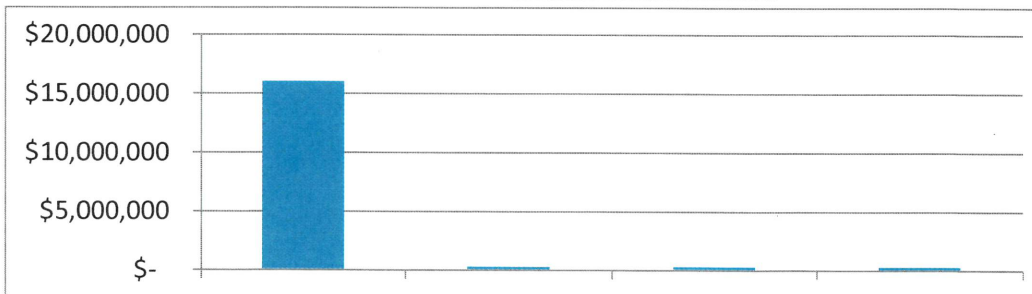
Chief Financial Officer

Portfolio Diversification

By Investment Type	Current Market Value	Portfolio %
Investment Pools	\$ 13,676,777	81.78%
Certificates of Deposit	\$ 750,000	4.48%
Checking Accounts	\$ 2,297,982	13.74%
	<u>\$ 16,724,760</u>	



By Investment Maturity	Current Market Value	Portfolio %
Overnight	\$ 15,974,760	95.52%
0 - 1 Year	\$ 250,000	1.49%
1 - 2 Years	\$ 250,000	1.49%
2 + years	\$ 250,000	1.49%
	<u>\$ 16,724,760</u>	



General Fund

Wells Fargo- General Operating Checking Account

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 1,626,983.08	0.00%	\$ -
01-Aug-20	31-Aug-20	Overnight	\$ 1,483,001.67	0.00%	\$ -
01-Sep-20	30-Sep-20	Overnight	\$ 1,528,381.40	0.00%	\$ -
01-Oct-20	31-Oct-20	Overnight	\$ 994,247.88	0.00%	\$ -
01-Nov-20	30-Nov-20	Overnight	\$ 1,092,861.50	0.00%	\$ -
01-Dec-20	31-Dec-20	Overnight	\$ 992,026.34	0.00%	\$ -
01-Jan-21	31-Jan-21	Overnight	\$ 1,053,342.12	0.00%	\$ -
01-Feb-21	28-Feb-21	Overnight	\$ 1,125,436.38	0.00%	\$ -
01-Mar-21	31-Mar-21	Overnight	\$ 1,598,380.64	0.00%	\$ -
01-Apr-21	30-Apr-21	Overnight	\$ 1,339,674.35	0.00%	\$ -
01-May-21	31-May-21	Overnight	\$ 1,461,201.52	0.00%	\$ -
01-Jun-21	30-Jun-21	Overnight	\$ 1,486,832.66	0.00%	\$ -
Interest Earned:					<u>\$ -</u>

Wells Fargo- Food Service Checking Account

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 296,847.46	0.00%	\$ -
01-Aug-20	31-Aug-20	Overnight	\$ 297,363.16	0.00%	\$ -
01-Sep-20	30-Sep-20	Overnight	\$ 298,438.36	0.00%	\$ -
01-Oct-20	31-Oct-20	Overnight	\$ 298,941.61	0.00%	\$ -
01-Nov-20	30-Nov-20	Overnight	\$ 9,296.81	0.00%	\$ -
01-Dec-20	31-Dec-20	Overnight	\$ 10,150.31	0.00%	\$ -
01-Jan-21	31-Jan-21	Overnight	\$ 10,410.26	0.00%	\$ -
01-Feb-21	28-Feb-21	Overnight	\$ 10,833.56	0.00%	\$ -
01-Mar-21	31-Mar-21	Overnight	\$ 11,440.62	0.00%	\$ -
01-Apr-21	30-Apr-21	Overnight	\$ 13,213.32	0.00%	\$ -
01-May-21	31-May-21	Overnight	\$ 15,028.47	0.00%	\$ -
01-Jun-21	30-Jun-21	Overnight	\$ 16,982.73	0.00%	\$ -
Interest Earned:					<u>\$ -</u>

Lone Star Investment Pool- Corporate Overnight Plus Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 6,000,913.25	0.42%	\$ 2,594.81
01-Aug-20	31-Aug-20	Overnight	\$ 2,469,452.30	0.28%	\$ 1,195.04
01-Sep-20	30-Sep-20	Overnight	\$ 3,730,677.64	0.22%	\$ 472.98
01-Oct-20	31-Oct-20	Overnight	\$ 3,106,480.31	0.20%	\$ 595.42
01-Nov-20	30-Nov-20	Overnight	\$ 4,982,738.99	0.17%	\$ 591.20
01-Dec-20	31-Dec-20	Overnight	\$ 7,138,370.56	0.16%	\$ 697.25
01-Jan-21	31-Jan-21	Overnight	\$ 8,602,565.54	0.15%	\$ 921.76
01-Feb-21	28-Feb-21	Overnight	\$ 7,278,443.15	0.13%	\$ 761.71
01-Mar-21	31-Mar-21	Overnight	\$ 7,819,039.97	0.13%	\$ 784.98
01-Apr-21	30-Apr-21	Overnight	\$ 6,047,564.99	0.12%	\$ 744.29
01-May-21	31-May-21	Overnight	\$ 5,761,024.70	0.11%	\$ 531.71
01-Jun-21	30-Jun-21	Overnight	\$ 7,036,566.27	0.11%	\$ 470.88
Interest Earned:					<u>\$ 10,362.03</u>

Lone Star Investment Pool- Corporate Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 148,431.56	0.37%	\$ 46.39
01-Aug-20	31-Aug-20	Overnight	\$ 148,466.68	0.28%	\$ 35.12
01-Sep-20	30-Sep-20	Overnight	\$ 348,525.05	0.21%	\$ 1.65
01-Oct-20	31-Oct-20	Overnight	\$ 348,570.75	0.15%	\$ 45.70
01-Nov-20	30-Nov-20	Overnight	\$ 348,610.18	0.14%	\$ 39.43
01-Dec-20	31-Dec-20	Overnight	\$ 348,648.13	0.13%	\$ 37.95
01-Jan-21	31-Jan-21	Overnight	\$ 348,682.40	0.12%	\$ 34.27
01-Feb-21	28-Feb-21	Overnight	\$ 348,707.13	0.09%	\$ 24.73
01-Mar-21	31-Mar-21	Overnight	\$ 348,733.46	0.09%	\$ 26.33
01-Apr-21	30-Apr-21	Overnight	\$ 348,759.29	0.09%	\$ 25.83
01-May-21	31-May-21	Overnight	\$ 348,782.99	0.08%	\$ 23.70
01-Jun-21	30-Jun-21	Overnight	\$ 348,804.54	0.08%	\$ 21.55
Interest Earned:					\$ 362.65

Lone Star Investment Pool- Government Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 187,255.21	0.15%	\$ 20.37
01-Aug-20	31-Aug-20	Overnight	\$ 206,218.33	0.12%	\$ 19.63
01-Sep-20	30-Sep-20	Overnight	\$ 39,332.26	0.09%	\$ 58.37
01-Oct-20	31-Oct-20	Overnight	\$ 71,600.72	0.08%	\$ 3.85
01-Nov-20	30-Nov-20	Overnight	\$ 242,019.95	0.08%	\$ 8.78
01-Dec-20	31-Dec-20	Overnight	\$ 996,276.40	0.07%	\$ 31.94
01-Jan-21	31-Jan-21	Overnight	\$ 353,438.77	0.05%	\$ 41.79
01-Feb-21	28-Feb-21	Overnight	\$ 755,687.35	0.03%	\$ 13.13
01-Mar-21	31-Mar-21	Overnight	\$ 567,055.81	0.01%	\$ 6.61
01-Apr-21	30-Apr-21	Overnight	\$ 66,328.87	0.01%	\$ 1.57
01-May-21	31-May-21	Overnight	\$ 106,556.27	0.01%	\$ 0.40
01-Jun-21	30-Jun-21	Overnight	\$ 153,255.07	0.01%	\$ 0.57
Interest Earned:					\$ 207.01

Texas CLASS Investment Pool- General Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 3,181,984.28	0.45%	\$ 1,225.14
01-Aug-20	31-Aug-20	Overnight	\$ 3,182,843.12	0.32%	\$ 858.84
01-Sep-20	30-Sep-20	Overnight	\$ 3,183,497.89	0.25%	\$ 654.77
01-Oct-20	31-Oct-20	Overnight	\$ 3,183,975.49	0.18%	\$ 477.60
01-Nov-20	30-Nov-20	Overnight	\$ 3,184,363.33	0.15%	\$ 387.84
01-Dec-20	31-Dec-20	Overnight	\$ 3,184,740.30	0.14%	\$ 376.97
01-Jan-21	31-Jan-21	Overnight	\$ 3,185,096.23	0.13%	\$ 355.93
01-Feb-21	28-Feb-21	Overnight	\$ 3,185,362.64	0.11%	\$ 266.41
01-Mar-21	31-Mar-21	Overnight	\$ 3,185,646.95	0.11%	\$ 284.31
01-Apr-21	30-Apr-21	Overnight	\$ 3,185,866.82	0.08%	\$ 219.87
01-May-21	31-May-21	Overnight	\$ 3,186,078.92	0.08%	\$ 212.10
01-Jun-21	30-Jun-21	Overnight	\$ 3,186,238.93	0.06%	\$ 160.01
Interest Earned:					\$ 5,479.79

GECU- Certificate of Deposit (Date Opened: 4/21/2018 Maturity Date: 4/21/2021)

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	0 - 1 year	\$ 250,000.00	1.90%	\$ 403.42
01-Aug-20	31-Aug-20	0 - 1 year	\$ 250,000.00	1.90%	\$ 400.18
01-Sep-20	30-Sep-20	0 - 1 year	\$ 250,000.00	1.90%	\$ 388.24
01-Oct-20	31-Oct-20	0 - 1 year	\$ 250,000.00	1.90%	\$ 403.38
01-Nov-20	30-Nov-20	0 - 1 year	\$ 250,000.00	1.90%	\$ 389.34
01-Dec-20	31-Dec-20	0 - 1 year	\$ 250,000.00	1.90%	\$ 402.32
01-Jan-21	31-Jan-21	0 - 1 year	\$ 250,000.00	1.90%	\$ 404.09
01-Feb-21	28-Feb-21	0 - 1 year	\$ 250,000.00	1.90%	\$ 364.38
01-Mar-21	31-Mar-21	0 - 1 year	\$ 250,000.00	1.90%	\$ 402.36
01-Apr-21	21-Apr-21	0 - 1 year	\$ 250,000.00	1.90%	\$ 273.64
Interest Earned:					\$ 3,831.35

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

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
22-Apr-21	30-Apr-21	2+ Years	\$ 250,000.00	0.80%	\$ 49.32
01-May-21	31-May-21	2+ Years	\$ 250,000.00	0.80%	\$ 196.63
01-Jun-21	30-Jun-21	2+ Years	\$ 250,000.00	0.80%	\$ 164.38
Interest Earned:					\$ 410.33

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

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	2+ Years	\$ 250,000.00	1.93%	\$ 409.79
01-Aug-20	31-Aug-20	2+ Years	\$ 250,000.00	1.93%	\$ 409.79
01-Sep-20	30-Sep-20	2+ Years	\$ 250,000.00	1.93%	\$ 398.58
01-Oct-20	31-Oct-20	2+ Years	\$ 250,000.00	1.93%	\$ 407.79
01-Nov-20	30-Nov-20	1 - 2 years	\$ 250,000.00	1.93%	\$ 396.58
01-Dec-20	31-Dec-20	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Jan-21	31-Jan-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Feb-21	28-Feb-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 370.14
01-Mar-21	31-Mar-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Apr-21	30-Apr-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 396.58
01-May-21	31-May-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Jun-21	30-Jun-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 396.58
Interest Earned:					\$ 4,824.99

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

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	1 - 2 years	\$ 250,000.00	0.75%	\$ 159.25
01-Aug-20	31-Aug-20	1 - 2 years	\$ 250,000.00	0.75%	\$ 159.25
01-Sep-20	30-Sep-20	1 - 2 years	\$ 250,000.00	0.75%	\$ 159.24
01-Oct-20	31-Oct-20	1 - 2 years	\$ 250,000.00	0.75%	\$ 154.11
01-Nov-20	30-Nov-20	1 - 2 years	\$ 250,000.00	0.75%	\$ 154.11
01-Dec-20	31-Dec-20	1 - 2 years	\$ 250,000.00	0.75%	\$ 159.25
01-Jan-21	31-Jan-21	1 - 2 years	\$ 250,000.00	0.75%	\$ 159.25
01-Feb-21	28-Feb-21	1 - 2 years	\$ 250,000.00	0.75%	\$ 143.84
01-Mar-21	31-Mar-21	1 - 2 years	\$ 250,000.00	0.75%	\$ 159.23
01-Apr-21	30-Apr-21	1 - 2 years	\$ 250,000.00	0.75%	\$ 154.11
01-May-21	31-May-21	0 - 1 year	\$ 250,000.00	0.75%	\$ 159.25
01-Jun-21	30-Jun-21	0 - 1 year	\$ 250,000.00	0.75%	\$ 154.11
Interest Earned:					\$ 1,875.00

Total General Fund Interest Earned **\$ 27,353.15**

Interest & Sinking Fund (Debt Service)

Lone Star Investment Pool- Corporate Overnight Plus Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 483,785.78	0.42%	\$ 173.37
01-Aug-20	31-Aug-20	Overnight	\$ 483,900.02	0.28%	\$ 114.24
01-Sep-20	30-Sep-20	Overnight	\$ 523,992.44	0.22%	\$ 92.42
01-Oct-20	31-Oct-20	Overnight	\$ 524,081.38	0.20%	\$ 88.94
01-Nov-20	30-Nov-20	Overnight	\$ 24,094.43	0.17%	\$ 13.05
01-Dec-20	31-Dec-20	Overnight	\$ 24,097.74	0.16%	\$ 3.31
01-Jan-21	31-Jan-21	Overnight	\$ 1,282,604.71	0.15%	\$ 50.98
01-Feb-21	28-Feb-21	Overnight	\$ 1,282,729.35	0.13%	\$ 124.64
01-Mar-21	31-Mar-21	Overnight	\$ 1,282,865.69	0.13%	\$ 136.34
01-Apr-21	30-Apr-21	Overnight	\$ 304,470.12	0.12%	\$ 54.44
01-May-21	31-May-21	Overnight	\$ 304,499.31	0.11%	\$ 29.19
01-Jun-21	30-Jun-21	Overnight	\$ 304,524.04	0.11%	\$ 24.73
Interest Earned:					\$ 905.65

Lone Star Investment Pool- Government Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 45,672.03	0.15%	\$ 5.48
01-Aug-20	31-Aug-20	Overnight	\$ 47,588.23	0.12%	\$ 4.63
01-Sep-20	30-Sep-20	Overnight	\$ 9,865.63	0.09%	\$ 0.71
01-Oct-20	31-Oct-20	Overnight	\$ 13,664.54	0.08%	\$ 0.82
01-Nov-20	30-Nov-20	Overnight	\$ 38,430.72	0.08%	\$ 1.48
01-Dec-20	31-Dec-20	Overnight	\$ 152,114.02	0.07%	\$ 4.92
01-Jan-21	31-Jan-21	Overnight	\$ 87,359.06	0.05%	\$ 6.72
01-Feb-21	28-Feb-21	Overnight	\$ 148,193.30	0.03%	\$ 2.68
01-Mar-21	31-Mar-21	Overnight	\$ 172,088.38	0.01%	\$ 1.83
01-Apr-21	30-Apr-21	Overnight	\$ 35,898.73	0.01%	\$ 0.51
01-May-21	31-May-21	Overnight	\$ 41,671.66	0.01%	\$ 0.17
01-Jun-21	30-Jun-21	Overnight	\$ 47,222.31	0.01%	\$ 0.19
Interest Earned:					\$ 30.14

Total Debt Service Fund Interest Earned **\$ 935.79**

Capital Projects Fund

2015 Bond Construction Fund - Government Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 1,751,067.98	0.15%	\$ 224.16
01-Aug-20	31-Aug-20	Overnight	\$ 1,751,241.34	0.12%	\$ 173.36
01-Sep-20	30-Sep-20	Overnight	\$ 1,739,645.66	0.09%	\$ 124.32
01-Oct-20	31-Oct-20	Overnight	\$ 1,739,766.11	0.08%	\$ 120.45
01-Nov-20	30-Nov-20	Overnight	\$ 1,423,017.09	0.08%	\$ 104.23
01-Dec-20	31-Dec-20	Overnight	\$ 1,423,097.36	0.07%	\$ 80.27
01-Jan-21	31-Jan-21	Overnight	\$ 1,423,156.94	0.05%	\$ 59.58
01-Feb-21	28-Feb-21	Overnight	\$ 1,423,186.02	0.03%	\$ 29.08
01-Mar-21	31-Mar-21	Overnight	\$ 1,423,202.32	0.01%	\$ 16.30
01-Apr-21	30-Apr-21	Overnight	\$ 1,423,209.15	0.01%	\$ 6.83
01-May-21	31-May-21	Overnight	\$ 1,423,215.32	0.01%	\$ 6.17
01-Jun-21	30-Jun-21	Overnight	\$ 1,417,084.38	0.01%	\$ 5.98
Interest Earned:					\$ 950.73

Total Capital Projects Fund Interest Earned **\$ 950.73**

Health Insurance Fund

Wells Fargo- Health Insurance

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 31,957.47	0.16%	\$ 5.63
01-Aug-20	31-Aug-20	Overnight	\$ 99,965.23	0.16%	\$ 3.83
01-Sep-20	30-Sep-20	Overnight	\$ 76,466.94	0.16%	\$ 9.79
01-Oct-20	31-Oct-20	Overnight	\$ 231,476.13	0.16%	\$ 39.62
01-Nov-20	30-Nov-20	Overnight	\$ 246,531.15	0.16%	\$ 27.08
01-Dec-20	31-Dec-20	Overnight	\$ 184,727.44	0.16%	\$ 24.21
01-Jan-21	31-Jan-21	Overnight	\$ 304,520.00	0.16%	\$ 18.34
01-Feb-21	28-Feb-21	Overnight	\$ 294,558.24	0.16%	\$ 16.13
01-Mar-21	31-Mar-21	Overnight	\$ 110,367.87	0.16%	\$ 26.14
01-Apr-21	30-Apr-21	Overnight	\$ 383,805.82	0.16%	\$ 27.86
01-May-21	31-May-21	Overnight	\$ 377,098.35	0.16%	\$ 34.22
01-Jun-21	30-Jun-21	Overnight	\$ 641,505.04	0.16%	\$ 34.51
Interest Earned:					\$ 267.36

Total Health Insurance Fund Interest Earned **\$ 267.36**

Workers Compensation Fund

Wells Fargo- Worker's Compensation

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 48,290.34	0.16%	\$ 7.23
01-Aug-20	31-Aug-20	Overnight	\$ 166,284.30	0.16%	\$ 20.83
01-Sep-20	30-Sep-20	Overnight	\$ 156,355.00	0.16%	\$ 21.18
01-Oct-20	31-Oct-20	Overnight	\$ 148,327.74	0.16%	\$ 20.67
01-Nov-20	30-Nov-20	Overnight	\$ 35,155.03	0.16%	\$ 4.68
01-Dec-20	31-Dec-20	Overnight	\$ 53,435.02	0.16%	\$ 5.90
01-Jan-21	31-Jan-21	Overnight	\$ 72,299.98	0.16%	\$ 7.76
01-Feb-21	28-Feb-21	Overnight	\$ 90,661.99	0.16%	\$ 9.04
01-Mar-21	31-Mar-21	Overnight	\$ 85,855.81	0.16%	\$ 11.97
01-Apr-21	30-Apr-21	Overnight	\$ 120,152.13	0.16%	\$ 13.56
01-May-21	31-May-21	Overnight	\$ 134,362.29	0.16%	\$ 16.13
01-Jun-21	30-Jun-21	Overnight	\$ 152,661.94	0.16%	\$ 17.57
Interest Earned:					\$ 156.52

Lone Star Investment Pool- Corporate Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-20	31-Jul-20	Overnight	\$ 1,205,672.70	0.37%	\$ 376.80
01-Aug-20	31-Aug-20	Overnight	\$ 1,205,957.94	0.28%	\$ 285.24
01-Sep-20	30-Sep-20	Overnight	\$ 1,206,164.58	0.21%	\$ 206.64
01-Oct-20	31-Oct-20	Overnight	\$ 1,206,322.74	0.15%	\$ 158.16
01-Nov-20	30-Nov-20	Overnight	\$ 1,182,422.47	0.14%	\$ 134.11
01-Dec-20	31-Dec-20	Overnight	\$ 1,182,551.18	0.13%	\$ 128.71
01-Jan-21	31-Jan-21	Overnight	\$ 1,182,667.41	0.12%	\$ 116.23
01-Feb-21	28-Feb-21	Overnight	\$ 1,182,751.30	0.09%	\$ 83.89
01-Mar-21	31-Mar-21	Overnight	\$ 1,182,840.62	0.09%	\$ 89.32
01-Apr-21	30-Apr-21	Overnight	\$ 1,182,928.24	0.09%	\$ 87.62
01-May-21	31-May-21	Overnight	\$ 1,183,008.62	0.08%	\$ 80.38
01-Jun-21	30-Jun-21	Overnight	\$ 1,183,081.72	0.08%	\$ 73.10
Interest Earned:					\$ 1,820.20

Total Worker's Compensation Fund Interest Earned : **\$ 1,976.72**



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

Fund Performance Update

June 30, 2021

Comments by Mellon, Investment Manager

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



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

The Treasury yield curve flattened in June as front-end bond yields rose as much as 16 basis points while longer bond yields were lower by as much as 20 basis points. The June 16 FOMC meeting surprised the market with its hawkish tone. The median dot in 2023 moved to two hikes from zero hikes at the March meeting. Chair Powell addressed the talk of tapering but made it clear that it is not imminent. The tapering of bond purchases is still viewed as an early 2022 event.

The Fed made a technical adjustment by raising both the RRP and IOER by five basis points. The adjustment provided some relief to interest rates on short Treasury bills and overnight investments. Equity prices continues to trend higher in June as the S&P 500 index reached another all-time high.

Active Participants This Month

Schools and Colleges	570
Other Governmental	80
<i>Total</i>	650



Government Overnight Fund

Return Information

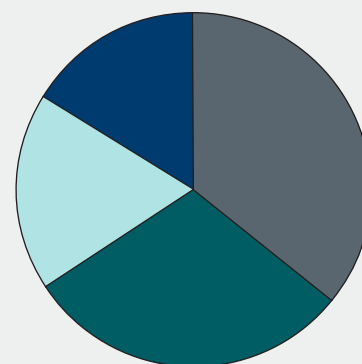
June 30, 2021

Average Monthly Return (a)	0.01%
SEC 7-day Fund Yield (b)	0.01%
Weighted Average Maturity One (c)	47 days
Weighted Average Maturity Two (c)	100 days
Portfolio Maturing beyond One Year	7%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	765,079,328.84	765,079,328.84
US Treasuries	1,287,711,448.71	1,287,738,455.15
Agencies	1,538,349,302.34	1,538,467,390.29
Money Market Funds	666,682,556.62	666,682,556.62
Total Assets	4,257,822,636.51	4,257,967,730.90

Investment Distribution



Agencies	36%
Treasuries	30%
Cash/Repo	18%
Money Market	16%

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

Corporate Overnight Fund

Return Information

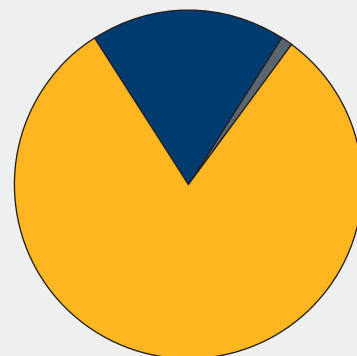
June 30, 2021

Average Monthly Return (a)	0.08%
SEC 7-day Fund Yield (b)	0.08%
Weighted Average Maturity One (c)	50 days
Weighted Average Maturity Two (c)	61 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	(311,966.37)	(311,966.37)
US Treasuries	-	-
Agencies	19,997,135.86	20,029,245.90
Commercial Paper	2,981,942,395.50	2,982,157,619.34
Money Market Funds	654,040,108.16	654,090,148.61
Total Assets	3,655,667,673.15	3,655,965,047.48

Investment Distribution



Commercial Paper	81%
MM Funds	18%
Agencies	1%

(b)

SEC 7-Day Yield Calculation

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

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

Corporate Overnight Plus Fund

Return Information

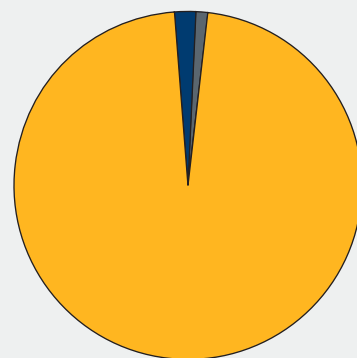
June 30, 2021

Average Monthly Return (a)	0.11%
SEC 7-day Fund Yield (b)	0.10%
Weighted Average Maturity One (c)	73 days
Weighted Average Maturity Two (c)	85 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

Inventory Position

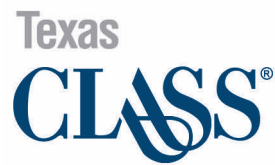
	Book Value	Market Value
Cash/Repo	(564,716.03)	(564,716.03)
US Treasuries	-	-
Agencies	49,994,271.95	50,073,311.30
Commercial Paper	6,929,680,044.09	6,930,252,069.00
Money Market Funds	159,932,246.84	159,935,981.40
Total Assets	7,139,041,846.85	7,139,696,645.67

Investment Distribution



Commercial Paper	97%
MM Funds	2%
Agencies	1%

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



Texas CLASS

Texas CLASS

Date	Dividend Rate	Daily Yield
06/01/2021	0.00001909	0.0697%
06/02/2021	0.00001789	0.0653%
06/03/2021	0.00001846	0.0674%
06/04/2021	0.00005352	0.0651%
06/05/2021	0.00000000	0.0651%
06/06/2021	0.00000000	0.0651%
06/07/2021	0.00001694	0.0619%
06/08/2021	0.00001596	0.0583%
06/09/2021	0.00001732	0.0633%
06/10/2021	0.00001627	0.0594%
06/11/2021	0.00004617	0.0562%
06/12/2021	0.00000000	0.0562%
06/13/2021	0.00000000	0.0562%
06/14/2021	0.00001511	0.0551%
06/15/2021	0.00001637	0.0597%
06/16/2021	0.00001603	0.0585%
06/17/2021	0.00001630	0.0595%
06/18/2021	0.00005061	0.0616%
06/19/2021	0.00000000	0.0616%
06/20/2021	0.00000000	0.0616%
06/21/2021	0.00001666	0.0608%
06/22/2021	0.00001706	0.0623%
06/23/2021	0.00001680	0.0613%
06/24/2021	0.00001661	0.0607%
06/25/2021	0.00004980	0.0606%
06/26/2021	0.00000000	0.0606%
06/27/2021	0.00000000	0.0606%
06/28/2021	0.00001633	0.0597%
06/29/2021	0.00001599	0.0584%
06/30/2021	0.00001692	0.0618%

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



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

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution stating review of investment policy, investment strategies and designation of investment officer
Date: August 11, 2021

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

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

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

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

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

**Resolution Stating Review of Investment Policy and Review of
Investment Strategies and Designation of Investment Officer
for the San Elizario Independent School District**

Whereas, Section 2256.005, Texas Government Code, as amended, requires the governing body of an investing entity review its investment policy and investment strategies not less than annually;

Whereas, the Board of Trustees of the San Elizario Independent School District, “District”, has adopted an Investment Policy for the District, in the form attached hereto as “Exhibit A” pursuant to Chapter 2256, Texas Government Code, as amended from time to time;

And *Whereas*, the Board of Trustees wishes to designate one or more employees of the District as investment officer to be responsible for the investment of its funds consistent with the Investment Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The Investment Policy, in the form attached hereto as “Exhibit A” and investment strategies contained in such policy has been reviewed and is hereby adopted with no changes.

Section 2. The Chief Financial Officer, Norberto Rivas, of the District is hereby named as the investment officer of the District to be responsible for the investment of its funds consistent with the investment Policy.

Section 3. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

APPROVED THIS 11th day of August, 2021.

BY: _____
Sandra Licon
Board President

ATTEST: _____
Michelle Garcia
Board Secretary

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.



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

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution for selection and approval of authorized investments and financial institutions
Date: August 11, 2021

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

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

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

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

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

Resolution for Selection and Approval of Authorized Investments and Financial Institutions

Section 2256.016(a) of the Texas Government Code, as amended, allows an entity to invest its funds and funds under its control in an eligible investment pool(s) if the governing body authorizes investments in the particular pools(s) and if the investment pool(s) complies with the requirements outlined in the subchapter.

A list of qualified pools authorized to engage in investment transactions with the District must be reviewed, revised and adopted by the School Board or designated investment committee at least annually. The recommended pools are the Lone Star Investment Pool, the TexSTAR investment pool, and the Texas CLASS investment pool which are investment pools in full compliance with the public funds investment act.

Section 2256.010(a) of the Texas Government Codes, as amended, allows an entity to invest its funds and funds under its control in a certificate of deposit(s) issued by a depository institution that has its main office or a branch office in this state if the governing body authorizes investments at that particular depository institution(s) and if the depository institution(s) complies with the requirements outlined in the subchapter.

The recommended depository institutions for investing in certificates of deposits are GECU, First Light Federal Credit Union, and Bank of Texas; however, provided that the certificates of deposit shall not exceed \$250,000 in principal amount (the limit of FDIC or other government insurance coverage of deposits).

The District's Chief Financial Officer shall serve as the District's Investment Officer:

- Norberto Rivas, Chief Financial Officer

APPROVED THIS 11th day of August 2021.

BY: _____
Sandra Licon
Board President

ATTEST: _____
Michelle Garcia
Board Secretary



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

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution approving independent sources for investment training
Date: August 11, 2021

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

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

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

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

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

Resolution Approving Independent Sources for Investment Training

WHEREAS, San Elizario Independent School District (“District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

WHEREAS, the Investment Policy CDA (LOCAL) states the Superintendent or other person as designated by Board resolution shall serve as the investment officer of the District; and

WHEREAS, the Texas Association of School Boards, the Texas Association of School Business Officials, the Texas Local Government Investment Pool, the Lone Star Investment Pool, Texas State University, and various TASBO Affiliates are independent sources that provide investment training sessions relating to investment responsibilities; and

WHEREAS, the Board of Trustees of the San Elizario Independent School District wishes to approve these independent sources of instruction to provide investment training sessions required by Government Code Section 2256.008(a);

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT:

That the Texas Association of School Boards, the Texas Association of School Business Officials, the Texas Local Government Investment Pool, the Lone Star Investment Pool, Texas State University, and various TASBO Affiliates are approved as independent sources of instruction relating to investment responsibilities for the investment officers of the District, as required by Section 2256.008(a), Texas Government Code, as amended.

The District’s Chief Financial Officer shall serve as the District’s Investment Officer:

- Norberto Rivas, Chief Financial Officer

APPROVED THIS 11th day of August 2021.

BY: _____
Sandra Licon
Board President

ATTEST: _____
Michelle Garcia
Board Secretary



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

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution authorizing the purchase of certificates of deposit
Date: August 11, 2021

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

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

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

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

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

Resolution Authorizing the Purchase of Certificates of Deposit

Section 2256.010(a) of the Texas Government Codes, as amended, allows an entity to invest its funds and funds under its control in a certificate of deposit(s) issued by a depository institution that has its main office or a branch office in this state if the governing body authorizes investments at that particular depository institution(s) and if the depository institution(s) complies with the requirements outlined in the subchapter.

The Board of Trustees of the San Elizario Independent School District in accordance with CDA(LOCAL), authorizes the purchase of Certificates of Deposits for a term greater than one year and not to exceed three years.

APPROVED THIS 11th day of August 2021.

BY: _____

Sandra Licon
Board President

ATTEST: _____

Michelle Garcia
Board Secretary



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

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: ECF Application Information for Mobile Hotspots
Date: August 11, 2021

HISTORY:

The FCC's Emergency Connectivity Fund (ECF) is a \$7.17 billion program that will help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period. ECF will help provide relief to millions of students, school staff, and library patrons and will help close the Homework Gap for students who currently lack necessary Internet access or the devices they need to connect to classrooms.

RATIONALE:

The district has provided students with electronic devices; however, the need for internet accessibility at home remains. The current hotspot contract expires in September 2021. Taking advantage of ECF funds will make it possible to keep students using mobile hotspots internet service until June 2022 and help close the homework gap for the next ten months.

BUDGET IMPACT:

The total cost is \$67,200.00 for 420 hotspots that include new hardware and unlimited data services for the next ten months. The total cost is fully reimbursable through the ECF program.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to allow San Elizario ISD to participate in this program and allow students in need to keep receiving internet at home for the next ten months.

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

From: admin@ecfportal.usac.org on behalf of [Emergency Connectivity Fund Admin](#)
To: [Horacio Hernandez](#); [Meza-Chavez, Jeannie](#); [Norberto Rivas](#);
Cc: [Horacio Hernandez](#)
Subject: ECF FCC Form 471 Receipt Acknowledgement Letter for ECF202107353 - SAN ELIZARIO INDEP SCHOOL DIST 142105
Date: Thursday, August 5, 2021 4:07:15 PM

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



ECF FCC Form 471 Receipt Acknowledgement Letter for ECF202107353 - SAN ELIZARIO INDEP SCHOOL DIST 142105

This Receipt Acknowledgement Letter (RAL) is an acknowledgement that USAC has received SAN ELIZARIO INDEP SCHOOL DIST's ECF FCC Form 471 - ECF202107353 for Funding Year 2021 on 08/05/2021. USAC will review your application and reach out with questions as needed. Once your review is complete, USAC will issue a funding decision commitment letter with a funding decision.

NEXT STEPS

- If you have not registered your organization with [SAM.GOV](https://sam.gov) please start the registration process as soon as possible. You must be registered with [SAM.GOV](https://sam.gov) to receive an ECF reimbursement.
- Gather the documentation you used to complete your form so that you can respond to questions.
- Retain documentation showing that you have complied with all rule and EFC program requirements for at least [10] years after the last day of service delivered.
- If your services are yet to be received, please work with your service provider to ensure timely delivery of services.

Please keep a copy of this notification for your records.

You can view your entire ECF FCC Form 471 by clicking the link below.
[ECF202107353](#)

If you have questions, or believe that you received this notification in error, please Contact Us or call the ECF Client Service Bureau at (800) 234-9781 for further assistance. Do not reply to this email because it has been sent from an unmonitored email account. Sincerely, Universal

Service Administrative Co.

NOTE: Please do not reply to this email.

This message has been sent by the ECF Portal.

Note: An ECF FCC Form 471 can be modified by a USAC application reviewer as needed to make changes as allowed under the ministerial and clerical rules.

The information contained in this electronic communication and any attachments and links to websites are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering this communication to the intended recipient, be advised you have received this communication in error and that any use, dissemination, forwarding, printing or copying is strictly prohibited. Please notify the sender immediately and destroy all copies of this communication and any attachments.

CONFIDENTIALITY NOTICE: The information or document(s) included in this e-mail may contain confidential information. All information is intended only for the use of the named e-mail recipient(s). If you are not the named e-mail recipient(s), you are not authorized to read, disclose, copy, distribute, or take any action with regard to the information. Any action other than the delivery to the named recipient(s) is strictly prohibited. As the e-mail recipient, you are not authorized to reveal any of this information to any other unauthorized person and are hereby instructed to destroy the information if no longer needed. San Elizario Independent School District does not discriminate on the basis of race, color, national origin, religion, sex, disability, or age in its programs, activities, or employment.

Date: March 12, 2021

From: Clifton Miller, Director – State & Local Government Contracting (Wireless)

Re: Verizon Distance Learning Service Plan(s) Availability

Dear Sir or Madam –

I am writing to share an important update concerning services Verizon Wireless is providing your schools under Verizon Wireless's Distance Learning offering.

As you know, your organization and Verizon Wireless entered into a Distance Learning agreement ("Agreement") to help address remote learning challenges for kindergarten through 12th grade ("K-12") public school students spurred by the COVID 19 pandemic. Under the Agreement, Verizon Wireless provided a discounted wireless data plan and wirelessly-enabled devices for use by K-12 public school students in your state or locality (as applicable) so your students could continue their education inside and outside of the classroom during the COVID 19 pandemic.

While the Agreement term ("Original Term") may be nearing its end, Verizon Wireless is making the service and devices offered under the Agreement available through June 30, 2022 ("Extended Period"). The terms of the Agreement would continue to apply throughout the Extended Period as they did during the Original Term, including any requirement to maintain a minimum number of active service plans.

I appreciate that you have chosen Verizon Wireless to support your Distance Learning initiatives through the COVID 19 pandemic and hope this extension will provide your schools with the needed flexibility to complete its plan for next year and beyond. Please feel free to contact your Verizon Wireless account representative should you have any questions.

Sincerely,



Director
State & Local Contracting (Wireless)
Verizon Business Group



**VERIZON WIRELESS LIMITED DISTANCE LEARNING
AGREEMENT**

This Agreement (“Agreement”) is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement (“Verizon Wireless”) and Region 4 Education Service Center, having its offices at 7145 West Tidwell Road, Houston, Texas 77092 (“Region 4”) with Verizon Wireless and Region 4 being individually a “Party” and collectively the “Parties.”

Whereas, Region 4’s Distance Learning Initiative is designed to provide wirelessly enabled devices to students in an effort to continue their education inside or outside of the classroom, which will be accomplished through the purchase of wirelessly enabled devices from Verizon Wireless;

Whereas, Region 4 has been charged with purchasing connectivity products and services for the benefit of qualifying Texas Kindergarten through 12th grade public schools (“Texas Schools”) under the 2020-2021 Remote Learning Operation Connectivity-CV19 Grant from the Texas Education Agency and a waiver on the obligation to solicit the products and services through a competitive procurement;

Whereas, Verizon and Region 4 have agreed to the sale and purchase of Verizon distant learning data plans and equipment offerings as further provided in this Agreement;

Whereas, this Products and Services (as defined below) are only being made available to support Region 4’s (and the Texas Schools and Other State Schools) efforts specifically relating to their remote learning initiatives associated with the COVID-19 pandemic

Whereas, Verizon Wireless has agreed to extend favorable terms for the sale of additional Products and Services to Texas Schools; and

Whereas, Verizon Wireless has agreed to extend favorable terms for the sale of Products and Services to qualifying States of Arizona, Colorado, Iowa, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, North Dakota, Nebraska, New Mexico, Ohio, South Dakota, and Wisconsin Kindergarten through 12th grade public schools (“Other State Schools”).

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the parties intending to be legally bound hereto agree as follows:

Definitions:

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment shown in Exhibit A.
3. **Legal Notice:** A formal written communication under this Agreement given by one Party to the other.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The “DISTANCE LEARNING” data service and plan.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, or one (1) year after the Effective Date, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Purchases by Region 4: Region 4 will purchase a minimum of **One Hundred Eighty Nine Thousand Six Hundred Twenty Four** units (service plan for one full year from the date of activation and corresponding equipment) of Products and Services at the price listed in Exhibit A, with the approximate (subject to the need to apply any taxes, regulatory fees, or the like) aggregate sum (“Aggregate Sum”) being **Thirty-Five Million Eighty Thousand Four Hundred and Forty Dollars** (\$35,080,440.00). Payment of the full Aggregate Sum is due no later than thirty (30) days following the Effective. The total number of Products and Services units that may be purchased by Region 4 under ~~the~~ Agreement is one hundred ninety five thousand (195,000), provided, however, for the avoidance of doubt, that this total shall not include purchases made by Texas Schools or Other State

Schools. The Products and Services purchased by Region 4 are for use by Texas Schools, who will be the customers of record, and are subject to the terms of the Authorized User Agreement attached hereto as Exhibit B. Region 4 acknowledges and agrees that the pricing and terms provided to Region 4 and to Texas Schools is conditioned on Region 4 purchasing the Products and Services in the quantities and for the duration indicated above (189,624 data plans extending for 1 year each, and 189,624 corresponding equipment) and the Aggregate Sum being non-refundable. For the avoidance of doubt, the sale and purchase described in this paragraph are final without exception, subject to all rights and remedies available to Texas Schools under the terms and conditions in Exhibit B. Region 4 acknowledges and understands that the retail price for the service plans provided here is \$37.99 per line, per month. Furthermore, the pricing included in Schedule A of this Agreement and Appendix 1 of the Authorized User Agreement will only continue after the first year of this Agreement (if the COVID-19 Emergency is ongoing and the agreement continues) for as long as the Texas Schools and Other State Schools maintain 50,000 unit activations in the aggregate purchased under this Agreement, or the pricing must be moved to a contracted unlimited Data service plan starting at \$37.99 per line, per month. Texas Schools will be required to execute an Authorized User Agreement in a form substantially similar to Exhibit B, including its appendices, before any Products or Services are provided by Verizon Wireless. Verizon Wireless shall be responsible for distributing the Authorized User Agreement and obtaining execution by all applicable Texas Schools. Verizon Wireless acknowledges and agrees that Region 4 shall not be responsible for liabilities of Texas Schools, which will be separately and solely liable for their obligations under the Authorized User Agreements. Any terms or conditions included in a purchase that conflict with or supplement the terms of this Agreement are null and void. Reselling of Products or Services is not permitted, provided, however, for the avoidance of doubt, that the purchase of the Products and Services by Region 4 for the Texas Schools under this Agreement is not a resale of the Products or Services.

Purchases by Texas Schools: During the term of this Agreement, Verizon Wireless will allow Texas Schools to purchase additional Products and Services at the prices listed in Appendix 1 of Exhibit B, subject to executing an Authorized User Agreement and the terms of that agreement. Verizon Wireless acknowledges and agrees that Region 4 shall have no liability whatsoever to Verizon Wireless or the Texas Schools relating in any way to purchases made by the Texas Schools under the terms of this paragraph. Region 4 acknowledges and agrees that Verizon Wireless shall have no liability whatsoever to Region 4 relating in any way to purchases made by the Texas Schools under the terms of this paragraph.

Purchases by Other State Schools: During the term of this Agreement, Verizon Wireless will allow Other State Schools to purchase Products and Services at the prices listed in Exhibit C, subject further to the execution by the Other State Schools and Verizon Wireless of an agreement with mutually agreeable terms. Verizon Wireless acknowledges and agrees that Region 4 shall have no liability whatsoever to Verizon Wireless or the Other State Schools relating in any way to purchases made by the Other State Schools under the terms of this paragraph. Region 4 acknowledges and agrees that Verizon Wireless shall have no liability whatsoever to Region 4 relating in any way to purchases made by the Other State Schools under the terms of this paragraph.

Representations and Warranties: Region 4 represents and warrants to Verizon Wireless that:

1. It is duly organized, validly existing and in good standing under the laws of the State of Texas, and has full power and authority to carry out all the transactions contemplated by this Agreement;
2. It has taken all requisite organization action to approve the execution, delivery and performance of this Agreement;
3. This Agreement constitutes a legal, valid and binding obligation enforceable against Region 4 in accordance with its terms subject only to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity;
4. Neither the execution or the delivery of this Agreement nor the performance of the transactions contemplated by it will conflict with, or result in any violation or default under, any term of any agreement or law by which Region 4 or its actions hereunder are bound; and
5. Any requirement to purchase the Products or Services through competitive solicitation has been duly waived by the appropriate authority.

Acknowledgment of Federal Funds:

The source of all funds pursuant to this Agreement are federal funds made available through the 2020-2021 Remote Learning Operation Connectivity-CV19 grant ("Grant") awarded to Region 4. All obligations under this Agreement for the acquisition of products or services are subject to the terms of the Grant Program Guidelines issued by TEA related to the Grant. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the

expenditure of the Grant funds (“Applicable Laws”). Verizon specifically acknowledges and agrees to all applicable terms contained in the attached EDGAR Certification Addendum, except, however, as regards the Energy Policy and Conservation Act, Verizon Wireless agrees to comply with mandatory standards and policies relating to energy efficiency to the extent that they are contained in the state energy conservation plan and issued in compliance with the Energy Policy and Conservation Act, and only to the extent that such standards and policies apply to the acquisition of commercial wireless products and services available under this Agreement. The Parties Agree that wireless devices to be purchased are not Energy Star or Federal Energy Management Program (FEMP) designated products.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO REGION 4, ITS EMPLOYEES OR AGENTS, OR TO AUTHORIZED USERS, THEIR EMPLOYEES OR AGENTS, FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: Products and Services pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of Products or Services pricing to Texas Schools or Other State Schools is exempt from this Confidentiality provision, provided they are required to comply with this provision.

Assignment: Any assignment requires the Parties’ prior written consent, except that Verizon Wireless may assign this Agreement to any affiliate (with an affiliate being an entity that controls, is controlled by, or is under common control with Verizon Wireless) without the consent of Region 4; provided, however, for the avoidance of doubt, that the purchase of the of the Products and Services by Region 4 for the Texas Schools under this Agreement is not a resale of the Products or Services. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless’s reasonable control.

Notices: Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party’s address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Region 4:
Region 4 Education Service Center
Contact Name: Pam Wells, Ed.D.
Title: Executive Director
7145 West Tidwell Road
Houston, Texas 77092

If to Verizon Wireless:
Verizon Wireless
Director- Contract Mgmt., State & Local Government
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701

Governing Law: Both Parties agree that the laws of the State of Texas shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party’s forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party’s accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Region 4 can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

Region 4 Education Service Center:		Cellco Partnership d/b/a Verizon Wireless	
<small>DocuSigned by:</small>		<small>DocuSigned by:</small>	
Signature: <i>Pam Wells, Ed.D.</i>	Date: 8/3/2020 8:37 PM PDT	Signature: <i>Todd Luccisano</i>	Date: 8/4/2020 8:06 AM PDT
<small>D86F7E223E98420...</small> Printed Name: Pam Wells, Ed.D.		<small>CD86F5319D09460...</small> Printed Name: Todd Luccisano	
Title: Executive Director		Title: Vice President – Contract Management	

Exhibit A
TO EDUCATION CENTER, REGION 4 AGREEMENT
PRODUCTS, SERVICES AND PRICING FOR REGION 4

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning	
Government Liable Subscribers Only on Customer Provided Equipment	
The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	\$10.00
Domestic Data Allowance	Unlimited
<p>NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless’ network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless.</p>	

EQUIPMENT OFFERING(S): All equipment sold by Verizon Wireless under the Agreement must be placed on the above referenced plan.

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device ; or
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device.
- Texas Schools have previously purchased Chromebooks and Tablets, which may be activated under this plan. If additional devices (only Chromebooks, Tablets, or MiFis are allowed) are needed, only equipment purchased from Verizon or from original equipment manufacturers (OEM) may be afforded the pricing under this modification. Devices purchased from OEMs must be certified for use on the Verizon Wireless network.

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon Wireless to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Wireless Account Manager for ordering and implementation.

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization’s internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon Wireless. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
<p>Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.</p> <p>Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.</p> <p>Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.</p>				

Verizon Mobile Device Management (MDM): Government Subscribers Only	
Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Broadband Hotspot Management	\$1.49 / per device per month OR \$15.00 / per device per year

Exhibit B
TO EDUCATION CENTER, REGION 4 AGREEMENT
TEXAS SCHOOLS AUTHORIZED USER AGREEMENT

This Authorized User Agreement (“Authorized User Agreement” or “Agreement”) is dated _____ (“Effective Date”) between Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) and _____, having its principal place of business at _____ (“Authorized User”),

Authorized User is a recipient of, and shall be the customer of record (subject to execution of this Agreement) on, certain products and services described Appendix A hereto (“Products and Services”) purchased by the Texas Education Service Center, Region 4 from Verizon Wireless for qualifying State of Texas kindergarten through 12th grade public schools under that certain agreement between Verizon Wireless and Education Center, Region 4 dated in July 2020 (“Region 4 Agreement”). Authorized User shall not be entitled to receive a refund on any amount prepaid by Region 4 or transfer any prepaid amount to any other product or service.

Authorized User may also purchase additional Products and Services (or continue to receive services purchased by Region 4 beyond the period prepaid by Region 4) at the prices listed herein. As a condition of 1) receiving, and being designated as customer of record for the Products and Services purchased by Region 4, and 2) completing additional purchases of Products and Services, Authorized User acknowledges and agrees to the following terms and conditions.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency in the State of Texas, or one year after the Effective Date, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Scope of Use. Authorized User shall ensure that Products and Services purchased through the Region 4 Agreement and those additional Products and Services purchased under this Agreement will only be used to support public kindergarten through 12th grade schools, and that they are not used for non-educational purposes or access to the open Internet. Verizon Wireless reserves the right to terminate services without liability or right of refund if it is determined that the Authorized User is not a qualifying kindergarten through 12th grade public school within the State of Texas or that the Authorized User is using the Products and Services for non-education purposes or access to the open Internet.

Mobile Device Management. Authorized User is solely responsible for provisioning the Products and Services with a mobile device management software for compliance with the Children’s Internet Protection Act.

Equipment. All equipment purchased from Verizon under this Agreement must be placed on the \$10 Unlimited 4G LTE Data for Tablets, Chromebooks, and Mifi Jetpacks (4G) plan.

No Resale: Absolutely no reselling of Products or Services is permitted.

Authorized Contacts. The individuals listed in the table below have legal authority to complete purchases under this Agreement (“Points of Contact”). Unless Authorized User notifies Verizon Wireless in writing, these Points of Contact will have full authority to handle all matters related to this Agreement. The person signing this Agreement is automatically designated as a Point of Contact.

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email

Authorized User FEIN Number:
Verizon Wireless Sales Representative
Name/Phone/GID:

Purchase of Additional Products and Services. The additional purchase of Products and Services are subject to the following terms in addition to the terms otherwise provided in the Agreement.

Minimum Term: Authorized User will be charged a monthly access of \$10.00 per device, per month, for each month the device is not in service for six (6) months.

Service Plan: All devices must be placed on the \$10 Unlimited 4G LTE Data for Tablets, Chromebooks, and Mifi Jetpacks (4G) plan.

Monthly Bills: Authorized User's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Authorized User monthly, and Authorized User is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Authorized User must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Authorized User's notice.

Payment Terms: Authorized User is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Authorized User fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Authorized User's use of the Product and Service or take action as set forth in the Wireless Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Authorized User for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Authorized User provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Authorized User asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Authorized User will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

Wireless Service Attachment. Use of all Products and Services is subject to the additional terms provided under the Wireless Service Attachment hereto.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO AUTHORIZED USER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF

BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: Products and Services pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law.

Assignment: Any assignment requires the Parties' prior written consent, except that Verizon Wireless may assign this Agreement to any affiliate (with an affiliate being an entity that controls, is controlled by, or is under common control with Verizon Wireless) without the consent of Authorized User. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Verizon Wireless will provide notice of most issues related to Authorized User's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Authorized User's Point of Contact, or via a message with Authorized User's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Authorized User:

Authorized User

Contact Name:

Title:

Address

Address

If to Verizon Wireless:

Verizon Wireless

Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

Governing Law: Both Parties agree that the laws of the State of Texas shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Authorized User can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, any exhibits, schedules, and attachments, supersedes any and all prior agreements and

understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized User to designate the “Authorized Contacts” (as provided above), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized User to the terms and conditions of this Authorized User Agreement.

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

Authorized User:		Cellco Partnership d/b/a Verizon Wireless	
Signature:	Date:	Signature:	Date:
Printed Name:		Printed Name:	
Title:		Title:	

APPENDIX 1
To Authorized User Agreement
PRODUCTS AND SERVICES
For Region 4 and Qualifying Texas K through 12 Public Schools

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning	
Government Liable Subscribers Only on Customer Provided Equipment	
The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	\$10.00
Domestic Data Allowance	Unlimited
<p>NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless’ network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless.</p>	

Authorized User will be charged a monthly access of \$10.00 per device, per month, for EQUIPMENT that does not remain in service for a minimum of six (6) months.

The Data plan pricing provided above will only continue after the first year of this Agreement (if the COVID-19 Emergency is ongoing) for as long as State of Texas kindergarten through 12th grade public schools, and qualified Kindergarten through 12th grade public schools from other states, in each instance, purchasing under a contract created pursuant to, or on the basis of pricing provided in the Region 4 Agreement, maintain 50,000 unit activations in the aggregate under those contracts, or the pricing must be moved to a contracted unlimited Data service plan starting at \$37.99 per line, per month.

EQUIPMENT OFFERING(S):

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device ;
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device;
- Qualifying Texas K through 12 public schools have previously purchased Chromebooks and Tablets, which may be activated under this plan. If additional devices (only Chromebooks, Tablets, or MiFis are allowed) are needed, only equipment purchased from Verizon or from original equipment manufacturers (OEM) may be afforded the pricing under this modification. Devices purchased from OEMs must be certified for use on the Verizon Wireless network.

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon Wireless to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Wireless Account Manager for ordering and implementation.

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization’s internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be

managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon Wireless. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
<p>Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.</p> <p>Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.</p> <p>Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.</p>				

Verizon Mobile Device Management (MDM): Government Subscribers Only	
Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Broadband Hotspot Management	\$1.49 / per device per month OR \$15.00 / per device per year

APPENDIX 2
To Authorized User Agreement
WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Authorized User hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Authorized User and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Authorized User's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

- 1. Definitions:** The definitions in the Authorized User Agreement are incorporated herein by reference.
- 2. Line Term and Termination**
 - 2.1. Failure to Pay:** If Authorized User fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Authorized User's M2M Lines or deny any new line activations.
 - 2.2. Termination of Agreement:** Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice
- 3. Rates and Charges:** The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Authorized User selects for each line. Verizon Wireless may offer Authorized User custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Authorized User directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Authorized User changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Authorized User will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.
- 4. Equipment**
 - 4.1. Equipment Purchased from Verizon Wireless:** Authorized User may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Authorized User must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt. Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Authorized User paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.
 - 4.2. Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to Authorized User, and acceptance occurs, when Authorized User receives the Equipment at the address designated on an order. Verizon Wireless may charge Authorized User for shipping. Verizon Wireless will ship Equipment to Authorized User within five business days of receipt of an order, subject to availability. Authorized User may exchange any Equipment or return it for a refund within 30 days from acceptance.

- 4.3. Equipment Purchased from Original Equipment Manufacturer (OEM):** Authorized User may activate Equipment that Authorized User purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when Authorized User activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Authorized User's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Authorized User does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Authorized User will be responsible.
- 4.4. Only Equipment purchased from Verizon Wireless or directly from OEMs may be placed on the Data Plan.**
- 4.5. Lost or Stolen Equipment:** If Authorized User loses Equipment or it is stolen, Authorized User may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Authorized User is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.
- 5. Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Authorized User must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Authorized User's lines that are in a fixed location must always be within the areas served by our owned and operated network.
- 6. Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Authorized User uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Authorized User shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Authorized User can port a MTN to another carrier, but Authorized User does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Authorized User under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.
- 7. No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Authorized User cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Authorized User provides to its own customers or to any third parties. No third party, including Authorized User's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Authorized User's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Authorized User violates this section.
- 8. DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, AUTHORIZED USER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO AUTHORIZED USER BY THE EQUIPMENT MANUFACTURER.

Exhibit C
TO EDUCATION CENTER, REGION 4 AGREEMENT
PRODUCT AND SERVICES DESCRIPTION AND PRICING FOR
OTHER STATE SCHOOLS

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning	
Government Liable Subscribers Only on Customer Provided Equipment The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	\$15.00
Domestic Data Allowance	Unlimited
<p>NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless’ network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless.</p>	

Other State Schools will be charged a monthly access of \$15.00 per device, per month, for each month the equipment is not in service for a minimum of six (6) months.

Scope of Use. Other State Schools shall ensure that Products and Services will only be used to support public kindergarten through 12th grade schools, and that they are not used for non-educational purposes or access to the open Internet. Verizon Wireless reserves the right to terminate services without liability or right of refund if it is determined that Others State Schools are not a qualifying kindergarten through 12th grade public school within the subject state or that Other State Schools are using the Products and Services for non-education purposes or access to the open Internet.

Mobile Device Management. Other State Schools are solely responsible for provisioning the Products and Services with a mobile device management software for compliance with the Children’s Internet Protection Act.

Equipment. All equipment purchased from Verizon under this Agreement must be placed on the \$15 Unlimited 4G LTE Data for Tablets, Chromebooks, and Mifi Jetpacks (4G) plan.

No Resale: Absolutely no reselling of Products or Services is permitted.

EQUIPMENT OFFERING(S):

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device ;
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device;
- If additional devices (only Chromebooks, Tablets, or MiFis are allowed) are needed, only equipment purchased from Verizon or from original equipment manufacturers (OEM) may be afforded the pricing under this modification. Devices purchased from OEMs must be certified for use on the Verizon Wireless network

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon Wireless to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Wireless Account Manager for ordering and implementation.

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization’s internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon Wireless. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			
<p>Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.</p> <p>Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.</p> <p>Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.</p>				

Verizon Mobile Device Management (MDM): Government Subscribers Only	
Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Broadband Hotspot Management	\$1.49 / per device per month OR \$15.00 / per device per year

**Asavie Moda
Government Distance Learning Customers Only**

The price below reflects the monthly access discounts. No additional discounts apply.

Description	SKU Name	Plan ID	Minimum Order Quantity	Annual	Monthly
¹Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual)	1+	\$42.00	\$3.50
		677971 (Monthly)			

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

¹Asavie Moda for MPN Gov Customers – **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <https://support.moda.us.asavie.com/About/eulagreement-government.htm>. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

Texas Quote Form

Distance Learning Program for K-12 Public Schools1

Verizon Representative

Minerva DeSchepper

minerva.deschepper@vzw.com

915-497-8300

Participating School District or School Name: San Elizario ISD

Point of contact: Horacio Hernandez

Title: IT Director

Email: horacioh@seisd.net

Phone: (915) 872-3935

Billing Information

Attention to: Horacio Hernandez

Street: 200 Herring Rd.

City: San Elizario

State: Texas

ZIP: 79849

Shipping Information

Attention to: Horacio Hernandez

Phone: (915) 872-3935

School District/Dept: San Elizario ISD/ Technology Dept.

Street: 200 Herring Rd.

City: San Elizario

State: Texas

ZIP: 79849

Equipment	Quantity	Unit cost	Total cost
Orbic Speed Mobile Hotspot or comparable device	420	\$60.00	\$ 25,200.00
8800L Mobile Hotspot or comparable device			\$ 0.00
Total equipment cost	420		\$ 25,200.00

Service plan	Quantity	Unit cost	Total cost
Unlimited Data for tablets and MiFi (per month) • Unlimited 4G LTE data within the United States • Data speeds may be deprioritized (not "throttled") in times of network congestion	420	\$10.00	\$ 4,200.00
Total service plan cost for six months* (Additional charges, taxes, fees, and surcharges may apply.)			\$ 25,200.00
Total service plan cost for ten months* (Additional charges, taxes, fees, and surcharges may apply.)			\$ 42,000.00

*The service plan requires a minimum of six months of billed service per line.

Optional features	Quantity	Unit cost	Total cost
Verizon Mobile Device (Broadband Hot Spot) Management (per month)	420	\$0.00	\$ 0.00
Total optional features cost for six months			\$ 0.00
Grand total cost for six months – Equipment, service plan & optional features * (Additional charges, taxes, fees, and surcharges may apply.)			\$ 50,400.00
Grand total cost for ten months – Equipment, service plan & optional features * (Additional charges, taxes, fees, and surcharges may apply.)			\$ 67,200.00



¹ This program is based on an agreement between Verizon Wireless and Region 4 Service Center executed on August 4, 2020. Equipment and Service Plan pricing provided above must be kept 100% confidential and not released publicly in any manner. © 2021 Verizon.



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

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Rogelio Segovia, Associate Superintendent
Subject: Memorandum of Understanding – El Paso Community Action Program Project BRAVO, Inc.
Date: August 11, 2021

HISTORY:

Project BRAVO was established in 1965. This organization tries to maximize resources to help improve the quality of life for economically disadvantaged residents of El Paso County (projectbravo.org, 2000).

RATIONALE:

This partnership will allow Project Bravo to provide services such as utility assistance and weatherization to eligible community members.

BUDGET:

There is no budget impact.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends the Board of Trustees approve the Memorandum of Understanding with El Paso Community Action Program Project BRAVO, Inc.

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

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

Memorandum of Understanding

Between

El Paso Community Action Program Project BRAVO, Inc.

and

San Elizario Independent School District

I. Purpose and Scope

The purpose of this MOU is to clearly define the roles and responsibilities of each party as they relate to El Paso Community Action Program Project BRAVO, Inc. ("Project BRAVO") programs and services and referral to the Fabens, Clint, San Elizario, Socorro, Tornillo, and surrounding communities. This MOU is a collaboration of Project BRAVO, and the San Elizario Independent School District Excell Academy (or the "District").

In particular this MOU is intended to:

Enhance services provided in the outer counties of El Paso, increase accessibility of services, and minimize barriers to accessing these services in the outline areas of the community.

II. El Paso Community Action Program Project BRAVO, Inc. Responsibilities under this MOU

Project BRAVO shall undertake the following activities:

- Provide programs and services (ex. utility assistance, weatherization) offered by Project BRAVO to eligible clients per Project BRAVO policies.
- Provide one to two staff members to conduct intakes and help clients access Project BRAVO services and referrals to other programs.
- Promote confidentiality concerning clients.
- Ensure that the phone, fax, copier, and internet are used to provide client services only.
- Inform clients of Excell Academy services by providing informational materials.
- Client records will be maintained per Project BRAVO policies and procedures by Project BRAVO staff.
- Community Services Manager will supervise all activities with Project BRAVO staff.
- Project BRAVO will install internet services in their assigned office space.
- Staff will comply with building policies (ex: park in employee area).

III. San Elizario Independent School District Excell Academy Responsibilities under this MOU

San Elizario Independent School District Excell Academy shall undertake the following activities:

- Provide office space for one to two Project BRAVO staff, desk, phone and access to internet, fax, and copier.
- Allow Project BRAVO access to install internet service in their office.
- Provide Project BRAVO staff parking stickers.
- Agree to adhere to the confidentiality of Project BRAVO clients and client files.

IV. Timeline

It is mutually understood and agreed by and between the parties that:

Responsibilities under this Memorandum of Understanding would coincide with the period, anticipated to be July 1, 2021 through June 30, 2022 . Either party may terminate this agreement without fault, and with or without cause, by providing 30-day written notice. This MOU will be reviewed and renewed based on grant funding each grant-funded year.

V. Funding

This MOU does not include the reimbursement of funds between the two parties.

VI. Legal Requirements

Any employees or subcontractors having access to district locations must submit to a criminal background check as required by Texas law. Project BRAVO shall certify that criminal background search records have been completed and that none of its employees or subcontractors have been convicted of a felony, or misdemeanor involving moral turpitude, or of any crime involving harm to a child.

The criminal background checks must be performed before any new employee or subcontractor is permitted to enter District property and at least annually for all employees or subcontractors providing services under this Agreement. Project BRAVO shall provide the District with copies of said criminal background checks within twenty-four (24) hours of written demand for same. The District shall be the final arbiter of what constitutes a "location where students are regularly present."

Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code.

The Parties agree that each shall be responsible for funding the obligations and work to be performed by that party. This Agreement is specifically contingent on

approval by the governing Board of each Party and shall be null and void if such funding is not approved for any term of the Agreement.

Any additional or expanded services falling within the scope of this Agreement, including the costs thereof, which are mutually agreed to by the parties shall be implemented by a written amendment signed by both Parties. Any associated billing and payment process and schedules shall be specified in the authorizing written amendment.

VII. Relationship between Project BRAVO and San Elizario ISD

In the performance of this Agreement, it is mutually understood and agreed that Project BRAVO and its employees are at all times acting and performing as independent service providers. Nothing contained herein shall be construed as creating the relationship of employer and employee between Project BRAVO and the San Elizario ISD. Project BRAVO hereby acknowledges that its personnel are independent of the San Elizario ISD and nothing in this MOU shall be deemed to create employment, agency, joint venture, partner or any other arrangement between Project BRAVO and the San Elizario ISD.

The District shall neither have nor exercise any control or direction over the specific methods or judgment by which Project BRAVO provides services to students or in connection with any Project BRAVO program. This agreement does not create an employment relationship between Project BRAVO employees and the District. The District shall not be liable in any way for any compensation, wages or expenses of Project BRAVO personnel in connection with providing services to the students participating in any Project BRAVO program. Project BRAVO personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of Project BRAVO.

VIII. No Third-Party Beneficiary

Nothing in this agreement is intended to or does operate to create any third-party beneficiary rights.

IX. Sovereign Immunity

Project BRAVO and the District stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Nothing herein shall be construed to be a waiver of sovereign immunity or similar rights and its rights under the Texas Tort Claims Act by any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. No provision of this Agreement that imposes an obligation or restriction on the District not permitted by applicable law shall be enforceable.

X. Notice

Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested postage prepaid and addressed to the appropriate party at the following address or to any other person or address as may be designated in writing by the Parties.

For El Paso CAP Project BRAVO, Inc.:
Executive Director
Laura Ponce
2000 Texas Ave.
El Paso, TX 79901

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

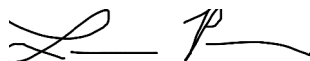
XI. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie in El Paso County, Texas.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter. No modifications or amendments of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

This MOU shall be effective upon the signature of both parties' authorized officials named below.



Laura Ponce

Executive Director
El Paso CAP
Project BRAVO, Inc.

Superintendent
San Elizario Independent
School District

Date: _ _ _ _ _

Date: _ _ _ _ _



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

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Rogelio Segovia, Associate Superintendent
Subject: CFES Brilliant Pathways, Region 19 & SEISD Memorandum of Understanding
Date: August 11, 2021

HISTORY:

CFES Brilliant Pathways is an international non-profit that has helped over 100,000 students in both urban and rural areas become college and career ready since 1991. The CFES program places an emphasis on college and career readiness through a framework that allows schools to customize the implementation of three core practices: mentoring, essential skills and pathways to college and career. Through grants funds provided by the Texas GEAR UP: Beyond Grad program through the Texas Education Agency (TEA), CFES will work with ESC 19 and San Elizario ISD and students at San Elizario High School starting in the 2020-2021 academic year.

RATIONALE:

This program provides two key opportunities to expand advising services in schools serving a high proportion of economically disadvantaged students:

Opportunity 1: Expand the geographic region of effective CCR advising programs beyond urban areas to schools including San Elizario High School.

Opportunity 2: Support innovative program models that increase the capacity of CCR advising organizations to reach and effectively serve all students, beginning in 9th grade or earlier.

CFES will help students benefit from these opportunities through the use of the Brilliant Pathways School of Distinction model (where schools deliver CFES practices and processes to *all* students and are evaluated using rubrics that have a proven record of success. The plan centers on three core practices – interactions and activities critical to college and career readiness success:

BUDGET:

CFES hires a CCR Adviser to serve San Elizario High School students during the school year. This position is fully funded by the Texas GEAR UP: Beyond Grad grant.

ADMINISTRATIVE RECOMMENDATION:

The administration recommends that the Board of Trustees approve the CFES Brilliant Pathways, Region 19 and SEISD memorandum of understanding.

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

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

CFES Brilliant Pathways Memorandum of Understanding
among
CFES Brilliant Pathways, San Elizario High School, and the Texas Education Agency

Parties

RO
This is a Memorandum of Understanding (“MOU”) among CFES Brilliant Pathways (“CFES”), San Elizario Independent School District (hereafter referred to as “San Elizario ISD” and/or the “high school”), and the Texas Education Agency (“TEA”) relating to the Texas GEAR UP CCR Advising Grant (hereafter referred to as “Texas GEAR UP” or as “the partnership”).

San Elizario ISD and/or the high school is understood, for the purposes of this MOU, to include:

San Elizario High School

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

Statement of Purpose and Services to be Performed

CFES Brilliant Pathways is an international non-profit that has helped over 100,000 students in both urban and rural areas become college and career ready since 1991. The CFES program places an emphasis on college and career readiness through a framework that allows schools to customize the implementation of three core practices: Mentoring, Essential Skills and Pathways to College & Career. Through grant funds provided by TEA, CFES will work with students at San Elizario High School starting in the 2019-2020 academic year.

TEA has identified two key opportunities to expand advising services in schools serving a high proportion of economically disadvantaged students:

Opportunity 1: Expand the geographic region of effective CCR advising programs beyond urban areas to schools including San Elizario High School.

Opportunity 2: Support innovative program models that increase the capacity of CCR advising organizations to reach and effectively serve all students, beginning in 9th grade or earlier.

CFES will help students benefit from these opportunities through the use of the Brilliant Pathways School of Distinction model (where schools deliver CFES practices and processes to *all* students and are evaluated using rubrics that have a proven record of success. The plan centers on three core practices – interactions and activities critical to college and career readiness success:

Core Practice: Mentoring

Mentors share first-hand experiences, offer support in overcoming challenges and advise CFES Scholars in the college and career readiness realm. Mentors include peers, college students, educators and community members.

Core Practice: Essential Skills™

At a time when technology is upending traditional careers, students need more than job skills to be ready for a world of exponential change. The Essential Skills are an intrinsic part of that readiness process:

- Goal setting – Identifying what you want, and how you can achieve it.

- Teamwork – Collaborating with others to reach a common goal.
- Leadership – Taking charge of your future and helping your peers do the same.
- Agility – Adapting and responding to changing circumstances.
- Perseverance – The determination to overcome challenges to achieve your goals.
- Networking – The art of turning an acquaintance into a supporter.

Core Practice: Pathways to College & Career

College is critical to breaking the poverty cycle, but a diploma alone doesn't guarantee success. Through partnerships with businesses, colleges and universities, and access to our curricular resources, we help students identify interests and develop a pathway that turns interests and passions into a career pathway. CFES Scholars learn about the college admission process, paying for college and other aspects of higher education. Scholars explore college and career pathways by using CFES-developed resources and tools, including our Brilliant Careers app (a web-based interactive career exploration tool) and Scholar Map (a graphic organizer designed to help students identify steps to achieve college and career readiness goals).

One of the purposes of this MOU is to provide and appoint a College and Career Readiness Advisor to support the CFES Program Director, San Elizario students, families and educators involved in college and career readiness.

CFES, San Elizario ISD, and TEA agree to the following three main goals/aims of the CCR Advisor during the project:

1. Work collaboratively with the CFES Program Director and San Elizario students, families and educators involved in college and career readiness.
2. Implement the three core practices of CFES: Essential Skills, Mentoring and Pathways to College & Career to help achieve all Texas GEAR UP goals.
3. Record and maintain service activity data and submit monthly progress reports to program director documenting progress and outcome data.

An additional purpose of this MOU is to set forth the terms and conditions under which San Elizario ISD will permit CFES to access and/or otherwise use student record data, which contains Personally Identifiable Information ("PII"), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g (such PII is herein referred to as "FERPA Data"). San Elizario ISD's disclosure of FERPA Data to CFES will be for the purposes of (1) CFES and San Elizario ISD conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 ("the Audit and Evaluation exception") and (2) the CCR Adviser performing an institutional service or function for which San Elizario ISD would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) ("the School Officials Exception").

CFES Brilliant Pathways agrees to the following terms during the project:

1. Identify, recruit, and appoint one CCR Adviser to serve at the high school identified herein for an average of 40 hours per week for the period of August 2, 2021 – June 17, 2022.
2. Provide necessary and ongoing training, support, and professional development that will allow the CCR Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.

- RJ
3. Have the CCR advisor attend the CFES National Conference virtually if on-site is not viable in October along with 400 school superintendents, principals, teachers and other K-12 and college leaders from 30 states for two days of professional development workshops, featured speakers, and networking.
 4. Conduct two trainings—one in winter, the other in spring—at the CFES Center in Essex, NY or virtually for CCR advisor to continuously improve their skills and build CCR knowledge with other CCR advisors from around the country.
 5. Provide ongoing assistance to the implementation team through regular communication, evaluation, resource development.
 6. Provide opportunities to interact with college admissions and financial aid counselors, students, staff, and faculty.
 7. Provide curricular resources to CCR advisors and implementation teams that focus on Mentoring, Essential Skills, and Pathways to College & Career.
 8. Provide opportunity for each school to be nationally recognized as a CFES School of Distinction.
 9. Provide access to CFES Alumni Network and National Advisory Board for graduates.
 10. Train students as near peer CCR advisors and mentors: 11th and 12th graders will mentor 9th and 10th graders who, in turn, will mentor middle schoolers.
 11. Build capacity and sustain the program by creating a college going culture in the high school and associated families and communities by increasing college and financial aid knowledge among families and helping schools implement high-impact strategies that move low-income students out of poverty.

Outcome Metrics: CFES will adopt the GEAR UP outcome metrics for this project

- 90% of high school students will be assigned a mentor.
- 90% of high school students will receive at least one comprehensive, individualized college and career counseling session.
- 50% of priority students will attend at least one college visit (virtual or on-campus).
- 15% of all high school students will attend at least one summer program (academic acceleration, enrichment, college exploration, etc.).
- 50% of all high school parents will receive at least one individualized college and career counseling session.
- 85% of tenth graders will take the PSAT or ACT Aspire exam.
- 85% of eleventh graders will take the SAT or ACT.
- By the end of the 3-year cycle, at least 85% of 12th grade students will complete at least three college applications.
- 85% of seniors will complete the FAFSA and TASFA.
- 60% of high school students will enroll in postsecondary education in the fall after high school graduation. 40% of the enrolled students will matriculate to a four-year college.

A critical component of aiding low-income students is deploying student advocates – volunteers from businesses, civic organizations, and colleges – as mentors, role models, and college & career readiness advisors. A significant responsibility of the CCR advisor, supported by CFES program directors, will include recruiting and training volunteer mentors to serve all students at assigned schools.

The San Elizario ISD and/or high school agrees to the following terms during the project:

1. Welcome the assigned CCR Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.

RD

2. Establish and maintain clear lines of communication with the CCR Adviser and the Program Director in regards to staff policies, procedures, and expectations with which the CCR Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the CCR Adviser's primary resource and advocate within the high school, facilitating the CCR Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of CFES and the GEAR Up grant (c) work with the Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period (e) engage in frequent dialogue with the Program Director around strategic collaboration and to assess progress towards the goals; (f) serve as the main liaison between the principal of the high school and the Program Director, meeting at least twice a month to review the partnership and ensure that its goals are being met.
4. Identify and recruit students, parents, teachers and administrators to serve on the implementation team
5. Work with CFES to recruit and hire quality candidates to serve as CCR advisors.
6. In collaboration with the team and CCR advisor, implement school-wide initiatives that promote a college-going culture and support the achievement of GEAR UP objectives.
7. Work with the implementation team and CCR advisor to ensure time, space, and transportation is available for mentoring, college visits, college entrance exams, etc.
8. Communicate with implementation team when there is a need for modifications to the implementation plan to better meet the needs or constraints of the school.
9. Advocate for the success of the CCR advisors and the CFES Brilliant Pathways model.
10. Allow other Texas schools to visit and learn about/observe implementation.

Purpose and Description of Program Evaluation to be Conducted

1. To determine the efficiency and success of the CFES program, it shall be evaluated on an ongoing basis by CFES, San Elizario ISD and TEA. The results of the evaluation may be used to, among other things, improve and modify the program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:
 - comprehensive compilation and analysis of direct outcomes for the program
 - identification of success factors that contribute to increased college-going rates and improved school morale
 - CFES collects data from each school on factors such as Essential Skill development, declaration of intent to attend college, college and career knowledge and specifically for grade 12 students: graduation rates, college going and scholarships/financial aid attained. Experience factors are measured through student surveys, site visits, and focus groups with students and educators. Additionally, CFES professionals who work with school-based teams and Scholars provide semiannual reports to the CFES office, based on site visits and virtual connections.
2. For the purpose of carrying out the evaluation, FERPA Data may need to be collected by the San Elizario ISD and/or high school and disclosed to CFES as further described in the "FERPA Compliance" provision within this MOU.

FERPA Authorized Representatives and Adviser Serving as School Official

RD

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The San Elizario ISD and/or high school, a local educational authority, hereby designates CFES, including its employees, as its authorized representatives under FERPA.
3. CFES, as an authorized representative of San Elizario ISD, shall have access to the student education records of students at the high school pursuant to the policies and restrictions identified in the "FERPA Compliance" provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser's role as a school official for the San Elizario ISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

FERPA Compliance

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA
2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

Term of MOU

This MOU begins August 2, 2021 and shall terminate on June 17, 2022.

Legal Compliance and Right to Audit

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, or any successor agency, as well as any external auditors selected by the State Auditor's office, or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

No Third-Party Beneficiaries:

This MOU does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. Nothing in this MOU is intended to nor shall it operate to confer any third party beneficiary rights in favor of any person or entity.

Applicable Law

This MOU shall be governed by the laws of the State of Texas.

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Trademark

The Parties certify and acknowledge that the CFES Brilliant Pathways® and the Essential Skills® word marks and logos are the trademarks or registered trademarks of CFES. The San Elizario ISD are responsible for including the trademark registration notice (®) on the trademarks.

Amendments

This MOU may be modified only by written amendment executed by the Parties hereto.

Termination or option to individually opt out of program participation

The Parties, by written notice may immediately terminate this MOU for cause if any of the other Parties fail to comply fully with any term or condition of this MOU, through no material fault of their own. The Parties may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Parties are unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

CFES Brilliant Pathways

San Elizario ISD

Name: 

Name: _____

Title: CEO + president

Title: _____

Date: 7-27-21

Date: _____



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

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Support Services Director
Subject: Consider and possible Board Action on Lease Agreement Renewal between San Elizario ISD and Organizacion Progresiva of San Elizario
Date: August 11, 2021

HISTORY: The current lease agreement between San Elizario Independent School District and Organizacion Progresiva is in effect, it began on September 1, 2020, and will end on August 31, 2021 (one-year term). Organizacion Progresiva is a non-profit organization that benefits the community of San Elizario. The non-profit organization houses San Elizario's local food bank. The food bank intends to continue dispensing food on a regular basis, since the COVID-19 conditions have improved. Typically, it is done every Thursday. The building is located at 1444 Main Street, adjacent to the Alarcon Ball Park.

RATIONALE: If approved, Organizacion Progresiva of San Elizario will continue to operate the local food bank and benefit the community of San Elizario.

BUDGET IMPACT: Minimal impact on the budget, the Alarcon Ball Park water fountains and restrooms, which the community and students use at the park, hook up to the plumbing system of the Progresiva building thus sharing the water meter. Organizacion Progresiva uses a minimal amount of water.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees approve the renewal lease agreement between San Elizario ISD and Organizacion Progresiva of San Elizario.

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

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

LEASE

This Lease is made between the SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT ("Lessor") and ORGANIZACION PROGRESIVA OF SAN ELIZARIO ("Lessee") as of the 11th day of August, 2021.

- 1) Property.** Lessor hereby leases and demises to Lessee the real property and building being municipally numbered as 1444 Main Street, San Elizario, Texas and being more fully described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").
- 2) Term.** The Term of this Lease shall be one (1) year commencing on the 1st day of September, 2021 and concluding on the 31st day of August, 2022 unless sooner terminated by reason of any other provision of this Lease.
- 3) Rent.** Lessee shall pay as Rent to Lessor the sum of TEN DOLLARS (\$10.00) per year in advance during the Term of this Lease.
- 4) Use.** The Property shall be used and occupied by Lessee solely for the furtherance of the purposes and mission of Lessee, and for the benefit of the citizens of San Elizario. The Property may be used for no other purpose without the prior written consent of Lessor. The Property may not be used for the conduct of any for profit business.
- 5) Renovation, Remodeling and Improvements.** Lessee is specifically authorized to renovate, remodel and improve the Property necessary for Lessee's proposed use of the Property, at Lessee's sole cost and expense. All such improvements shall be made in conformance with applicable laws and building codes and good construction practices.
- 6) Repair and Maintenance.** Lessee shall maintain and repair, at its sole cost and expense, the Property and all improvements constructed therein in good condition and repair, except in the event of damage or destruction by fire or other casualty loss as provided by paragraph 16 hereof.
- 7) Utilities.** Lessee shall be responsible for obtaining and paying for all utility connections necessary to operate the Property and the payment of all deposits and charges for utilities consumed.
- 8) Taxes.** In the event any real estate taxes or ad valorem taxes become due on the Property, Lessee shall be solely responsible for paying all such taxes.

9) Insurance. Lessee shall obtain and maintain, during the term of this Lease, fire and extended casualty insurance for the full insurable value of the Property. Lessee shall also obtain and maintain during the term of this Lease general liability insurance, covering such risks as Lessor and Lessee may be liable under the laws of the State of Texas. Such general liability insurance shall name Lessor as an additional insured. Lessee shall provide Lessor a certificate of insurance or insurance policy evidencing such insurance coverage.

10) Default. In the event Lessee shall fail to perform or observe any provision of this Lease and fail to remedy same within ninety (90) days after written notice by Lessor, such failure shall constitute a default under this Lease. Upon default, Lessor shall have the right and option to exercise any and all rights and remedies authorized by law.

11) Compliance with Law. Lessee shall comply with all applicable laws, rules and regulations and ordinances with respect to the use of the Property.

12) Indemnification. Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, demands, liability or expenses arising from or related to the use or occupancy of the Property, and occurrence in, upon or at the Property, any act by Lessee, its agents, representatives, invitees or other persons on the Property with the acquiescence or consent of Lessee, or arising out of any breach of the Lease. In the event Lessor shall, without fault on its part, be made a party to any litigation brought against Lessee or arising from Lessee's use and occupancy of the Property, then Lessee shall protect and hold Lessor harmless and pay all costs and expenses incurred or paid by Lessor or in connection with litigation, which shall include reasonable attorney's fees, expert witness fees and other reasonable fees incurred by Lessor in enforcing the provisions of this Lease or defending itself against any claim arising hereunder.

13) Lessor's Nonliability. Neither Lessor, nor Lessor's Board of Trustees, employees or agents shall be liable for, and Lessee hereby waives, all claims for damages sustained by Lessee resulting directly or indirectly from any act or omission of any person in and about the Property or resulting from Lessee's use of the Property.

14) Termination of Lease.

a) **By Lessor.** If Lessor shall need the Property for school purposes, prior to the end of the term of this Lease, Lessor shall have the right to terminate this Lease upon giving 90 days' notice of termination.

b) **By Lessee.** Lessee shall have the right to terminate this Lease at any time upon 90 days' notice in the event Lessee shall determine that the Property is not suitable for its use. Upon such termination, Lessee shall be entitled to remove any personal property and

other movable improvements from the Property. Any permanent buildings or improvements, which cannot be moved, shall remain with the Property and shall become the property of Lessor or shall be sold to condemning authorities under threat of condemnation. This Lease shall terminate on the date possession of the Property is taken, to the extent that such Property is taken. If less than all of the Property is taken, and the remaining portion of the Property is usable for Lessee's intended purpose, the Lease shall continue. If all of the Property is taken or such amount as to make the Property unusable for Lessee's intended purpose, this Lease shall terminate. In the case of any taking, Lessor shall be entitled to receive the entire award.

15) Damage or Destruction. In the event the Property or any portion thereof shall be damaged by fire, windstorm or other casualty, Lessor shall have the option to rebuild or repair the Property in as good a condition as the Property was in prior to such damage or destruction. Should Lessor elect to repair or rebuild, Lessor shall, within thirty (30) days after receipt of notice of such casualty, notify Lessee of its intention and the estimated date of completion. In the event Lessor shall elect not to rebuild or repair the property, Lessor shall notify Lessee within thirty (30) days following date Lessor is notified of the casualty, in which event this Lease shall terminate as of the effective date of Lessor's notice.

16) Miscellaneous.

a) **Assignment Prohibited.** This Lease may not be assigned nor may any portion of the Property be subleased without the prior written consent of Lessor.

b) **Entire Period.** This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements or understandings, whether written or oral, respecting the subject matter hereof.

c) **Notices.** Any notice required hereunder to be given, shall be given in writing either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the address of the parties set forth below.

Lessor
San Elizario Independent School District
P.O. Box 920
San Elizario, Texas 79849

Lessee
Organizacion Progresiva de San Elizario
P.O. Box 423
San Elizario, Texas 79849

d) **Attorney's Fees.** In the event either party to this Lease is required to employ attorneys to enforce and protect its rights under this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the prevailing party.

e) **Counterparts.** This Lease is being executed in multiple counterparts each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

By: _____
SANDRA E. LICON
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

MICHELLE GARCIA
SECRETARY, BOARD OF TRUSTEES

LESSEE

ORGANIZACION PROGRESIVA DE SAN ELIZARIO

By: _____
Name: _____
Title: _____



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

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: Interlocal Agreement Addressing Barriers to Broadband Adoption
Date: August 11, 2021

HISTORY:

High-speed internet access is an essential 21st century infrastructure in a digital world and is vital to successful learning and workforce preparation functions and services. As a result of the pandemic, high-speed internet availability has become increasingly critical in teaching and learning. The lack of home internet access disproportionately impacts disadvantaged communities, including low-income and minority populations.

RATIONALE:

The purpose of this agreement will define the cooperative and mutually beneficial relationship among the participants. Participants under this agreement seek to achieve the goal of connecting all households in El Paso County with a minimum of 25 Mbps download and 3Mbps upload speeds, the minimum standard for broadband as defined by the FCC. The parties plan to achieve this shared initiative through collaborative activities among participants.

BUDGET IMPACT:

There is not a budgetary impact at this time.

ADMINISTRATIVE RECOMMENDATION:

The Administrative recommendation is for the Board of Trustees to approve this interlocal agreement to participate and pursue the goal of providing households in our San Elizario community with broadband connectivity.

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

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT –
ADDRESSING BARRIERS TO
BROADBAND ADOPTION**

This Interlocal Agreement (“Agreement”) is made this _____ day of _____, 2021 (“Effective Date”), by and between the **CITY OF EL PASO** (“City”), the **COUNTY OF EL PASO** (“County”), the **ANTHONY INDEPENDENT SCHOOL DISTRICT** (“Anthony ISD”), the **CANUTILLO INDEPENDENT SCHOOL DISTRICT** (“Canutillo ISD”), the **CLINT INDEPENDENT SCHOOL DISTRICT** (“Clint ISD”), **EL PASO INDEPENDENT SCHOOL DISTRICT** (“El Paso ISD”), the **FABENS INDEPENDENT SCHOOL DISTRICT** (“Fabens ISD”), the **SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT** (“San Elizario ISD”), the **SOCORRO INDEPENDENT SCHOOL DISTRICT** (“Socorro ISD”), the **TORNILLO INDEPENDENT SCHOOL DISTRICT** (“Tornillo ISD”), and the **YSLETA INDEPENDENT SCHOOL DISTRICT** (“Ysleta ISD”), political subdivisions of the State of Texas (collectively “Participants”), acting by and through their respective signatories.

RECITALS

WHEREAS, pursuant to and under the authority of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, the Participants desire to enter into an intergovernmental agreement to perform governmental functions and services; and

WHEREAS, high-speed internet access is an essential 21st century infrastructure in a digital world and is vital to successful learning and workforce preparation for all students; and

WHEREAS, the COVID-19 pandemic caused a near-total shutdown of the U.S. school system, forcing _____ students in El Paso County to transition to home-based remote learning; and

WHEREAS, as a result of the pandemic, high-speed internet connectivity and the availability of computing devices have become increasingly critical teaching and learning tools for academic achievement; and

WHEREAS, the lack of home internet access disproportionately impacts disadvantaged communities, including low-income and minority populations; and

WHEREAS, nearly one in every five residents of El Paso County live below the poverty line and approximately four in five identify as Hispanic or Latino; and

WHEREAS, the Participants recognize that closing the digital divide is critical to the economic prosperity and quality of life for El Paso County residents and students; and

WHEREAS, the Participants desire to partner to achieve the goal of connecting all households in El Paso County with a minimum of 25 megabits per second (Mbps) download speed and 3 Mbps upload speed, the minimum standard for broadband as defined by the Federal Communications Commission; and

WHEREAS, the Participants plan to achieve this goal through collaborative activities that will address primary barriers to broadband adoption in El Paso County, including but not limited to: 1) hardware and service affordability; 2) user capability and digital literacy; and 3) necessary infrastructure investment; and

WHEREAS, the results of increased access to broadband across the County will not only have a positive impact on education at all levels, but will also improve access to healthcare, enhance public safety, and promote economic development;

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the Participants hereto agree as follows:

SECTION 1. PURPOSE

- A. **Shared Initiative.** This Agreement defines the cooperative and mutually beneficial relationship among the Participants. Under this Agreement, the Participants seek to achieve the goal of connecting all households in El Paso County with a minimum of 25 Mbps download speed and 3 Mbps upload speed, the minimum standard for broadband as defined by the Federal Communications Commission (the “Shared Initiative”).
- B. **Strategies.** The Parties plan to achieve the Shared Initiative through collaborative activities that will address primary barriers to broadband adoption in El Paso County, including but not limited to: 1) hardware and service affordability; 2) user capability and digital literacy; and 3) necessary infrastructure investment.

SECTION 2. TERM AND WITHDRAWAL

- A. **Term.** The term of this Agreement shall commence on the date on which all Participants have executed this Agreement (“Effective Date”) and shall remain in full force and effect unless superseded by a supplemental agreement, deemed fulfilled when the Goal has been achieved, or terminated by written mutual consent of all Participants.
- B. **Withdrawal.** A Participant may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Participants.

SECTION 3. BROADBAND STEERING COMMITTEE

- A. **Formation.** The Participants hereby form an administrative steering committee to manage the collaborative activities of the Participants in pursuit of the Shared Initiative (“Broadband Steering Committee”).
- B. **Duties.** It shall be the duty of the Broadband Steering Committee to: 1) guide the effort’s vision and strategy, prioritizing equity in the delivery of the Shared Initiative; 2) facilitate dialogue and support aligned activities among the Participants; 3) establish shared measurement practices among Participants

for learning and evaluation of the effort; 4) cultivate community engagement and ownership to build an inclusive effort; 5) advance policy that impacts large systems and institutions in support of the effort; and 6) mobilize resources, including funding.

- C. **Composition.** Each Participant shall appoint one member to the Broadband Steering Committee. Members should include cross-functional leaders and decision-makers and are expected to activate their expertise and networks in support of the Shared Initiative. Each participant agrees to appoint its respective members no later than August 1, 2021
- D. **First Meeting.** The first meeting of the Broadband Steering Committee shall be held no later than August 15, 2021.

SECTION 4. NO INDEMNIFICATION

- A. The Participants agree that no Participant will have the right to seek indemnification or contribution from the any other Participant for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each Participant must handle any claims resulting from their actions in this Agreement.
- C. Each Participant agrees that each will be responsible for the acts or omissions of its respective representatives.

SECTION 5. GENERAL PROVISIONS

- A. **No Waiver.** A Participant may waive any default without waiving any prior or subsequent defaults. A Participant's failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of such right.
- B. **Independent Contractor Relationship.** This Agreement does not create an employee-employer relationship among the Participants. As such, any Participant is not subject to the liabilities or obligations another Participant obtains under the performance of this Agreement.
- C. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- D. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in writing, postmarked, and delivered by certified mail, or by hand-delivery or email. All notices are considered received 3 business days after the postmark date. Participants may change their address by sending a written notice to the other Participants. A new address is not official until the change of address notice is received by the other Participants as provided in this section. Upon receipt of proper notification of change of address, the notified Participants will send all further notifications to the new address. Participants will address notices as follows:

To the City:

The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
Email: CityManager@elpasotexas.gov

With Copies to:

The City of El Paso
Attn: Elizabeth Triggs, Strategic Partnerships Officer
P.O. Box 1890
El Paso, Texas 79950-1890
Email: TriggsEK@elpasotexas.gov

To the County:

The County of El Paso
Attn: _____

Email: _____

To Anthony ISD:

Anthony Independent School District
Attn: _____

Email: _____

To Canutillo ISD:

Canutillo Independent School District
Attn: _____

Email: _____

To Clint ISD:

Clint Independent School District

Attn: _____

Email: _____

To El Paso ISD:

El Paso Independent School District

Attn: _____

Email: _____

To Fabens ISD:

Fabens Independent School District

Attn: _____

Email: _____

To San Elizario ISD:

San Elizario Independent School District

Attn: _____

Email: _____

To Socorro ISD:

Socorro Independent School District

Attn: _____

Email: _____

To Tornillo ISD:

Tornillo Independent School District
Attn: _____

Email: _____

To Ysleta ISD:

Ysleta Independent School District
Attn: _____

Email: _____

- E. **Confidentiality.** The Participants acknowledge that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **Governing Law.** This Agreement is governed by Texas law.
- G. **Venue.** The venue for disputes regarding this Agreement among the Participants will be El Paso County, Texas.
- H. **Severability.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **Headings.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **Compliance with the Laws.** The Participants will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- K. **Force Majeure.** There is no breach of contract should any Participant’s obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond any Participant’s reasonable control. The delayed Participant must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- L. **Successors and Assigns.** This Agreement is binding on the Participants and the Participants’ successors and assigns. No Participant may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other Participants.

M. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

N. **Provisions Surviving this Agreement.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

O. **Representations and Warranties.** The person executing this Agreement on behalf of the Participants have the authority to sign on behalf of their respective Participants.

APPROVED this ____ day of _____ 2021

WITNESSETH THE FOLLOWING SIGNATURES AND SEALS

City of El Paso Signature Page

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs
Strategic Partnerships Officer

Signatures continue on following page.

El Paso County Signature Page

Anthony Independent School District Signature Page

Canutillo Independent School District Signature Page

Clint Independent School District Signature Page

El Paso Independent School District Signature Page

Fabens Independent School District Signature Page

San Elizario Independent School District Signature Page

Socorro Independent School District Signature Page

Tornillo Independent School District Signature Page

Ysleta Independent School District Signature Page

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AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

BBC(LEGAL) BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

BBD(EXHIBIT) BOARD MEMBERS: TRAINING AND ORIENTATION

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

BJCE(LEGAL) SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

C(LEGAL) BUSINESS AND SUPPORT SERVICES

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

CH(LEGAL) PURCHASING AND ACQUISITION

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

CH(LOCAL) PURCHASING AND ACQUISITION

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

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emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

CV(LEGAL) FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

CV(LOCAL) FACILITIES CONSTRUCTION

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

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CVA(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

CVB(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVC(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVD(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVE(LEGAL)

FACILITIES CONSTRUCTION: DESIGN-BUILD

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

CVF(LEGAL)

FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

DEC(LOCAL)

COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Updating the definition of *catastrophic illness or injury* to clarify how it applies to the use of leave from the district's sick leave pool.

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- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.
- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Adding a clear statement to reflect that the district does not permit paid leave offset in conjunction with workers' compensation benefits.
- Removing the provision permitting exceptions to the duration limit on discretionary use of leave based on extenuating circumstances. While state law permits a district to establish policy on the use of leave, it does not permit the district to take the reason for the use into consideration.
- Removing provisions limiting use of leave for bereavement that recite a state rule long ago repealed. Death in the immediate family is among the nondiscretionary purposes for use of leave.
- Adding text to make clear that local leave is allowed to accumulate without limit, based on information recently received from the district's administration.

New recommended provisions on state personal leave clarify that:

- 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.
- In approving or denying requests for the discretionary use of leave, the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: For clarity and consistency with policy style, the district's locally developed text throughout the policy has been lightly edited. As noted, some of the district's unique text that is administrative in nature is recommended for deletion, for example, the chart detailing the pace at which local leave is earned, as well as the procedures for submitting documentation related to compliance with a jury duty summons or a subpoena. We also have recommended changes to the unique text addressing neutral absence control to better ensure *neutral* application of these provisions. If the district no longer wishes to establish neutral absence control procedures, please contact your policy consultant for deletion of that section of text.

EHAA(LEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

EHBA(LEGAL)

SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and

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- Update citations to funding statutes.

EHBAA(LLEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

EHBAB(LLEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

EHBAC(LLEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

EHBAD(LLEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

EIF(LLEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

EL(LLEGAL) CAMPUS OR PROGRAM CHARTERS

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

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FFAC(LEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [TASB Regulations Resource Manual](#).

PURCHASING AND ACQUISITION

CH
(LOCAL)

**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 \$25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for
Emergency
Contracts

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

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

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 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.

*Certain
Maintenance and
Operations
Projects*

The District shall require at least three vendor contacts to obtain written or telephone quotes for any maintenance and operations project with a cost of \$5,000 to \$25,000 and shall award the contract to the lowest responsible bidder. However, the District may reject any and all proposed quotes.

*Competitive
Bidding*

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.

The District may reject any and all bids in accordance with state or federal law, as applicable.

PURCHASING AND ACQUISITION

CH
(LOCAL)

<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	<p>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.</p>
Responsibility for Debts	<p>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.</p>
Purchase Commitments	<p>All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.</p>
Personal Purchases	<p>District employees shall not be permitted to make purchases for personal use through the District's business office.</p>

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 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 \$5,000, the Superintendent 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)]

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).

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 Board has accepted the work.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**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, or recording 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 purposes 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.

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

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 Leave Proration

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 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.

Medical Certification

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

1. The employee is absent more than three consecutive work-days 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 of the employee's spouse, parent, or child; or for military caregiver leave.

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

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)]

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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

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

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

Each full-time employee shall earn paid local leave days each school year based on the work calendar for each employee's positions and in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year. [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 may request the establishment of a sick leave pool, to which District employees may donate state personal leave for use by the eligible employee.

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 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 regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Family and Medical
Leave**

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

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

Twelve-Month
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Combined Leave for
Spouses

When 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.

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.

Certification of
Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty
Certification

In accordance with administrative regulations, when 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.

Leave at the End of
Semester

When 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.

**Temporary Disability
Leave**

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.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Workers'
Compensation**

Note: 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.

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.

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

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.

Absences for court appearances related to an employee's personal business shall be taken as personal leave or as leave without pay if no applicable leave is available.

**Neutral Absence
Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

**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 \$25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for
Emergency
Contracts

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

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

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 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.

*Certain
Maintenance and
Operations
Projects*

The District shall require at least three vendor contacts to obtain written or telephone quotes for any maintenance and operations project with a cost of \$5,000 to \$25,000 and shall award the contract to the lowest responsible bidder. However, the District may reject any and all proposed quotes.

*Competitive
Bidding*

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.

The District may reject any and all bids in accordance with state or federal law, as applicable.

PURCHASING AND ACQUISITION

CH
(LOCAL)

<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	<p>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.</p>
Responsibility for Debts	<p>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.</p>
Purchase Commitments	<p>All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.</p>
Personal Purchases	<p>District employees shall not be permitted to make purchases for personal use through the District's business office.</p>

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 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 ~~\$5,000~~ \$5,000, the Superintendent 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)]

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).

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 Board 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 purposes 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. Complications resulting from pregnancy shall be treated the same as any other condition.~~

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

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 exempt positions and nonexempt positions for which a substitute is normally required, even if a substitute is not employed.~~
- ~~2. For nonexempt positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.~~
- ~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

Order of Use

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~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:~~

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

~~Use of sick leave pool days shall be permitted only after all available state and local leave has been exhausted.~~

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** three ~~or more~~ 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** spouse, parent, or child; or
- ~~4.3.~~ **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)]

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

~~Nondiscretionary~~
~~Non-Discretionary~~ Use

~~1.4.~~ ~~Nondiscretionary~~~~Non-discretionary~~ 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)]

~~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

~~2.5.~~ Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

~~Limitations~~

Request for
Leave

~~3.6.~~ In deciding whether to approve or deny a ~~The employee shall submit a written~~ request for discretionary use of state personal leave, ~~the supervisor to the immediate supervisor or designee at least one day in advance. 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.

Discretionary ~~use of state personal~~ leave shall not exceed five consecutive workdays. ~~The employee may request additional days only through the Superintendent.~~

Local Leave

~~Each~~~~All~~ full-time ~~employee~~~~employees~~ shall earn paid local leave ~~days each~~ according to the number of days worked (associated with the employees' position) per school year and when they work their full number of assigned days. See the chart below. ~~Local leave days shall be prorated for employees who do not work the full school year. Days shall be converted to hours based on the work calendar for each employee's positions and in accordance with administrative regulations~~ ~~normal assigned work schedule.~~

Local leave shall accumulate without limit.

Days-Worked		Local Days Earned
Minimum	Maximum	
0	14	0
15	34	0.5
35	54	1
55	74	1.5
75	94	2

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

95	114	2.5
115	134	3
135	154	3.5
155	169	4
170	184	4.5
185	199	5
200	214	5.5
215	229	6
230	239	6.5
240	250	7

Local leave shall be used according to for the terms same reasons and conditions of in the same manner as state sick leave accumulated before the May 30, 1995-96 school year. [See DEC(LEGAL)]

Bereavement Leave

~~Use of personal leave and/or local leave for death in the immediate family shall not exceed five work days per occurrence. Any additional days must be approved by the Superintendent.~~

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 may request the establishment of a sick leave pool, to which District employees may donate only state personal 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

	<p>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.</p>
Family and Medical Leave	<p>FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.</p> <hr/> <p>Note: See DECA(LEGAL) for provisions addressing FMLA.</p> <hr/>
Twelve-Month Period	<p>For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.</p>
Combined Leave for Spouses	<p>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)]</p>
Intermittent or Reduced Schedule Leave	<p>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.]</p>
Certification of Leave	<p>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)]</p>
Fitness-for-Duty Certification	<p>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.</p>
Leave at the End of Semester Leave	<p>When 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. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]</p>
Failure to Return	<p>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]</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Temporary Disability Leave

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.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent ~~or designee~~ as a request for temporary disability leave.

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

Workers' Compensation

Note: 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. ~~[See GRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

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.

No Paid Leave
Offset

The District shall not permit the option ~~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.~~

~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], ~~and not on assault leave, may elect in writing to use paid leave.~~

Court Appearances

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.

Jury Duty

~~Employees shall receive their daily compensation without loss of accumulated leave for jury duty. Employees are required to enter their absence via TEAMS, submit a Certification of Jury Service (not to be confused with the summons for jury duty), and may keep any compensation they receive.~~

Subpoenas

~~Employees shall only be granted paid leave for the time needed to comply with a valid subpoena in a civil, criminal, legislative, or administrative proceeding. Employees are required to enter their absences via TEAMS and submit a copy of their subpoena and a~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~time-stamped Certification of Examination for their court appearance.~~

~~Other Court Appearances~~ Absences for court appearances related to an employee's personal business ~~shall~~**must** be taken as personal leave or ~~as~~ leave without pay (if no ~~applicable~~ leave is available). ~~This shall include a summons for failure to appear in court for jury duty.~~

Neutral Absence Control Policy ~~Employees shall be expected to report to work every assigned workday unless they must be absent for one of the approved reasons discussed in this policy.~~

If an employee does not return to work after exhausting all available paid and unpaid leave, ~~(including FMLA)~~, the District shall provide the employee written notice that he or she no longer has leave available for use. The District ~~shall automatically~~**may** pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA-(LEGAL)], shall be considered before termination. ~~If terminated, the~~

~~After an employee uses ten days of local or state leave during a school year, the employee's supervisor shall be notified and the absences shall be investigated. After an employee has exhausted all paid and unpaid leave, the employee and the employee's supervisor shall receive notice from the payroll office. The supervisor shall investigate the employee absences, and disciplinary action may apply be taken; this action may include recommendation for reemployment with the District. termination of employment or non-renewal of contract.~~

Regular Meeting

Wednesday, July 14, 2021 5:30 PM

Hybrid - Videoconference, Teleconference, and In-Person, 1050 Chicken Ranch Road, San Elizario, TX 79849

1. GENERAL FUNCTIONS

A. Call Meeting to Order

The meeting was called to order at 5:30 p.m.

B. Roll Call

All board trustees were present for the board meeting. Superintendent Dr. Jeannie Meza-Chavez was also in attendance.

C. Pledge of Allegiance

D. San Elizario ISD Mission Statement

Mrs. Licon recited the District's Mission Statement.

2. OPEN FORUM (five minute limit)

Mrs. Marlene Bullard asked for the San Elizario ISD Board endorsement as the Candidate for the Texas Association of School Boards (TASB) Board of Directors for Region 19.

3. DISTRICT RECOGNITIONS

A. Introduction of Mr. Ernesto Siegel - Principal, Sambrano Elementary School

Associate Superintendent, Dr. Rogelio Segovia, introduced the new Principal for Sambrano Elementary School, Mr. Ernesto Siegel. Dr. Segovia stated that Mr. Siegel has 24 years of public education experience and all 24 of those years have been with San Elizario ISD. Mr. Siegel holds a bachelor's degree in Bilingual Education and a Master's Degree as an Instructional Specialist in Educational Technology. Dr. Segovia stated that Mr. Siegel is focused and driven on improving Student Outcomes at Sambrano Elementary School.

Mr. Siegel expressed gratitude to the board and the District for all of the opportunities that have been given to him as well as his family. Mr. Siegel stated that he guarantees that he is going to do the best job that he can for the San Elizario students.

The Board congratulated Mr. Siegel on his new position.

B. Introduction of Ms. Ana Solis - Assistant Principal of San Elizario High School

Principal, Ms. April Marioni, introduced the new Assistant Principal for San Elizario High School, Ms. Ana Solis. Ms. Marioni stated that Ms. Solis has started her 16th year in education. She has served as a Special Education Teacher in various units. Ms. Solis holds a bachelor's degree in Interdisciplinary Studies and a Master in Education Curriculum.

Ms. Solis thanked the Board and Superintendent for the opportunity that the community of San Elizario has given to her. Ms. Solis stated that she is very excited to be here and is ready to work. She stated that she is going to work hard and serve our students.

The Board welcomed and congratulated Ms. Solis to the district and on her new position.

4. EXECUTIVE SESSION

The Board entered into a closed meeting at **8:20 p.m.** to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

A. Discussion on Employee / Board / Superintendent Communication

B. Discussion regarding Administration's recommendation for the Assistant Principal position at Sambrano Elementary School

5. The board returned to open session at **9:23 p.m.** to take possible action on the matters discussed in Executive Session

A. Discussion and possible action to approve Administration's recommendation for the Assistant Principal position at Sambrano Elementary School

Mr. Fernie Madrid made a motion to approve the recommendation of Ms. Sandra Rico for Assistant Principal at Sambrano Elementary School. Mrs. Myrna Hernandez seconded the motion. Motion passed unanimously.

6. NEW BUSINESS / BOARD ACTION ITEMS

A. San Elizario ISD Safe to Return In-Person and Continuity of Services Plan

Dr. Rogelio Segovia, Associate Superintendent, along with Mr. Jesus Martinez, Support Services Director, presented the In-Person and Continuity of Services Plan. The plan highlighted that all students will be now participating in face-to-face instruction. The District instructional website will remain up to date and all students will be given a device for their use. All grading polices will be followed and will remain in place. STAAR assessment will be back and administered online to all students. Professional Development is in place and training will continue to be offered to all teachers. The online blueprint will remain intact if the need arises for SEISD to return to remote learning as a result of the pandemic. TEKS Alignment has not changed and will continue as a guide for student's expectations throughout the year. Section 504 students will continue to receive all services and accommodations necessary. All interventions will continue. All bilingual students will continue to receive all services as well.

Mr. Martinez presented the strategies that are currently in place will remain such as student transitions, water fountains, transportation as well as student travel. Counselors are being made available to families who may be struggling emotionally. Prevention of the virus entering the school is also being addressed by continuing to implement measures such as sanitizing, temperature checks, hand sanitizers, social distancing markers, safety shields, sneeze guards desk shields and continuation of use of face masks for those who wish to do so. Changing of filters in the HVAC systems to continue to fight the spread. Enhanced cleaning will continue at an increased frequency to include all school buses. Visitors are asked to visit the campus by scheduling an appointment. The screening process will continue, and employees will be asked to self-screen. Students will be asked to pre-screen. Temperature checks will remain in place for all employees.

Superintendent, Dr. Jeannie Meza-Chavez, stated to the board that the re-entry plans presented will remain fluid as further guidance has not been received by the TEA Commissioner. Dr. Meza-Chavez stated that our primary focus is that our children and staff are more than just okay socially and emotionally. We will continue to seek guidance from the TEA Commissioner.

Board Trustee, Mr. Madrid, asked how we are notifying parents that instruction will be held

in person and what are we going to be reaching out to the students who should be attending. Superintendent Dr. Meza-Chavez stated that the registration process informs the parents that students will be attending in person. In addition, call outs are also being made to all parents. Campus and parent liaisons, along with the District Truant Officer and Social workers, are going to be utilized to reach out to parents to get them back at the campus.

B. Public Comment on San Elizario ISD Safe to Return in-Person and Continuity of Services Plan

No public comment was offered.

C. Discussion and possible board action on Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors for Region 19

Michelle Garcia made a motion to endorse Mr. Armando Rodriguez for the Texas Association of School Boards (TASB) Board of Directors for Region 19.

Fernie Madrid made a different motion to endorse Ms. Marlene Bullard for the Texas Association of School Boards (TASB) Board of Directors for Region 19. Eduardo Chavez seconded the motion. 6 - yes and 1 - no

D. Planning for Future Team Training / Superintendent's Evaluation

The Board discussed future trainings and the Superintendent Evaluation. The two new Board Trustees selected August 24 for the Local District Orientation. The Superintendent Evaluation date was agreed to be held on September 18, 2021. The Board agreed to have a training on October 16, 2021, to include all board trustees.

E. Discussion and possible action on HB547: Home School Students

Athletic Director, Ms. Christine Jaksch, brought forth the HB547 that gives equal opportunity for Home-Schooled Students to participate in University Interscholastic League (UIL) activities.

Michelle Garcia made a motion that the District not allow home school students to participate in UIL activities at San Elizario High School and Garcia-Enriquez Middle School with the understanding that the schools will not receive

any ADA funding for those students. Mr. Madrid seconded the motion. Motion passed unanimously.

7. PRESENTATION / REPORTS / INFORMATION

A. Analysis of STAAR and EOC Scores for Spring 2021 (Presentation)

1. STAAR and EOC Powerpoint

Research and Evaluation Administrator, Ms. Lisa Renegar, presented the STAAR / EOC scores in grades 3-12 based on the 2021 - 2021. Campus principals presented their individual campus recovery plans that included all interventions that are going to be utilized.

B. Dual Language Program (Presentation)

Instructional Programs Administrator, Ms. Susana Frescas, presented the Dual Language Program. The presentation included the benefits that the dual language program offers to the students.

Board Trustee, Mr. Eduardo Chavez, stated that he is very excited for the program and is aware of all the gains this program has to offer.

C. 2021 Classroom Fund Grantees - San Elizario ISD (Information)

D. District Initiatives, Leadership Academy, Instructional Specialist Academy, and Professional Development Week (Information)

E. Aligned SEISD Dress Code (Information)

Board Trustee, Mrs. Michelle Garcia, asked for clarification regarding bullet addressing excessive jewelry as far as bracelets. Dr. Segovia stated that as long as they are not in excess the students should be fine.

F. Curbside Meal Service Update (Information)

8. CONSENT AGENDA - Consider and possible Board action on

A. Financial Reports

1. Tax Report

2. Financial Statements

3. Investment Report

4. Purchase Orders Exceeding \$25,000.00

PO# 42362 - Computex, Inc. - \$36,402.08

PO# 42364 - Advanced Network Management - \$85,463.61

PO# 42366 - Deere & Company - \$57,576.66

PO# 42368 - Sarah Aguilar Perez - \$49,500.00

PO# 42373 - BorderLan Inc. - \$78,899.00

- B. Authorization to participate in purchasing cooperatives for the 2021 - 2022 school year
- C. Consider and possible Board action to approve change in fiber internet speed with existing provider, Charter Communications Holdings, LLC, awarded under RFP# 20-1072 for the remaining length of the original contract approved under RFP# 20-1072
- D. Goal Progress Monitoring
 - 1. Progress Monitoring - Overall Goal 1 Targets for Mathematics
- E. 2021 - 2022 District and Campus Improvement Plans
- F. Revision to Board Monitoring Calendar for 2021 - 2022
- G. Scholastic Agreement
- H. Roster of T-TESS Second Appraisers for 2021 - 2022 School Year
- I. Student Code of Conduct 2021 - 2022
- J. Debbie Diller & Associates (Guided Reading) Consultant Agreement
- K. Service Agreement for San Elizario High School Murals
- L. Reading Academies MOU
- M. EL Summer School Hours
- N. To approve agreement with Communities in Schools of El Paso, Inc and approval of purchase order # 42365 for \$60,000.00
- O. Miscellaneous Pay Rate Change - Extra Duty Pay for Professional Development

Board Trustee, Mrs. Michelle Garcia, asked if the miscellaneous pay rate change will continue even after the ESSER funds discontinue. Chief Financial Officer, Mr. Norberto Rivas, stated that yes, with strategic planning, the pay rate change will remain as presented after the ESSER funds discontinue.

- P. Miscellaneous Pay Rate Change - Extra Duty Pay for certified tutors, summer school assignments, and after school intramural activities
- Q. POLICY UPDATE #117 (First Reading)
 - CH (LOCAL) - PURCHASING AND ACQUISITION
 - CV (LOCAL) - FACILITIES CONSTRUCTION
 - DEC (LOCAL) - COMPENSATION AND BENEFITS: LEAVES AND ABSENCES
- R. Consider approval of minutes for the following:
 - 1. June 9, 2021 - Regular Board Meeting
 - June 16, 2021 - Budget Workshop #2
 - June 23, 2021 - Budget Adoption
- S. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to

Administrative discretion and by any reasonable means.

1. Technology Department

Mrs. Myrna Hernandez made a motion to approve consent agenda items. Mrs. Garcia seconded the motion. Motion passed unanimously.

9. Next meeting date:

Regular Board Meeting: August 11, 2021, at 5:30 p.m.

10. Adjournment

Mrs. Hernandez made a motion to adjourn the meeting. Mr. Chavez seconded the motion. Motion passed. **Time 9:26 p.m.**

Board Secretary

Board President



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

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: July 2021 Technology Fixed Asset Discard
Date: August 11, 2021

HISTORY:

Campus and Departments periodically replace obsolete or non-repairable technology items. In order to aid the campuses and departments in removing these items to maximize space, the Technology Department will be submitting monthly disposal lists for approval.

RATIONALE:

Items shown on the attached lists have been reviewed by the District Technology Department and concur with campus/departments administration to dispose or sell listed items.

BUDGET IMPACT:

No budget impact.

ADMINISTRATIVE RECOMMENDATION:

For the Board to declare the fixed assets listed as surplus and authorize administration to sell or dispose of items by any reasonable means.

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

Alarcon Elementary

**SAN ELIZARIO
INDEPENDENT SCHOOL DISTRICT**

Fixed Asset Discard List

Other Furniture

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Ipad	1204195207	1	Obselete
2	Secure Rm	Ipad	1205182431	1	Obselete
3	Secure Rm	Ipad	1204194917	1	Obselete
4	Secure Rm	Ipad	1204194704	1	Obselete
5	Secure Rm	Ipad	1107071718	1	Obselete
6	Secure Rm	Ipad	1205185317	1	Obselete
7	Secure Rm	Ipad	1205110209	1	Obselete
8	Secure Rm	Ipad	1107051327	1	Obselete
9	Secure Rm	Ipad	1205184027	1	Obselete
10	Secure Rm	Ipad	1205181440	1	Obselete
11	Secure Rm	Ipad	1205180930	1	Obselete
12	Secure Rm	Ipad	1411171334	1	Obselete
13	Secure Rm	Ipad	1312024334	1	Obselete
14	Secure Rm	Ipad	1107070341	1	Obselete
15	Secure Rm	Ipad	1302185020	1	Obselete
16	Secure Rm	Ipad	1312024228	1	Obselete
17	Secure Rm	Ipad	1312024500	1	Obselete
18	Secure Rm	Ipad	1312024545	1	Obselete
19	Secure Rm	Ipad	1312020039	1	Obselete
20	Secure Rm	Ipad	1302184626	1	Obselete
21	Secure Rm	Ipad	1205183549	1	Obselete
22	Secure Rm	Ipad	1205310929	1	Obselete
23	Secure Rm	Ipad	1510235944	1	Obselete
24	Secure Rm	Ipad	1302184528	1	Obselete
25	Secure Rm	Ipad	1302184930	1	Obselete
26	Secure Rm	Ipad	1312024420	1	Obselete
27	Secure Rm	Ipad	1205184823	1	Obselete
28	Secure Rm	Ipad	1302185205	1	Obselete
29	Secure Rm	Ipad	1312025514	1	Obselete
30	Secure Rm	Ipad	1107055855	1	Obselete

Date: 7/21/2021

Authorized Campus
Signature

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Fixed Asset Discard List

Other Furniture

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Ipad	1312023412	1	Obselete
2	Secure Rm	Ipad	1312025417	1	Obselete
3	Secure Rm	Ipad	1107050612	1	Obselete
4	Secure Rm	Ipad	DLXFUSEBDFHY	1	Obselete
5	Secure Rm	Ipad	1205020516	1	Obselete
6	Secure Rm	Ipad	1312023635	1	Obselete
7	Secure Rm	Ipad	1107071329	1	Obselete
8	Secure Rm	Ipad	1312025603	1	Obselete
9	Secure Rm	Ipad	1312020133	1	Obselete
10	Secure Rm	Ipad	1107053907	1	Obselete
11	Secure Rm	Ipad	1302184711	1	Obselete
12	Secure Rm	Ipad	1205020930	1	Obselete
13	Secure Rm	Ipad	1302185335	1	Obselete
14	Secure Rm	Ipad	1204043432	1	Obselete
15	Secure Rm	Ipad	1302184840	1	Obselete
16	Secure Rm	Ipad	1205020802	1	Obselete
17	Secure Rm	Ipad	1312025255	1	Obselete
18	Secure Rm	Ipad	1312024834	1	Obselete
19	Secure Rm	Ipad	1312025955	1	Obselete
20	Secure Rm	Ipad	1107070559	1	Obselete
21	Secure Rm	Ipad	1204195636	1	Obselete
22	Secure Rm	Ipad	1510234522	1	Obselete
23	Secure Rm	Ipad	1312025914	1	Obselete
24	Secure Rm	Ipad	1312024754	1	Obselete
25	Secure Rm	Ipad	1302185110	1	Obselete
26	Secure Rm	Ipad	1107071929	1	Obselete
27	Secure Rm	Ipad	1204193958	1	Obselete
28	Secure Rm	Ipad	1205310217	1	Obselete
29	Secure Rm	Ipad	1107071111	1	Obselete
30	Secure Rm	Ipad	1302185259	1	Obselete

Date: 7/21/2021

Authorized Campus

Signature

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Other Furniture

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Camera	906085429	1	Obselete
2	Secure Rm	Camera	906085239	1	Obselete
3	Secure Rm	Camera	906085706	1	Obselete
4	Secure Rm	Camera	906084819	1	Obselete
5	Secure Rm	Camera	906084314	1	Obselete
6	Secure Rm	Camera	910093651	1	Obselete
7	Secure Rm	Camera	906085359	1	Obselete
8	Secure Rm	Camera	906085000	1	Obselete
9	Secure Rm	Camera	910094345	1	Obselete
10	Secure Rm	Camera	906085742	1	Obselete
11	Secure Rm	Camera	910094442	1	Obselete
12	Secure Rm	Camera	910094312	1	Obselete
13	Secure Rm	Camera	906084822	1	Obselete
14	Secure Rm	Camera	906084700	1	Obselete
15	Secure Rm	Kindle	1106285257	1	Obselete
16	Secure Rm	Kindle	1106284930	1	Obselete
17	Secure Rm	Kindle	1106285042	1	Obselete
18	Secure Rm	Camera	1106285200	1	Obselete
19	Secure Rm	Ipevo	1210013349	1	Obselete
20	Secure Rm	Ipevo	1210013429	1	Obselete
21	Secure Rm	Ipevo	1206064414	1	Obselete
22	Secure Rm	Chromebook	2600000826	1	Broken
23	Secure Rm	Chromebook	3600002139	1	Broken
24	Secure Rm	Chromebook	3600002157	1	Broken
25	Secure Rm	Chromebook	3600000534	1	Broken
26	Secure Rm	Chromebook	1510260101	1	Obselete
27	Secure Rm	Chromebook	1512074219	1	Obselete
28	Secure Rm	Chromebook	1512073616	1	Obselete
29	Secure Rm	Chromebook	1512072853	1	Obselete
30	Secure Rm	Chromebook	1512071704	1	Obselete

Date: 7/21/2021

Authorized Campus
Signature 

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Other Furniture

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

Borrego Sambrano

SE High School GEMS

Alarcon

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Chromebook	1512074017	1	Obselete
2	Secure Rm	Chromebook	1512072304	1	Obselete
3	Secure Rm	Chromebook	2600002469	1	Broken
4	Secure Rm	Chromebook	3600000073	1	Broken
5	Secure Rm	Chromebook	1406104552	1	Obselete
6	Secure Rm	Chromebook	1411254058	1	Obselete
7	Secure Rm	Chromebook	1601052349	1	Obselete
8	Secure Rm	Chromebook	2600000806	1	Broken
9	Secure Rm	Chromebook	1503243240	1	Obselete
10	Secure Rm	Chromebook	1412014652	1	Obselete
11	Secure Rm	Chromebook	1506161137	1	Obselete
12	Secure Rm	Chromebook	1501271827	1	Obselete
13	Secure Rm	Chromebook	1512074053	1	Obselete
14	Secure Rm	Chromebook	1501272635	1	Obselete
15	Secure Rm	Chromebook	3600000533	1	Broken
16	Secure Rm	Chromebook	1506160859	1	Obselete
17	Secure Rm	Chromebook	1506103527	1	Obselete
18	Secure Rm	Chromebook	1512044351	1	Obselete
19	Secure Rm	Chromebook	1601053743	1	Obselete
20	Secure Rm	Chromebook	1512040744	1	Obselete
21	Secure Rm	Chromebook	1510260212	1	Obselete
22	Secure Rm	Chromebook	1501275142	1	Obselete
23	Secure Rm	Chromebook	1501274734	1	Obselete
24	Secure Rm	Chromebook	1601050016	1	Obselete
25	Secure Rm	Chromebook	1601054901	1	Obselete
26	Secure Rm	Chromebook	1601052310	1	Obselete
27	Secure Rm	Chromebook	1512044651	1	Obselete
28	Secure Rm	Chromebook	1510265825	1	Obselete
29	Secure Rm	Chromebook	1510222325	1	Obselete
30	Secure Rm	Chromebook	1506103409	1	Obselete

Date: 7/21/2021

Authorized Campus
Signature

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Other Furniture

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Chromebook	1501272727	1	Obselete
2	Secure Rm	Chromebook	1512044610	1	Obselete
3	Secure Rm	Chromebook	1501271924	1	Obselete
4	Secure Rm	Chromebook	1501272001	1	Obselete
5	Secure Rm	Chromebook	1506160809	1	Obselete
6	Secure Rm	Chromebook	1601052120	1	Obselete
7	Secure Rm	Chromebook	1601073457	1	Obselete
8	Secure Rm	Chromebook	1601055408	1	Obselete
9	Secure Rm	Chromebook	1510262233	1	Obselete
10	Secure Rm	Chromebook	1601073416	1	Obselete
11	Secure Rm	Chromebook	1406044626	1	Obselete
12	Secure Rm	Chromebook	1406044217	1	Obselete
13	Secure Rm	Chromebook	2600000458	1	Broken
14	Secure Rm	Chromebook	2600000431	1	Broken
15	Secure Rm	Chromebook	1411252334	1	Obselete
16	Secure Rm	Chromebook	3600001577	1	Broken
17	Secure Rm	Chromebook	3600003107	1	Broken
18	Secure Rm	Chromebook	1412013125	1	Obselete
19	Secure Rm	Chromebook	3600001549	1	Broken
20	Secure Rm	Chromebook	1411253319	1	Obselete
21	Secure Rm	Chromebook	2600002474	1	Broken
22	Secure Rm	Chromebook	3600001585	1	Broken
23	Secure Rm	Chromebook	2600002461	1	Broken
24	Secure Rm	Chromebook	2600000807	1	Broken
25	Secure Rm	Chromebook	2600000795	1	Broken
26	Secure Rm	Chromebook	1506104552	1	Obselete
27	Secure Rm	Chromebook	1501272423	1	Obselete
28	Secure Rm	Chromebook	3600002141	1	Broken
29	Secure Rm	Chromebook	3600001576	1	Broken
30	Secure Rm	Chromebook	1510261938	1	Obselete

Date: 7/21/2021

Authorized Campus

Signature 

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Other Furniture

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

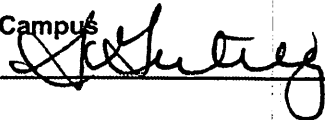
Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Chromebook	3600001586	1	Broken
2	Secure Rm	Chromebook	3600001540	1	Broken
3	Secure Rm	Chromebook	3600001575	1	Broken
4	Secure Rm	Chromebook	3600003123	1	Broken
5	Secure Rm	Chromebook	2600000815	1	Broken
6	Secure Rm	Chromebook	2600000819	1	Broken
7	Secure Rm	Chromebook	2600000824	1	Broken
8	Secure Rm	Chromebook	2600000817	1	Broken
9	Secure Rm	Chromebook	2600000829	1	Broken
10	Secure Rm	Chromebook	2600000432	1	Broken
11	Secure Rm	Chromebook	2600000416	1	Broken
12	Secure Rm	Chromebook	2600000421	1	Broken
13	Secure Rm	Chromebook	2600000438	1	Broken
14	Secure Rm	Chromebook	3600000536	1	Broken
15	Secure Rm	Chromebook	2600000412	1	Broken
16	Secure Rm	Chromebook	2600000428	1	Broken
17	Secure Rm	Chromebook	2600000419	1	Broken
18	Secure Rm	Chromebook	2600000800	1	Broken
19	Secure Rm	Chromebook	2600000433	1	Broken
20	Secure Rm	Chromebook	2600000429	1	Broken
21	Secure Rm	Chromebook	2600000417	1	Broken
22	Secure Rm	Chromebook	3600002156	1	Broken
23	Secure Rm	Chromebook	3600002143	1	Broken
24	Secure Rm	Chromebook	3600000568	1	Broken
25	Secure Rm	Chromebook	2600000828	1	Broken
26	Secure Rm	Chromebook	3600000076	1	Broken
27	Secure Rm	Chromebook	3600000072	1	Broken
28	Secure Rm	Chromebook	2600002463	1	Broken
29	Secure Rm	Chromebook	2600002394	1	Broken
30	Secure Rm	Chromebook	2600002384	1	Broken

Date: 7/24/2018

Authorized Campus
Signature 

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Other Furniture

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Chromebook	1510260417	1	Obselete
2	Secure Rm	Chromebook	1601054055	1	Obselete
3	Secure Rm	Chromebook	1512045601	1	Obselete
4	Secure Rm	Chromebook	1601283807	1	Obselete
5	Secure Rm	Chromebook	1311253924	1	Obselete
6	Secure Rm	Chromebook	1512040547	1	Obselete
7	Secure Rm	Chromebook	1604140050	1	Obselete
8	Secure Rm	Chromebook	1411254337	1	Obselete
9	Secure Rm	Chromebook	1412014321	1	Obselete
10	Secure Rm	Chromebook	1411252734	1	Obselete
11	Secure Rm	Chromebook	1411254755	1	Obselete
12	Secure Rm	Desktop	C47PFZ1	1	Obselete
13	Secure Rm	Desktop	C4NNFZ1	1	Obselete
14	Secure Rm	Desktop	C4PLFZ1	1	Obselete
15	Secure Rm	Desktop	C43PFZ1	1	Obselete
16	Secure Rm	Desktop	C47NFZ1	1	Obselete
17	Secure Rm	Desktop	C4YNFZ1	1	Obselete
18	Secure Rm	Desktop	C46LFZ1	1	Obselete
19	Secure Rm	Desktop	1402044138	1	Obselete
20	Secure Rm	Desktop	C4DMFZ1	1	Obselete
21	Secure Rm	Desktop	1402044623	1	Obselete
22	Secure Rm	Desktop	C41NFZ1	1	Obselete
23	Secure Rm	Desktop	C44NFZ1	1	Obselete
24	Secure Rm	Desktop	C58NFZ1	1	Obselete
25	Secure Rm	Desktop	C57NFZ1	1	Obselete
26	Secure Rm	Desktop	C45LFZ1	1	Obselete
27	Secure Rm	Desktop	1402045640	1	Obselete
28	Secure Rm	Desktop	C4CMFZ1	1	Obselete
29	Secure Rm	Desktop	1104292137	1	Obselete
30	Secure Rm				

Date: 7/21/2021

Authorized Campus

Signature

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Fixed Asset Discard List

Other Furniture

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Chromebook	1510260417	1	Obselete
2	Secure Rm	Chromebook	1601054055	1	Obselete
3	Secure Rm	Chromebook	1512045601	1	Obselete
4	Secure Rm	Chromebook	1601283807	1	Obselete
5	Secure Rm	Chromebook	1311253924	1	Obselete
6	Secure Rm	Chromebook	1512040547	1	Obselete
7	Secure Rm	Chromebook	1604140050	1	Obselete
8	Secure Rm	Chromebook	1411254337	1	Obselete
9	Secure Rm	Chromebook	1412014321	1	Obselete
10	Secure Rm	Chromebook	1411252734	1	Obselete
11	Secure Rm	Chromebook	1411254755	1	Obselete
12	Secure Rm	Elmo	907280231	1	Obselete
13	Secure Rm	Elmo	907280528	1	Obselete
14	Secure Rm	Elmo	901163501	1	Obselete
15	Secure Rm	Elmo	907285352	1	Obselete
16	Secure Rm	IPEVO	1210012943	1	Obselete
17	Secure Rm	Radio	7100245750	1	Obselete
18	Secure Rm	Desktop	C54PFZ1	1	Obselete
19	Secure Rm	Desktop	C4LL4Z1	1	Obselete
20	Secure Rm	Desktop	1402044043	1	Obselete
21	Secure Rm	Desktop	1402044242	1	Obselete
22	Secure Rm	Desktop	7KNJL02	1	Obselete
23	Secure Rm	Desktop	1402044242	1	Obselete
24	Secure Rm	Desktop	1402044545	1	Obselete
25	Secure Rm	Desktop	1402043838	1	Obselete
26	Secure Rm	Desktop	1402045900	1	Obselete
27	Secure Rm	Desktop	1402045353	1	Obselete
28	Secure Rm	Desktop	908044537	1	Obselete
29	Secure Rm	Desktop	908044619	1	Obselete
30	Secure Rm	Desktop	C52PFZ1	1	Obselete

Date: 7/21/2021

Authorized Campus
Signature

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Other Furniture

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

Borrego Sambrano

SE High School

GEMS

Alarcon

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	DeskTop	1104292051	1	Obselete
2	Secure Rm	DeskTop	602100441	1	Obselete
3	Secure Rm	DeskTop	1104295809	1	Obselete
4	Secure Rm	DeskTop	BHT7NK1	1	Obselete
5	Secure Rm	DeskTop	FC704M1	1	Obselete
6	Secure Rm	DeskTop	JGT7NK1	1	Obselete
7	Secure Rm	DeskTop	1304190434	1	Obselete
8	Secure Rm	DeskTop	1304190141	1	Obselete
9	Secure Rm	Printer	908254727	1	Obselete
10	Secure Rm	Printer	908262520	1	Obselete
11	Secure Rm	Radio	702161242	1	Obselete
12	Secure Rm	Radio	603081021	1	Obselete
13	Secure Rm	Radio	701110358	1	Obselete
14	Secure Rm	Radio	1108010945	1	Obselete
15	Secure Rm	Activtablet	1106134402	1	Obselete
16	Secure Rm	Kineo	1106215422	1	Obselete
17	Secure Rm	radio	605253952	1	Obselete
18	Secure Rm	DVD Player	725117963	1	Obselete
19	Secure Rm	AverPen	1001062207	1	Obselete
20	Secure Rm	Elmo	1011172425	1	Obselete
21	Secure Rm	Projector	1010294855	1	Obselete
22	Secure Rm	Radio	605265126	1	Obselete
23	Secure Rm	Safe	808262045	1	Obselete
24	Secure Rm	Elmo	1403190623	1	Obselete
25	Secure Rm	IPEVO	1210013041	1	Obselete
26	Secure Rm	Proimage Plus	505101154	1	Obselete
27	Secure Rm	Projector	1302083358	1	Obselete
28	Secure Rm	Projector	902063416	1	Obselete
29	Secure Rm	Projector	911191255	1	Obselete
30	Secure Rm	Projector	710220903	1	Obselete

Date: 7/21/2021

Authorized Campus
Signature

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Fixed Asset Discard List

Other Furniture

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS


Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Secure Rm	Printer	808193312	1	Obselete
2	Secure Rm	Printer	908255102	1	Obselete
3	Secure Rm	Printer	908261641	1	Obselete
4	Secure Rm	Printer	908254915	1	Obselete
5	Secure Rm	Printer	908261257	1	Obselete
6	Secure Rm	Printer	908271154	1	Obselete
7	Secure Rm	Printer	908255245	1	Obselete
8	Secure Rm	Printer	908261457	1	Obselete
9	Secure Rm	Printer	908261337	1	Obselete
10	Secure Rm	Printer	908261726	1	Obselete
11	Secure Rm	Printer	902191813	1	Obselete
12	Secure Rm	Printer	606224912	1	Obselete
13	Secure Rm	Printer	904292752	1	Obselete
14					
15					
16					
17					
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19					
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22					
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29					
30					

Date: 7/21/2021

Authorized Campus
 Signature 

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Borrego Elementary

Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

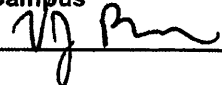
Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm.	Promethean	1212130411	1	OBSOLETE
2	Disposal Rm.	Promethean	1212131163	1	OBSOLETE
3	Disposal Rm.	DELL Laptop	1602262524	1	OBSOLETE
4	Disposal Rm.	LG TV	1002174841	1	OBSOLETE
5	Disposal Rm.	GE TV	106180459	1	OBSOLETE
6	Disposal Rm.	GE TV	106180111	1	OBSOLETE
7	Disposal Rm.	HP PRINTER	908262558	1	OBSOLETE
8	Disposal Rm.	HP PRINTER	908263400	1	OBSOLETE
9	Disposal Rm.	SAMSUNG CHROMEBOOK	1601125500	1	OBSOLETE
10	Disposal Rm.	SAMSUNG CHROMEBOOK	1509170243	1	OBSOLETE
11	Disposal Rm.	SAMSUNG CHROMEBOOK	1503260905	1	OBSOLETE
12	Disposal Rm.	SAMSUNG CHROMEBOOK	1509171922	1	OBSOLETE
13	Disposal Rm.	SAMSUNG CHROMEBOOK	1602045529	1	OBSOLETE
14	Disposal Rm.	SONY CAMCORDER	1002190906	1	OBSOLETE
15	Disposal Rm.	SONY CAMCORDER	1002190731	1	OBSOLETE
16	Disposal Rm.	KODAK CAMERA	1201182538	1	OBSOLETE
17	Disposal Rm.	KODAK CAMERA	1011163354	1	OBSOLETE
18	Disposal Rm.	KODAK CAMERA	1011163314	1	OBSOLETE
19	Disposal Rm.	KODAK CAMERA	1011163145	1	OBSOLETE
20	Disposal Rm.	KODAK CAMERA	1011162554	1	OBSOLETE
21	Disposal Rm.	Califone Radio Listening kit	1002233130	1	OBSOLETE
22	Disposal Rm.	Califone Radio Listening kit	1309302842	1	OBSOLETE
23	Disposal Rm.	DELL Laptop	1402252009	1	OBSOLETE
24	Disposal Rm.	DELL Laptop	1402264441	1	OBSOLETE
25	Disposal Rm.	DELL Laptop	1402264441	1	OBSOLETE
26	Disposal Rm.	DELL Laptop	1402265459	1	OBSOLETE
27	Disposal Rm.	SAMSUNG CHROMEBOOK	1503260612	1	OBSOLETE
28	Disposal Rm.	ACER CHROMEBOOK	1503043729	1	OBSOLETE
29	Disposal Rm.	ACER CHROMEBOOK	1503031343	1	OBSOLETE
30	Disposal Rm.	ACER CHROMEBOOK	1503031921	1	OBSOLETE

Date: 7/6/2021

Authorized Campus

Signature 

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Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

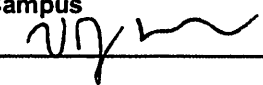
Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm.	ACER CHROMEBOOK	1503032151	1	OBSOLETE
2	Disposal Rm.	ACER CHROMEBOOK	1503032319	1	OBSOLETE
3	Disposal Rm.	ACER CHROMEBOOK	1503043021	1	OBSOLETE
4	Disposal Rm.	ACER CHROMEBOOK	1503032551	1	OBSOLETE
5	Disposal Rm.	ACER CHROMEBOOK	1503033044	1	OBSOLETE
6	Disposal Rm.	ACER CHROMEBOOK	1503032959	1	OBSOLETE
7	Disposal Rm.	ACER CHROMEBOOK	1503041740	1	OBSOLETE
8	Disposal Rm.	ACER CHROMEBOOK	1503043510	1	OBSOLETE
9	Disposal Rm.	ACER CHROMEBOOK	1503042933	1	OBSOLETE
10	Disposal Rm.	ACER CHROMEBOOK	1503042057	1	OBSOLETE
11	Disposal Rm.	ACER CHROMEBOOK	1503031704	1	OBSOLETE
12	Disposal Rm.	ACER CHROMEBOOK	1503032010	1	OBSOLETE
13	Disposal Rm.	ACER CHROMEBOOK	1503033203	1	OBSOLETE
14	Disposal Rm.	ACER CHROMEBOOK	1503033326	1	OBSOLETE
15	Disposal Rm.	ACER CHROMEBOOK	1503032828	1	OBSOLETE
16	Disposal Rm.	ACER CHROMEBOOK	1503031127	1	OBSOLETE
17	Disposal Rm.	ACER CHROMEBOOK	1503031752	1	OBSOLETE
18	Disposal Rm.	ACER CHROMEBOOK	1503041834	1	OBSOLETE
19	Disposal Rm.	SAMSUNG CHROMEBOOK	1512083446	1	OBSOLETE
20	Disposal Rm.	DELL LAPTOP	142021227	1	OBSOLETE
21	Disposal Rm.	DYNEX TV	1411213249	1	OBSOLETE
22	Disposal Rm.	DYNEX TV	1411212728	1	OBSOLETE
23	Disposal Rm.	CALIFONE RADIO	303042346	1	OBSOLETE
24	Disposal Rm.	CALIFONE RADIO	1002233436	1	OBSOLETE
25	Disposal Rm.	HP PRINT-SCAN-COPY	1003110430	1	OBSOLETE
26	Disposal Rm.	CANON CAMERA	7203	1	OBSOLETE
		EMERSON VIDEO			
27	Disposal Rm.	CASSETTE RECORDER	403084438	1	OBSOLETE
28	Disposal Rm.	CURTIS ALARM CLOCK	805384523	1	OBSOLETE
29	Disposal Rm.	MI SPEAKERS	N/A	2 SET	OBSOLETE
30	Disposal Rm.	MI SPEAKERS	N/A	2 SET	OBSOLETE

Date: 7/6/2021

Authorized Campus

Signature 

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Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

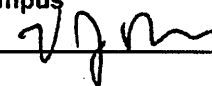
Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm.	PA SPEAKERS		2 SET	OBSOLETE
2	Disposal Rm.	Califone Listening Center	1002233613	7 earphones /box	OBSOLETE
3	Disposal Rm.	Califone Listening Center	1002233436	7 earphones /box	OBSOLETE
4	Disposal Rm.	Califone Box		18 earphones/bx	OBSOLETE
5	Disposal Rm.	Califone Radio	0181101fj001572	1	OBSOLETE
6	Disposal Rm.	APPLE IPAD	1205182124	1	OBSOLETE
7	Disposal Rm.	SAMSUNG CHROMEBOOK	1503262203	1	OBSOLETE
8	Disposal Rm.	SAMSUNG CHROMEBOOK	1602041909	1	OBSOLETE
9	Disposal Rm.	ACER CHROMEBOOK	1503042345	1	OBSOLETE
10	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000168	1	OBSOLETE
11	Disposal Rm.	SAMSUNG CHROMEBOOK	1512085215	1	OBSOLETE
12	Disposal Rm.	SAMSUNG CHROMEBOOK	1602044805	1	OBSOLETE
13	Disposal Rm.	SAMSUNG CHROMEBOOK	1503305633	1	OBSOLETE
14	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000170	1	OBSOLETE
15	Disposal Rm.	ACER CHROMEBOOK	1503032151	1	OBSOLETE
16	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000141	1	OBSOLETE
17	Disposal Rm.	DELL LAPTOP	1402264948	1	OBSOLETE
18	Disposal Rm.	KODAK CAMERA	KCGMU03400783	1	OBSOLETE
19	Disposal Rm.	KODAK CAMERA	KCGLV14210657	1	OBSOLETE
20	Disposal Rm.	SONY CAMERA	1301114436	1	OBSOLETE
21	Disposal Rm.	SAMSUNG CHROMEBOOK	1503305740	1	OBSOLETE
22	Disposal Rm.	ACER CHROMEBOOK	1503041912	1	OBSOLETE
23	Disposal Rm.	ACER CHROMEBOOK	1503031833	1	OBSOLETE
24	Disposal Rm.	SAMSUNG CHROMEBOOK	1503260652	1	OBSOLETE
25	Disposal Rm.	SAMSUNG CHROMEBOOK	1602044607	1	OBSOLETE
26	Disposal Rm.	SAMSUNG CHROMEBOOK	1509172158	1	OBSOLETE
27	Disposal Rm.	CANON CAMERA	909294316	1	OBSOLETE
28	Disposal Rm.	LENOVO CHROMEBOOK	3600002029	1	OBSOLETE
29	Disposal Rm.	SAMSUNG CHROMEBOOK	1602042111	1	OBSOLETE
30	Disposal Rm.	SAMSUNG CHROMEBOOK	1503261152	1	OBSOLETE

Date: 7/6/2021

Authorized Campus

Signature 

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Fixed Asset Discard List

Other Technology

Excell Loya

Campus (Please Check Appropriate Campus)

Borrego Sambrano

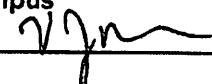
SE High School

GEMS

Alarcon

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm.	SAMSUNG CHROMEBOOK	1602051702	1	OBSOLETE
2	Disposal Rm.	SAMSUNG CHROMEBOOK	1512081812	1	OBSOLETE
3	Disposal Rm.	SAMSUNG CHROMEBOOK	1509171234	1	OBSOLETE
4	Disposal Rm.	SAMSUNG CHROMEBOOK	1602043025	1	OBSOLETE
5	Disposal Rm.	LENOVO CHROMEBOOK	3600001395	1	OBSOLETE
6	Disposal Rm.	SAMSUNG CHROMEBOOK	1512085939	1	OBSOLETE
7	Disposal Rm.	SAMSUNG CHROMEBOOK	1512082728	1	OBSOLETE
8	Disposal Rm.	SAMSUNG CHROMEBOOK	1503260808	1	OBSOLETE
9	Disposal Rm.	SAMSUNG CHROMEBOOK	1602045614	1	OBSOLETE
10	Disposal Rm.	SAMSUNG CHROMEBOOK	1512083024	1	OBSOLETE
11	Disposal Rm.	SAMSUNG CHROMEBOOK	1509171302	1	OBSOLETE
12	Disposal Rm.	SAMSUNG CHROMEBOOK	1509171329	1	OBSOLETE
13	Disposal Rm.	ACER CHROMEBOOK	1503042748	1	OBSOLETE
14	Disposal Rm.	SAMSUNG CHROMEBOOK	1602050919	1	OBSOLETE
15	Disposal Rm.	SAMSUNG CHROMEBOOK	1503262527	1	OBSOLETE
16	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000149	1	OBSOLETE
17	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000057	1	OBSOLETE
18	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000132	1	OBSOLETE
19	Disposal Rm.	SAMSUNG CHROMEBOOK	1602044238	1	OBSOLETE
20	Disposal Rm.	SAMSUNG CHROMEBOOK	1503261233	1	OBSOLETE
21	Disposal Rm.	SAMSUNG CHROMEBOOK	1503304625	1	OBSOLETE
22	Disposal Rm.	SAMSUNG CHROMEBOOK	1503262124	1	OBSOLETE
23	Disposal Rm.	SAMSUNG CHROMEBOOK	1602053215	1	OBSOLETE
24	Disposal Rm.	LENOVO CHROMEBOOK	3600002533	1	OBSOLETE
25	Disposal Rm.	LENOVO CHROMEBOOK	3600002611	1	OBSOLETE
26	Disposal Rm.	FLIP VIDEO CAMCORDER	1001064254	1	OBSOLETE
27	Disposal Rm.	ACER CHROMEBOOK	1503031255	1	OBSOLETE
28	Disposal Rm.	SAMSUNG CHROMEBOOK	1602051441	1	OBSOLETE
29	Disposal Rm.	SAMSUNG CHROMEBOOK	1602043636	1	OBSOLETE
30	Disposal Rm.	SYMBOL SCANNER	905192005	1	OBSOLETE

Date: 7/6/2021

Authorized Campus
Signature 

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Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

Borrego Sambrano

SE High School

GEMS

Alarcon

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm.	SYMBOL SCANNER	1603015817	1	OBSOLETE
2	Disposal Rm.	ACER CHROMEBOOK	1503043330	1	OBSOLETE
3	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000067	1	OBSOLETE
4	Disposal Rm.	SAMSUNG CHROMEBOOK	1503304206	1	OBSOLETE
5	Disposal Rm.	SAMSUNG CHROMEBOOK	1509170713	1	OBSOLETE
6	Disposal Rm.	SAMSUNG CHROMEBOOK	1503262700	1	OBSOLETE
7	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000048	1	OBSOLETE
8	Disposal Rm.	SAMSUNG CHROMEBOOK	1509172055	1	OBSOLETE
9	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000139	1	OBSOLETE
10	Disposal Rm.	SAMSUNG CHROMEBOOK	1503305232	1	OBSOLETE
11	Disposal Rm.	SAMSUNG CHROMEBOOK	1602053249	1	OBSOLETE
12	Disposal Rm.	SAMSUNG CHROMEBOOK	1503304829	1	OBSOLETE
13	Disposal Rm.	ACER CHROMEBOOK	1503042004	1	OBSOLETE
14	Disposal Rm.	ACER CHROMEBOOK	1503032319	1	OBSOLETE
15	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000125	1	OBSOLETE
16	Disposal Rm.	SAMSUNG CHROMEBOOK	1601125225	1	OBSOLETE
17	Disposal Rm.	SAMSUNG CHROMEBOOK	1602045148	1	OBSOLETE
18	Disposal Rm.	ELMO PROJECTOR	711263658	1	OBSOLETE
19	Disposal Rm.	SAMSUNG CHROMEBOOK	1602053001	1	OBSOLETE
20	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000172	1	OBSOLETE
21	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000167	1	OBSOLETE
22	Disposal Rm.	SAMSUNG CHROMEBOOK	1601211911	1	OBSOLETE
23	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000140	1	OBSOLETE
24	Disposal Rm.	SAMSUNG CHROMEBOOK	1602050515	1	OBSOLETE
25	Disposal Rm.	ACER CHROMEBOOK	1503032400	1	OBSOLETE
26	Disposal Rm.	SAMSUNG CHROMEBOOK	1602054008	1	OBSOLETE
27	Disposal Rm.	SAMSUNG CHROMEBOOK	1602050721	1	OBSOLETE
28	Disposal Rm.	ACER CHROMEBOOK	1503033242	1	OBSOLETE
29	Disposal Rm.	SAMSUNG CHROMEBOOK	1602051808	1	OBSOLETE
30	Disposal Rm.	SAMSUNG CHROMEBOOK	1503265227	1	OBSOLETE

Date: 7/6/2021

Authorized Campus

Signature 

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Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

Borrego Sambrano

SE High School

GEMS

Alarcon

Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm. SAMSUNG CHROMEBOOK	3600000174	1	OBSOLETE
2	Disposal Rm. SAMSUNG CHROMEBOOK	1602044650	1	OBSOLETE
3	Disposal Rm. SAMSUNG CHROMEBOOK	1509171122	1	OBSOLETE
4	Disposal Rm. SAMSUNG CHROMEBOOK	1509172025	1	OBSOLETE
5	Disposal Rm. SAMSUNG CHROMEBOOK	1602043402	1	OBSOLETE
6	Disposal Rm. SAMSUNG CHROMEBOOK	1602044844	1	OBSOLETE
7	Disposal Rm. SAMSUNG CHROMEBOOK	1503265505	1	OBSOLETE
8	Disposal Rm. SAMSUNG CHROMEBOOK	1602045726	1	OBSOLETE
9	Disposal Rm. SAMSUNG CHROMEBOOK	1503262240	1	OBSOLETE
10	Disposal Rm. SAMSUNG CHROMEBOOK	1512083403	1	OBSOLETE
11	Disposal Rm. SAMSUNG CHROMEBOOK	1602050805	1	OBSOLETE
12	Disposal Rm. SAMSUNG CHROMEBOOK	3600000170	1	OBSOLETE
13	Disposal Rm. SAMSUNG CHROMEBOOK	1602043718	1	OBSOLETE
14	Disposal Rm. SAMSUNG CHROMEBOOK	1503262820	1	OBSOLETE
15	Disposal Rm. SAMSUNG CHROMEBOOK	3600000135	1	OBSOLETE
16	Disposal Rm. SAMSUNG CHROMEBOOK	1509170126	1	OBSOLETE
17	Disposal Rm. SAMSUNG CHROMEBOOK	1602053616	1	OBSOLETE
18	Disposal Rm. SAMSUNG CHROMEBOOK	1503262624	1	OBSOLETE
19	Disposal Rm. SAMSUNG CHROMEBOOK	1602042422	1	OBSOLETE
20	Disposal Rm. SAMSUNG CHROMEBOOK	1503305005	1	OBSOLETE
21	Disposal Rm. SAMSUNG CHROMEBOOK	1503265129	1	OBSOLETE
22	Disposal Rm. ACER CHROMEBOOK	1503031615	1	OBSOLETE
23	Disposal Rm. ACER CHROMEBOOK	1503043115	1	OBSOLETE
24	Disposal Rm. ACER CHROMEBOOK	1503041447	1	OBSOLETE
25	Disposal Rm. SAMSUNG CHROMEBOOK	1512084651	1	OBSOLETE
26	Disposal Rm. ELMO VISUAL PRESENTER	711263607	1	OBSOLETE
27	Disposal Rm. ELMO VISUAL PRESENTER	907290457	1	OBSOLETE
28	Disposal Rm. SAMSUNG CHROMEBOOK	3600000129	1	OBSOLETE
29	Disposal Rm. ACER CHROMEBOOK	1503031214	1	OBSOLETE
30	Disposal Rm. SAMSUNG CHROMEBOOK	3600000166	1	OBSOLETE

Date: 7/6/2021

Authorized Campus
Signature 

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Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

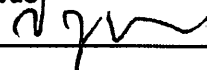
Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	Disposal Rm.	ACER CHROMEBOOK	1503042251	1	OBSOLETE
2	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000058	1	OBSOLETE
3	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000111	1	OBSOLETE
4	Disposal Rm.	SAMSUNG CHROMEBOOK	1503304707	1	OBSOLETE
5	Disposal Rm.	SAMSUNG CHROMEBOOK	3600003187	1	OBSOLETE
6	Disposal Rm.	ACER CHROMEBOOK	1503043641	1	OBSOLETE
7	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000151	1	OBSOLETE
8	Disposal Rm.	SAMSUNG CHROMEBOOK	1602053811	1	OBSOLETE
9	Disposal Rm.	LENOVO CHROMEBOOK	3600001446	1	OBSOLETE
10	Disposal Rm.	SAMSUNG CHROMEBOOK	1509172301	1	OBSOLETE
11	Disposal Rm.	SAMSUNG CHROMEBOOK	1602052308	1	OBSOLETE
12	Disposal Rm.	SAMSUNG CHROMEBOOK	3600000051	1	OBSOLETE
13	Disposal Rm.	SAMSUNG CHROMEBOOK	1509171438	1	OBSOLETE
14	Disposal Rm.	ELMO AUDIO VISUAL	811121042	1	OBSOLETE
15	Disposal Rm.	SAMSUNG CHROMEBOOK	1503305705	1	OBSOLETE
16	Disposal Rm.	SAMSUNG CHROMEBOOK	1512085028	1	OBSOLETE
17	Disposal Rm.	ACER CHROMEBOOK	1503032701	1	OBSOLETE
18	Disposal Rm.	SAMSUNG CHROMEBOOK	1512085520	1	OBSOLETE
19	Disposal Rm.	ELMO PRESENTER	907290932	1	OBSOLETE
20	Disposal Rm.	DELL LAPTOP	2600002051	1	OBSOLETE
21	Disposal Rm.	EPSON PROJECTOR	811060506	1	OBSOLETE
22	Disposal Rm.	SAMSUNG CHROMEBOOK	1602042606	1	OBSOLETE
23	Disposal Rm.	ELMO PRESENTER	907290110	1	OBSOLETE
24	Disposal Rm.	ACER CHROMEBOOK	NXSHEAA004435270877600	1	OBSOLETE
25	Disposal Rm.	DELL LAPTOP	1402264158	1	OBSOLETE
26	Disposal Rm.	LENOVO CHROMEBOOK	3600003188	1	OBSOLETE
27	Disposal Rm.	LENOVO CHROMEBOOK	3600002517	1	OBSOLETE
28	Disposal Rm.	LENOVO CHROMEBOOK	2600002618	1	OBSOLETE
29	Disposal Rm.	LENOVO CHROMEBOOK	3600002029	1	OBSOLETE
30	Disposal Rm.	LENOVO CHROMEBOOK	3600002040	1	OBSOLETE

Date: 7/6/2021

Authorized Campus
Signature 

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Other Technology

Fixed Asset Discard List

Excell Loya

Campus (Please Check Appropriate Campus)

SE High School

GEMS

Alarcon

Borrego

Sambrano

Room#	Description	Tag Number/Serial	Qty	Comments/Reasons	
1	Disposal Rm.	LENOVO CHROMEBOOK	3600002034	1	OBSOLETE
2	Disposal Rm.	LENOVO CHROMEBOOK	2600002547	1	OBSOLETE
3	Disposal Rm.	LENOVO CHROMEBOOK	2600002594	1	OBSOLETE
4	Disposal Rm.	LENOVO CHROMEBOOK	3600002602	1	OBSOLETE
5	Disposal Rm.	LENOVO CHROMEBOOK	2600002543	1	OBSOLETE
6	Disposal Rm.	LENOVO CHROMEBOOK	3600002548	1	OBSOLETE
7	Disposal Rm.	LENOVO CHROMEBOOK	2600002660	1	OBSOLETE
8	Disposal Rm.	LENOVO CHROMEBOOK	3600002618	1	OBSOLETE
9	Disposal Rm.	LENOVO CHROMEBOOK	3600002566	1	OBSOLETE
10	Disposal Rm.	LENOVO CHROMEBOOK	3600002042	1	OBSOLETE
11	Disposal Rm.	LENOVO CHROMEBOOK	3600002581	1	OBSOLETE
12	Disposal Rm.	LENOVO CHROMEBOOK	3600001399	1	OBSOLETE
13	Disposal Rm.	LENOVO CHROMEBOOK	3600002041	1	OBSOLETE
14	Disposal Rm.	LENOVO CHROMEBOOK	2600002581	1	OBSOLETE
15	Disposal Rm.	LENOVO CHROMEBOOK	2600002632	1	OBSOLETE
16	Disposal Rm.	LENOVO CHROMEBOOK	2600002599	1	OBSOLETE
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Date: 7/6/2021

Authorized Campus

Signature 

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Special Ed Department



Other: Special Ed. Dept.

Excell

Loya

Fixed Asset Discard List

Campus (Please Check Appropriate Campus)

SE High School

Middle School

Alarcon

Borrego

Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	F-123	Apple iPod	1101040406	1	Obsolete
2	F-123	Apple iPod	1101045253	1	Obsolete
3	F-123	Apple iPod	1101044904	1	Obsolete
4	F-123	Apple iPod	1101044531	1	Obsolete
5	F-123	Apple iPod	1101044947	1	Obsolete
6	F-123	Apple iPod	1101040530	1	Obsolete
7	F-123	Apple iPod	1101044808	1	Obsolete
8	F-123	Apple iPod	1101044357	1	Obsolete
9	F-123	Apple iPod	1101044153	1	Obsolete
10	F-123	Apple iPod	1101045211	1	Obsolete
11	F-123	Apple iPod	1101044727	1	Obsolete
12	F-123	Apple iPod	110044437	1	Obsolete
13	F-123	Apple iPod	1101040204	1	Obsolete
14	F-123	Apple iPod	1101045419	1	Obsolete
15	F-123	Apple iPod	1101045423	1	Obsolete
16	F-123	Apple iPod	1101040446	1	Obsolete
17	F-123	Apple iPod	1101045621	1	Obsolete
18	F-123	Apple iPod	1101040330	1	Obsolete
19	F-123	Apple iPod	1101045044	1	Obsolete
20	F-123	Apple iPod	1101045953	1	Obsolete
21	F-123	Apple iPod	1101045336	1	Obsolete
22	F-123	Apple iPod	1101045504	1	Obsolete
23	F-123	Apple iPod	1101045539	1	Obsolete
24	F-123	Apple iPad	1304261509	1	Obsolete
25	F-123	Dell Latitude 3440	1405292021	1	Obsolete
26	F-123	Apple Keyboard Dock	No TAG	1	Not in Fixed Assets/Obsolete
27	F-123	Dell Latitude 5480	2600001579	1	Broken
28	F-123	Dell AXIM X5	0306274205	1	Not in Fixed Assets/Obsolete
29	F-123	Dell Latitude 5480	2600001577	1	Broken
30					

Date: July 2021

Authorized Campus

Signature AS Sanchez

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7/23/21

Technology Department



Other (Technology, Maintenance, etc.)

Excell

Loya

Fixed Asset Discard List

Campus (Please Check Appropriate Campus)

SE High School

GE Middle School

Alarcon

Borrego

Sambrano

#	Room #	Description	Tag #	Qty.	Comments / Reason
1	100	Cisco 4507 Switch	1111162542	1	Obsolete/Nonfunctional
2	100	Power Supply	1111161554	1	Obsolete/Nonfunctional
3	100	Power Supply	1111161724	1	Obsolete/Nonfunctional
4	100	WSX45SUP7-7-E	1111162312	1	Obsolete/Nonfunctional
5	100	Cisco 5200 Router	0000235900	1	Obsolete/Nonfunctional
6	100	Dell Server	1107194729	1	Obsolete/Nonfunctional
7	100	APC KVM	1203224515	1	Obsolete/Nonfunctional
8	100	Dell Server	1107195154	1	Obsolete/Nonfunctional
9	100	Dell Server	1107195233	1	Obsolete/Nonfunctional
10	100	Monitor	1009233127	1	Obsolete/Nonfunctional
11	100	Cisco 3550 Switch	SN:CAT1002Z3MJ	1	Obsolete/Nonfunctional
12	100	Cisco 48-10/100+2 Gbic Ports	0602285739	1	Obsolete/Nonfunctional
13	100	Cisco 2960 Switch	SN:FOC1750Z17U	1	Obsolete/Nonfunctional
14	100	Monitor	1412303842	1	Obsolete/Nonfunctional
15	100	Cisco CT5508-K9	1004194624	1	Obsolete/Nonfunctional
16	100	Iboss Web filter	PT000213031	1	Obsolete/Nonfunctional
17	100	Iboss Web Reporter	PT000209244	1	Obsolete/Nonfunctional
18	100	Apple File Server	1002251000	1	Obsolete/Nonfunctional
19	100	Dell Server	0702011433	1	Obsolete/Nonfunctional
20	100	Dell Server	0410135154	1	Obsolete/Nonfunctional
21	100	Load Balancer	0207113917	1	Obsolete/Nonfunctional
22	100	Keyboard Video MouseKVA	1211274827	1	Obsolete/Nonfunctional
23	100	Dell Server Chassis	0801084831	1	Obsolete/Nonfunctional
24	100	Dell Server Chassis	0804101355	1	Obsolete/Nonfunctional
25	100	Dell Server	0710232011	1	Obsolete/Nonfunctional
26	100	Dell Server	0508012458	1	Obsolete/Nonfunctional
27	100	Dell Server	0705042944	1	Obsolete/Nonfunctional
28	100	Network Equipment	20ZDPC1	1	Obsolete/Nonfunctional
29	100	Network Equipment	B0ZDPC1	1	Obsolete/Nonfunctional
30	100	Network Equipment	60ZCPC1	1	Obsolete/Nonfunctional
31	100	Network Equipment	90ZCPC1	1	Obsolete/Nonfunctional
32	100	Network Equipment	80ZDPC1	1	Obsolete/Nonfunctional
33	100	Network Equipment	50ZDPC1	1	Obsolete/Nonfunctional
34	100	Network Equipment	JZYDPC1	1	Obsolete/Nonfunctional
35	100	Network Equipment	10ZDPC1	1	Obsolete/Nonfunctional
36	100	Network Equipment	40ZDPC1	1	Obsolete/Nonfunctional
37	100	Network Equipment	30ZDPC1	1	Obsolete/Nonfunctional
38	100	Dell KVM	HZYDPC1	1	Obsolete/Nonfunctional
39	100	Dell Server	0407301730	1	Obsolete/Nonfunctional
40	100	Dell Server	5MGSNL1	1	Obsolete/Nonfunctional

Date:

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Signature _____

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TECHNOLOGY DEPARTMENT



Fixed Asset Discard List

Other (Technology, Maintenance, etc.)

Excell

Loya

Campus

(Please Check Appropriate Campus)

SE High School

GE Middle School

Alarcon

Borrego

Sambrano

#	Room #	Description	Tag #	Qty.	Comments / Reason
1	100	Technology Obsolete Equipment	HH53HF1	1	Obsolete/Nonfunctional
2	100	Barracuda Archiver	0911020423	1	Obsolete/Nonfunctional
3	100	Cisco Router	0000235900	1	Obsolete/Nonfunctional
4	100	3com Switch	093105550	1	Obsolete/Nonfunctional
5	100	Dell Server	0410135154	1	Obsolete/Nonfunctional
6	100	Dell Server	0702011433	1	Obsolete/Nonfunctional
7	100	Cisco 3560 Switch	1004214415	1	Obsolete/Nonfunctional
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Date: 7/28/2021 15:04

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