

**BOARD OF TRUSTEES
Regular Meeting Agenda
March 19, 2024
5:30 PM**

The Board of Trustees of the Midland Independent School District will attend the following Regular Meeting on March 19, 2024, beginning at 5:30 PM at
Bowie Fine Arts Academy
805 Elk Avenue
Midland, Texas 79701.

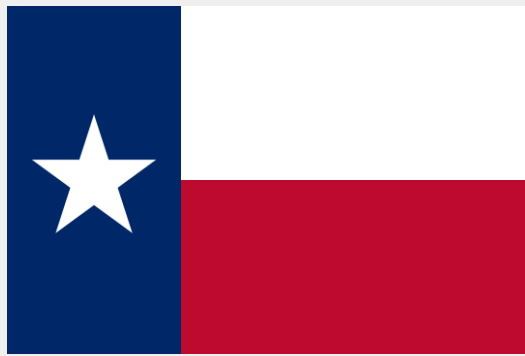
**Please note that the District may add or remove agenda items up until 72 hours prior to the meeting. Pursuant to the Texas Open Meetings Act the District must publicly post this notice and agenda 72 hours prior to the meeting.*

Public Forum: Participants must register to speak in person by 5:25 p.m. on the day of the meeting.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Moment of Silence



I pledge allegiance to the Flag of
the United States of America, and
to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.



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

4. Pledge to the US Flag and Texas Flag
 - A. Legacy Freshman High School
 1. Principal: Jared Andrews
 - a. Pledge Leaders: Emersyn Chapagne and Ariza Thompson
 - B. Vision of Midland ISD - Educating the Future with Excellence
 - C. Mission of Midland ISD - All Students will Graduate College, Career, or Military Ready
5. Awards/Achievements/Recognitions/Announcements
 - A. State & National Qualifiers and Recognitions
 1. Academic All-State Basketball
 2. Academic All-State Swim
 3. Blue Bell/Texas Sports Writers Association Class 6A All-State Football Team
 4. Business Professionals of America (BPA) State Qualifiers
 5. Crime Stoppers State Art Contest Winner
 6. Distributive Education Clubs of America (DECA) State Qualifiers
 7. Destination Imagination State Qualifiers
 8. Greater Texas Ford Dealers 6A Female Athlete of the Month
 9. Greater Texas Ford Dealers 6A Male Athlete of the Week
 10. Midland County 4H Livestock Show Grand Champions, Reserve Champions, Breed Champions at the County Show and those who Placed in a Major Show
 11. Midland Reporter-Telegram Regional Spelling Bee Winner
 12. National Speech and Debate Association Tournament
 13. State Science Fair Qualifiers
 14. Swim and Dive State Qualifiers
 15. Texas Theatre Scholar for the 2023-2024 School Year
 16. Robotics State Qualifiers
 - B. Community Accolades
 1. Legacy High School Culinary Department
 2. PTA Reflections Winners
 - C. MISD Staff Recognitions
 1. Award of Merit MISD Purchasing
 2. Counselors Reinforcing Excellence for Students in Texas (CREST) Award
 3. Region 1-6A Coach of the Meet
 4. Rare, Outstanding, Compelled and Knowledgeable (R.O.C.K.) Mentoring Program
 5. Texas High School Coaches Association (THSCA) Region 4 Assistant Coach of the Year
6. Public Forum
7. Superintendent's Update

Presenter: Dr. Stephanie Howard
8. District Informational Reports
 - A. Bond 2023 Monthly Report

Tucker Durham & Cortney Smith



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Tucker Durham, Chief Financial Officer, and Cortney Smith, Chief of Facilities and Operations

Subject: Bond 2023 Monthly Report

District Presentation

Financial Impact

N/A

Strategic Plan Goals/Board Academic Goals

1-5

Executive Summary

Presentation to provide an update on the progress of the 2023 Bond. Midland ISD is committed to providing transparency to the Board of Trustees and voters in Midland County on a monthly basis for all aspects of the approved bond of 2023. Monthly updates will include but are not limited to construction and project timelines, costs of projects and financial reports, and communication and marketing efforts.

Recommendation

Presentation Only

Motion

N/A

Contact Person

Tucker Durham, Chief Financial Officer, and Cortney Smith, Chief of Facilities and Operations

Enclosure

N/A

Bond 2023 Monthly Update

**Tucker Durham, Cortney Smith, and
Lyndsey White**

March 19, 2024

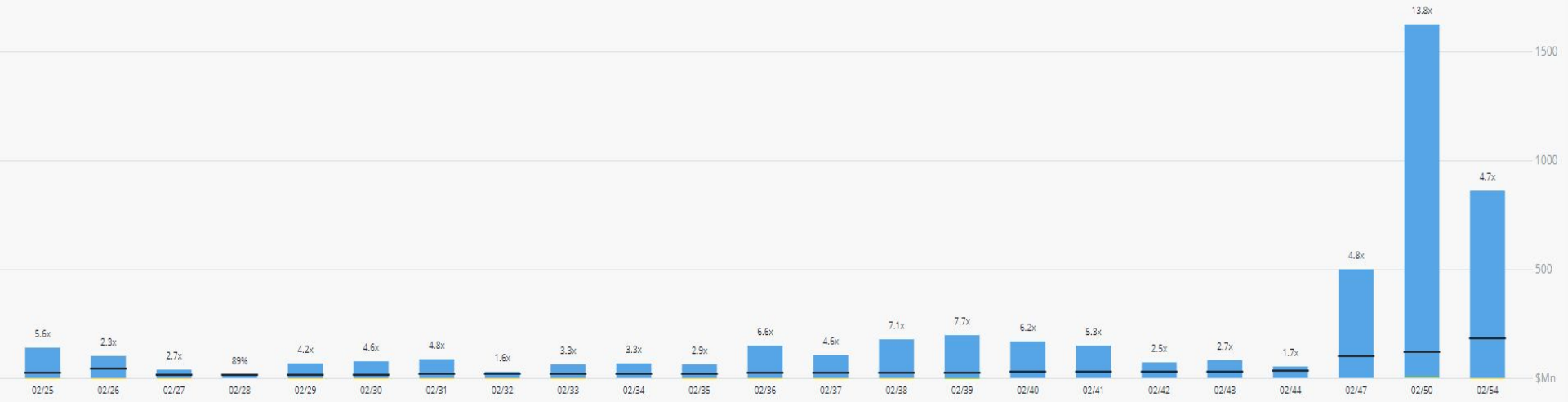


Overview



- Bond Advisory Committee Meeting #2
- New Elementary School design modifications
- Geotechnical services for new high schools
- Project Package update
- Bond Sale

■ TX Retail 0%
 ■ NA Retail <1%
 ■ Retail - Other <1%
 ■ Institutional 99%
 ■ Stock 0%
 [Show All](#)



Recent Orders [View All \(398\) >](#)

| | |
|---|--|
| UBS Global AM (Customer) Raymond James & Asso | 6,500 [▲] 2024: 02/15/2031, 5.000% |
| Norwest Trust Raymond James & Asso | 350 2024: 02/15/2040, 4.000% |
| SEGALL BRYANT HAMILL Raymond James & Asso | 175 2024: 02/15/2043, 4.000% |
| US Bank Corp Asset Management Raymond James & Asso | 1,000 2024: 02/15/2038, 5.000% |
| US Bank Corp Asset Management Raymond James & Asso | 2,000 2024: 02/15/2037, 5.000% |
| US Bank Corp Asset Management Raymond James & Asso | 2,000 2024: 02/15/2036, 5.000% |
| US Bank Corp Asset Management Raymond James & Asso | 700 2024: 02/15/2035, 5.000% |

Summary [View Order Monitor >](#)

\$4,884,165 (5.6x)
TOTAL ORDERS (M)

\$872,350 \$1,580
FILL (M) BALANCE (M)

8

99% SHORT (0-10 YR) FILL
 100% MID (11-20 YR) FILL
 100% LONG (21-30+ YR) FILL

Top Managers [Top Accounts](#) [Reports >](#)

| | |
|----------------------|-----------|
| Raymond James & Asso | 4,743,095 |
| BOK Fin Sec | 83,870 |
| Frost Bank | 40,000 |
| Baird | 10,725 |
| FHN Memphis | 5,475 |
| Estrada Hinojosa & C | 1,000 |

Next Steps

- Financial Dashboard
- Media Coverage

NewsWest 9
21h · 🌐

Legacy High School AP English students are getting themselves involved in the design of the new high schools. Take a look at the designs!

NewsWest 9 News Weather Sports VERIFY

SELECTIONS ADVERTISE WITH US BEST OF THE BASIN CRIME TV LISTINGS

LOCAL NEWS

Opinions wanted on designs for two new high schools in Midland

The surveys are available in both English and Spanish and will inform the final design of the high schools.

Midland ISD gives update on bond

By Armando Gomez
Published: Jan 18, 2024 at 12:42 PM CST

Auto 6K Bus Parking AP/IB Library Senior Junior Sophomore

9 13 comments 2 shares



B. Financial and Budget Preparation for 2024-2025 Update #2
Presenter: Tucker Durham

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Financial and Budget Preparation for 2024-2025 Update

District Report

Executive Summary:

Annually, the Board of Trustees is responsible for adopting a budget and setting a tax rate in order to sustain the adopted budget. The budget process is a year-long process that involves planning for the upcoming fiscal year, preparation of allocating resources then, after the adoption, requires monitoring the budget for effectiveness. A budget calendar has been developed and distributed to better outline the high-level budget process from the day the budget goes into effect to the end of the fiscal year as a roadmap for the board to be informed about. This will be an ongoing report each month leading up to the budget adoption in June, where we'll discuss assumptions, the state of the district, any legislative changes that have budget implications, and the building blocks that make up the budget for the 2024-2025 fiscal year. In December, we discussed historical data but will start focusing on assumptions for the upcoming year moving forward, while utilizing historical data to lead towards used assumptions.

Contact Person:

Tucker Durham, Chief Financial Officer

Review 2024 - 2025 Budget Update

Tucker Durham

March 19, 2024



2024 - 2025 District Budget Priorities

1. Balanced Budget
2. Salary Increase
3. Data-driven budgeting based on board goals, strategic plan, and comprehensive assessment

2024 - 2025 Budget Planning Overview

April

- Preliminary 2024 Taxable Values from MCAD

May

- Review TASB Compensation Study
- Approve 2024 - 2025 Compensation Plan

15

June

- Public Hearing to Discuss Proposed Budget and Tax Rate
- Board Approval of 2024 - 2025 Budget
- Final Budget Amendment for Current 2023 - 2024 Fiscal Year

Factors Influencing Budget Process

LEGISLATIVE
SESSION

ENROLLMENT &
ATTENDANCE

AVAILABLE
FEDERAL
FUNDING

RECRUITMENT
& RETENTION

NEW FACILITIES

INFLATION

INCREASE IN
PROPERTY
VALUES

UNFILLED
POSITIONS

Funding of Texas School Districts



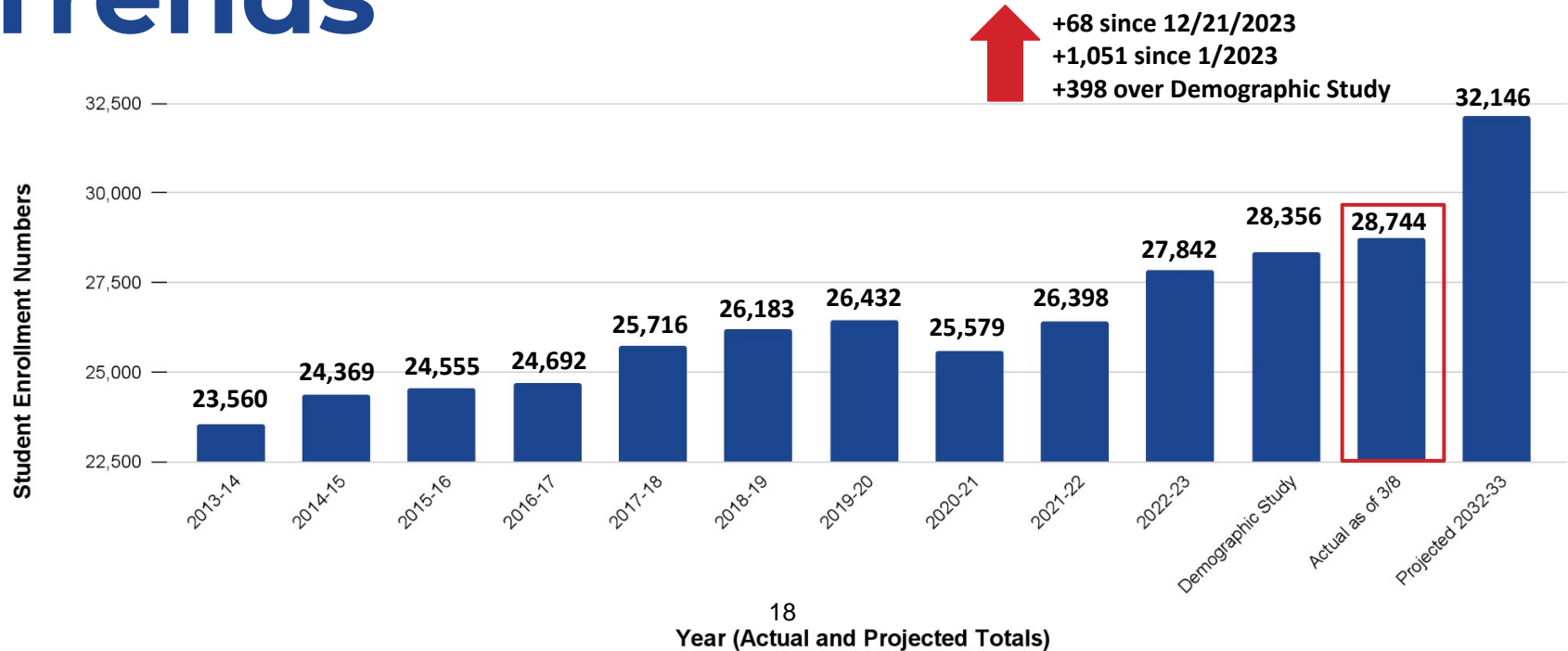
PROPERTY TAXES

- Values determined by Midland Central Appraisal District (MCAD)
- Tax rate comprised of:
 - Maintenance and Operations (M&O)
 - Interest and Sinking (I&S)
- M&O rate
 - Maximum Compression Rate (MCR) determined by TEA annually
- Optional homestead exemption
 - 10%

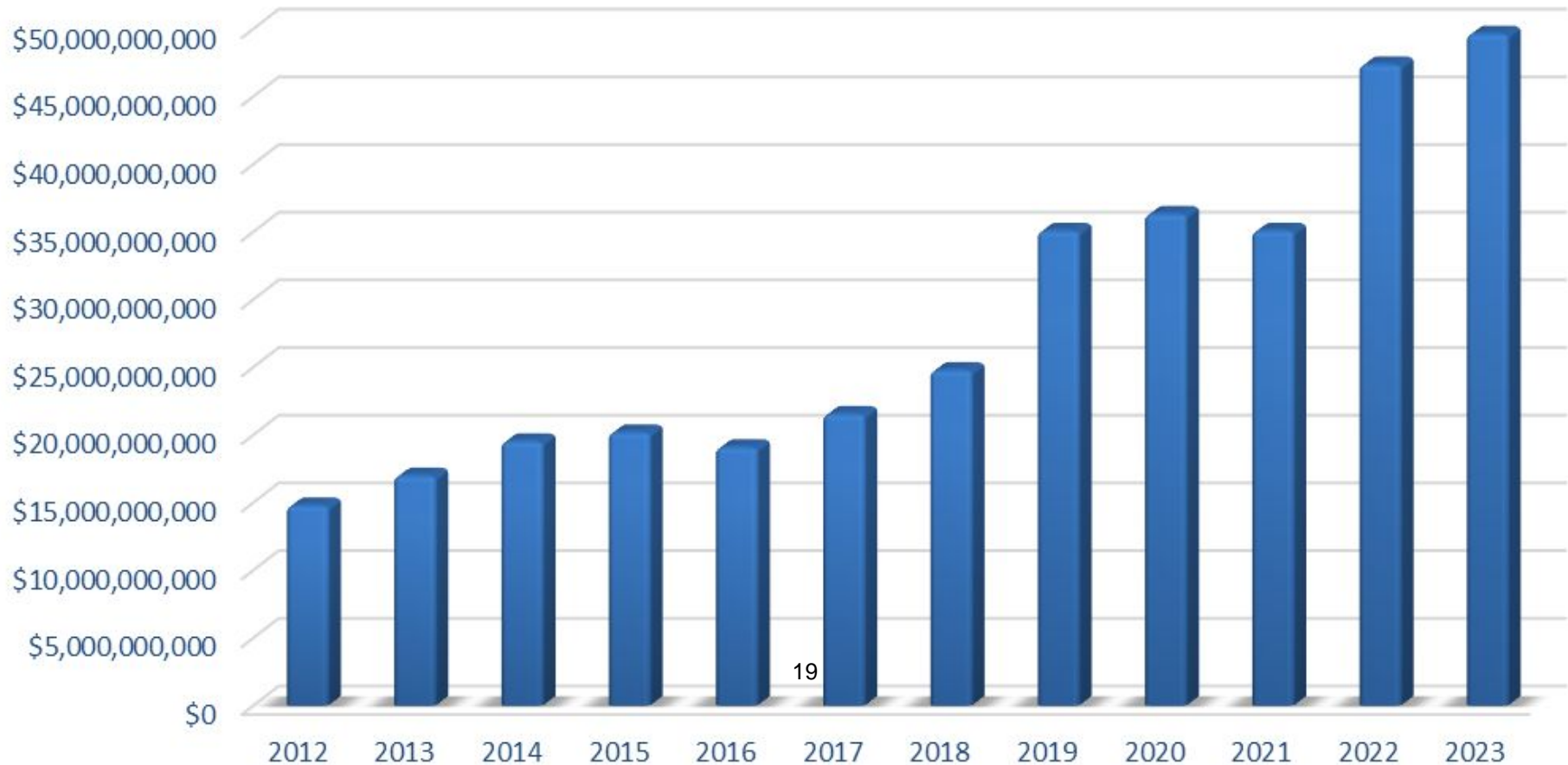
STATE AID

- Legislative state funding formula
 - Values determined by Comptroller
- Influenced by:
 - Enrollment
 - Average Daily Attendance (ADA)
 - Special Populations
 - Enrichment Pennies
 - Property Wealth
- Not adjusted for inflation
 - Basic Allotment = \$6,160

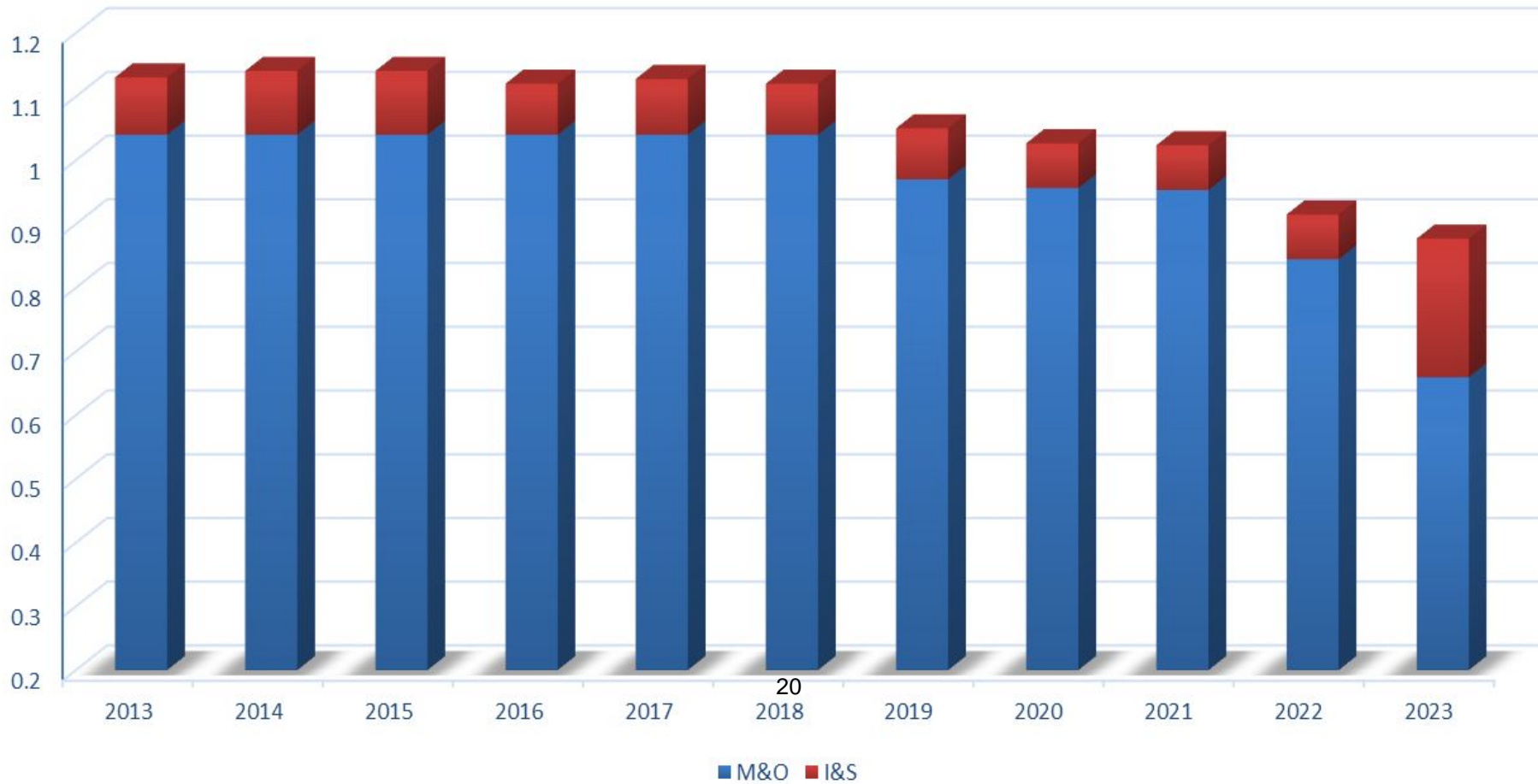
Enrollment Trends



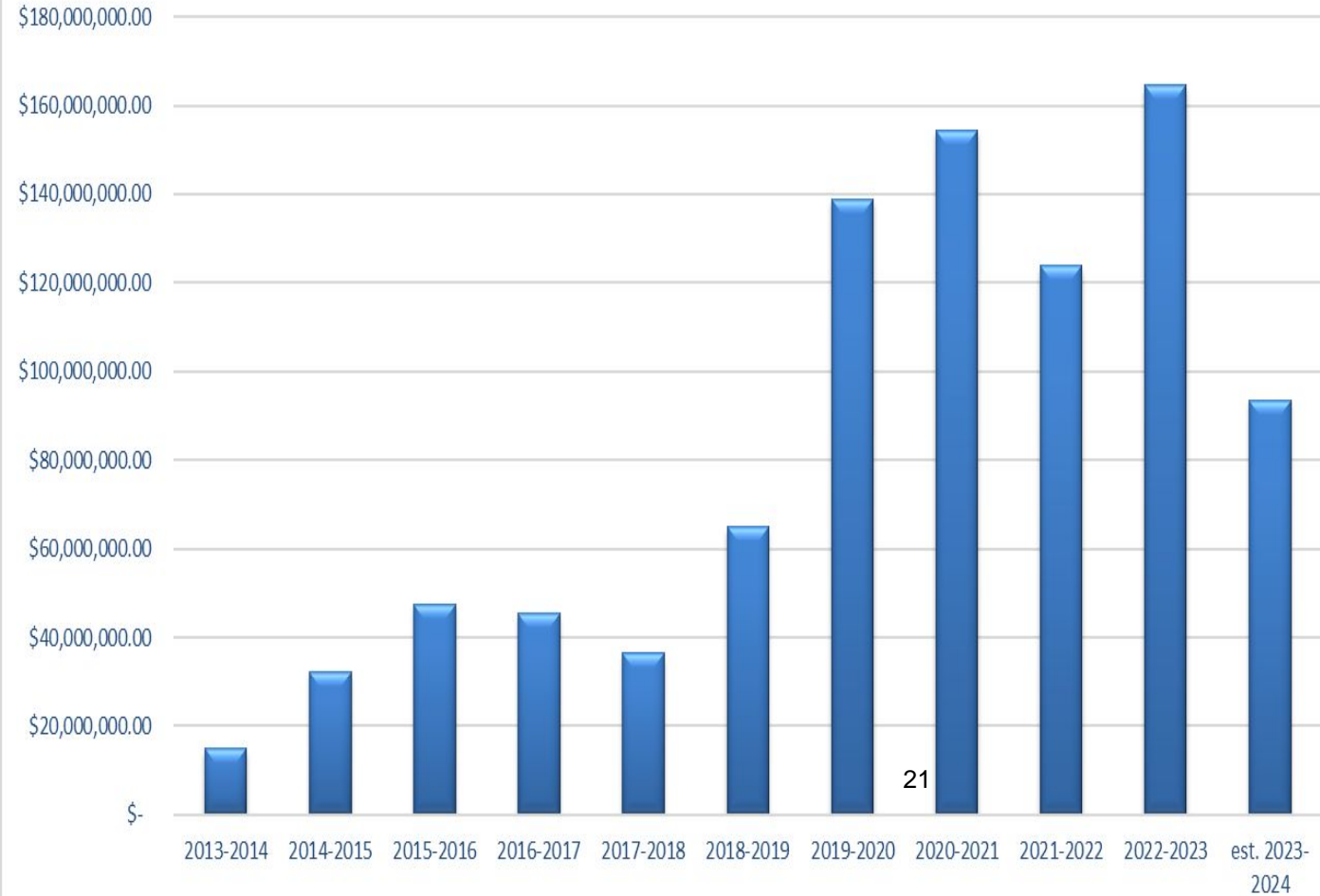
Historical Property Values



Historical Tax Rates



Recapture Payments Since 2013-2014



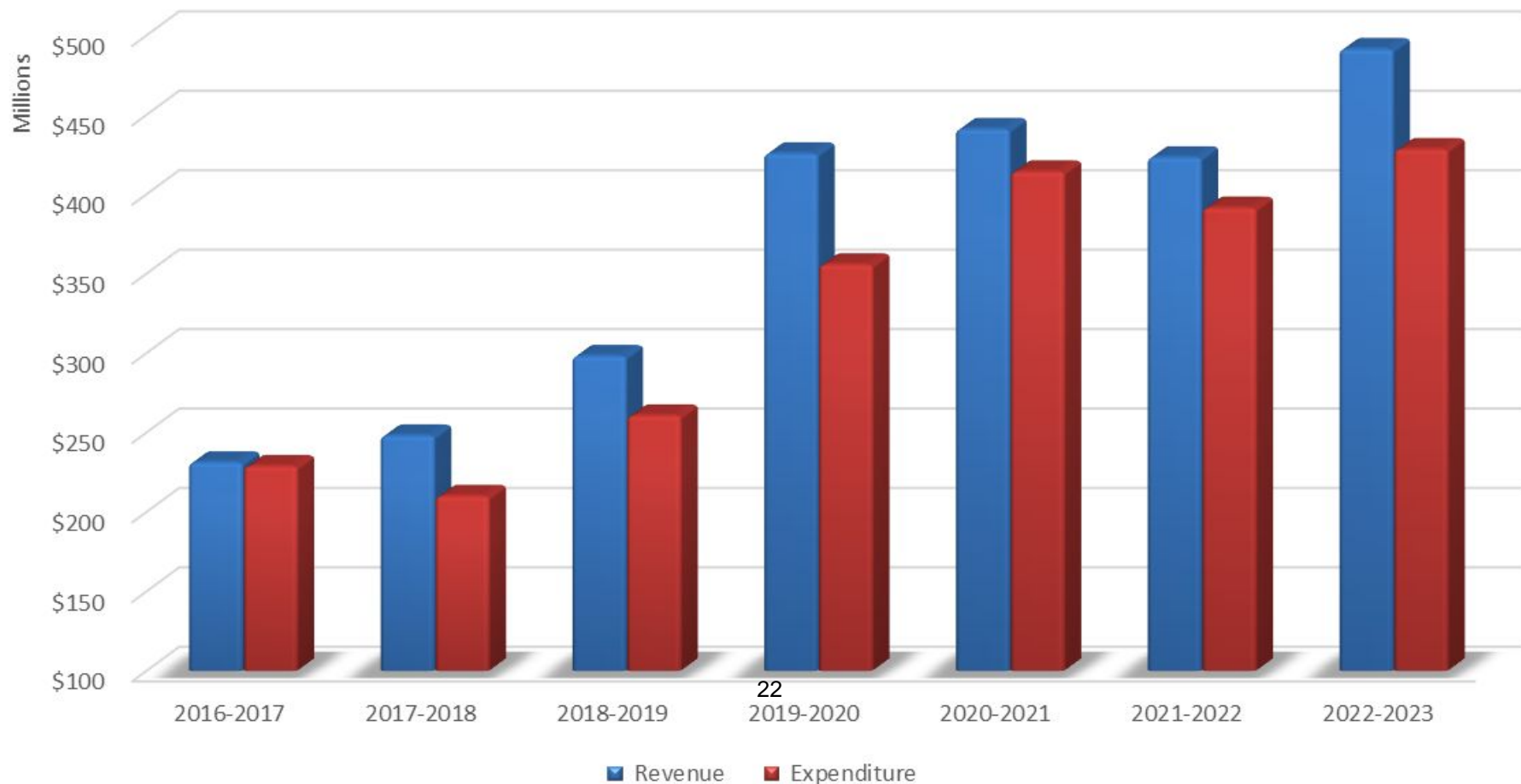
Since 2013 - 2014

- \$914,451,426

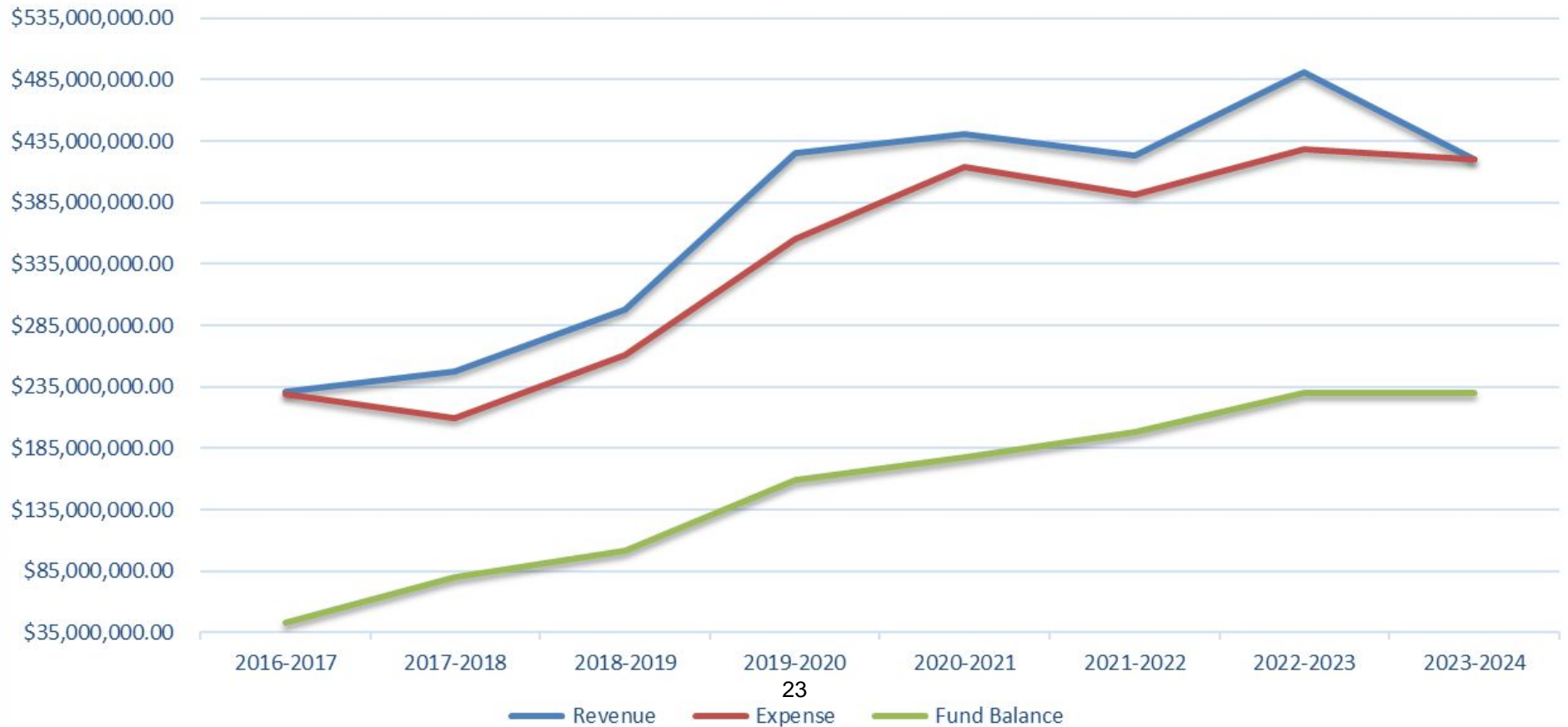
Est. for 2023 - 2024

- \$91,586,533

Historical Revenue vs. Expenditure



Revenue, Expenditure, Fund Balance



23

History Revenues - Monthly



Percentages represent historical trend that will be applied to projection analysis.

Amounts in white will be excluded and replaced with an average of remaining amounts (in purple) for given months across all year. If all amounts in the months are white, the program will assume \$0.

| Fiscal Year | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|-------------|-------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|
| FY2019 | \$617,376 | \$2,888,778 | \$9,513,728 | \$16,014,127 | \$21,113,028 | \$68,795,139 | \$91,931,797 | \$95,710,444 | \$19,880,552 | \$10,236,852 | \$21,994,526 | \$23,245,595 |
| FY2020 | \$5,236,326 | \$3,240,484 | \$11,147,027 | \$14,502,340 | \$40,374,610 | \$77,044,711 | \$101,743,643 | \$139,628,972 | \$16,158,778 | \$11,233,912 | \$10,926,677 | \$94,243,731 |
| FY2021 | \$3,267,673 | \$46,411,224 | \$37,308,467 | \$36,479,454 | \$28,259,821 | \$115,190,120 | \$116,292,635 | \$114,771,928 | \$14,063,026 | \$17,448,304 | \$16,959,886 | \$39,252,158 |
| FY2022 | \$3,307,418 | \$7,671,178 | \$40,299,158 | \$33,342,294 | \$35,083,453 | \$92,024,704 | \$115,242,130 | \$83,230,502 | \$38,453,632 | \$15,321,423 | \$12,779,152 | \$51,359,483 |
| FY2023 | \$4,065,525 | \$7,408,826 | \$34,909,848 | \$38,531,433 | \$31,176,075 | \$98,014,295 | \$188,210,507 | \$96,399,468 | \$32,676,940 | \$12,192,165 | \$16,268,716 | \$34,940,993 |
| | 0.63% | 2.58% | 5.09% | 5.31% | 5.96% | 17.24% | 23.45% | 20.25% | 4.63% | 2.54% | 3.02% | 9.29% |

Key Budget Assumptions

| | |
|--------------------------------------|--|
| Formula Transition Grant | Expires after current fiscal year |
| ESSER Funding | Expires September 2024 |
| Projected Enrollment | 29,238 |
| Projected ADA | 26,568 |
| Projected Attendance Rate | 93% |
| Tax Collection | 98% (historically 98.65%) |
| Increase in Safety & Security Budget | Due to HB3 in 88th legislative Session |

Key Budget Assumptions Cont.

| | | |
|--|-------------------------------|----------------------|
| Number of Campuses (39) | \$15,000 per campus | \$585,000 |
| 28 Cent Increase in Safety & Security Allotment (\$10 per refined ADA) | 26,568 refined ADA | \$265,680 |
| Total State Funding | | \$850,680 |
| Needed Armed Guards at Midpoint Salary Range (39) | \$76,743 (including benefits) | \$2,992,977 |
| Difference | | (\$2,142,308) |

Key Budget Assumptions Cont.

Revenue Assumptions Through Current Funding Formula

| | 23 - 24 | 24 - 25 |
|------------------------------|---------------|----------------|
| Projected Revenue from State | \$292,970,754 | \$255,433,167 |
| Difference | | (\$37,537,587) |

Next Steps

- Review of Requested Budget for Next Year
- TASB Staffing and Pay System Maintenance
- Review Federal Funds and Seek Alternative Funding Opportunities
- Public Hearing on Proposed Budget and Tax Rate
- Budget Adoption in June
- Tax Rate Adoption in September





Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Ashley Osborne, Associate Superintendent for Teaching and Learning

Subject: K-5 Math Curriculum Resource Update

District Report

Executive Summary

The Associate Superintendent for Teaching and Learning, the Executive Director of Elementary Teaching and Learning, and the K-5 Math Coordinator will provide a K-5 Math Curriculum Resource Update. For better consistency and update-to-date resources, the district pursued a Request for Proposal (RFP) for K-5 Mathematics. The update provided during the district report will include the selection process, the recommended resource, and the rationale behind the selection. Additionally, related to this update, the administration will request that the Board of Trustees approve RFP # 23-300 Kindergarten through Fifth Grade Math Instructional Materials and Professional Development Services within the Consent Agenda.

Contact Person

Andrea Messick, Executive Director of Elementary Teaching and Learning

Enclosure

March 2024 K-5 Math Curriculum Update Slide Deck



K-5 Math Curriculum Update

March 19, 2024

Alaina Boaz, K-5 Math Coordinator
Andrea Messick, Executive Director of Elementary Teaching and Learning

Background of K-5 Math in MISD

Challenges

Previous curriculum resources

- Inconsistent resources used on campuses
- Two different scope and sequence(s)
- Two different assessments

Opportunities

Recommended curriculum resource

- Single resource to be implemented district-wide
- Grow capacity of teachers, coaches, strategists, and campus administrators
- Ongoing professional learning
- Robust implementation plan
- Comparative data for all students
- Single scope and sequence
- Increased teacher preparation to grow capacity

Timeline of Events

Selection of Committee Members

- November 2023

RFP Published, Vendor Submissions Received

- December 2023 to January 2024

Committee Meetings Held

- January 2024- February 2024
 - reviewed submissions, researched resources, collaborated, collected feedback, and rated resources

Math Curriculum Update to Board of Trustees

- March 19, 2024
 - ³⁴ ○ Board will vote to approve RFP 23-300 on the consent agenda

Committee Members

| Name | Campus/ Dept. | Name | Campus/ Dept. |
|------------------|----------------------|------------------------------|---------------------|
| Andrea Schlueter | Fasken Elem. | Quiana Anders | Burnet Elem. |
| Savanna Beck | General Franks Elem. | Wendi Tucker | Special Education |
| Jessica Martinez | Santa Rita Elem. | Julie Barraza | Burnet Elem. |
| Carina Dettman | Fasken Elem. | Andrea Rodriguez | Parker Elem. |
| Stephanie Fall | General Franks Elem. | Jill Arthur | Yarbrough Elem. |
| Laura Ball | Emerson Elem. | Arcie Pizarro | Bilingual/ ESL |
| Michaela Arrott | General Franks Elem. | Stephanie Reyes | Bilingual/ ESL |
| Emily Terry | Long Elem. | Alaina Boaz | Teaching & Learning |
| Mindy Sellers | Rusk Elem. | Kristin Ross | School Leadership |
| Shana Vourazeris | Santa Rita Elem. | Andrea Messick | Teaching & Learning |
| Mayra Segura | Bunche Elem. | Angela Turley | Greathouse Elem. |
| Odaliz Barros | De Zavala Elem. | Ashley Peralta ³⁵ | South Elem. |



“I’m excited for all teachers to have a common curriculum to facilitate planning for the most effective math instruction possible!” -Andrea Rodriguez, Parker Elem. Principal

Recommendation



STEMscopes scored 100% on the Texas Resource Review in the areas of Concept Development and Rigor, Integration of Process Skills, Progress Monitoring, and Implementation. Units are broken out into five components: Engage, Explore, Explain, Elaborate, and Evaluate to ensure our students learn math processes through various learning modalities. Intervention and Acceleration components are also embedded to ensure all students have access to what they need to be successful.

Why STEMscopes Math?

- Benefits for teachers
 - Access to set up videos and written instructions for each lesson
 - Provides instructional sequence through the Concrete-Representational-Abstract model
 - Can assign TEKS specific tasks to individual students or groups of students
 - Accessible through Classlink for a simple, single sign on experience
- Benefits for students
 - Flexible 5E+IA Learning Model (Engage, Explore, Explain, Elaborate, Evaluate, Intervention, and Acceleration)
 - Real-world tasks and virtual manipulatives
 - Interactive games
 - Spanish translation

“I’m excited for our district to use an engaging, rigorous, differentiated, and thorough resource³⁷ that is aligned with Texas math standards This curriculum guides teachers through implementing inquiry-based learning in every classroom.” -Savanna Beck, General Franks Elem. Teacher

Launch and Implementation Plan

- Launching Professional Learning
 - Early development and release of scope and sequence
 - Offer professional learning sessions through the spring and summer
 - Back to school professional learning sessions
- Ongoing Professional Learning
 - Trainer of trainer model for math strategists and MCLs
 - Planning for vertical alignment
 - In-class and PLC support for planning and lesson rehearsal
 - Bilingual PLC and planning support
- Resource Delivery
 - Print and online resources available to students and teachers
 - Resource delivery directly to campuses
 - English and Spanish resources provided to bilingual classrooms
 - Plan for resources to arrive prior to teachers returning in August



D. School Leadership Department Update

Presenters: Jessica Redman, Tricia Teran, and Shannon Torres

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Jessica Redman, Tricia Teran, Shannon Torres

Subject: School Leadership Department Update

District Report

Executive Summary:

The Executive Directors of School Leadership will provide an overview of the current departmental organization and key areas of focus.

Contact Person:

Jessica Redman, Tricia Teran, Shannon Torres



School Leadership

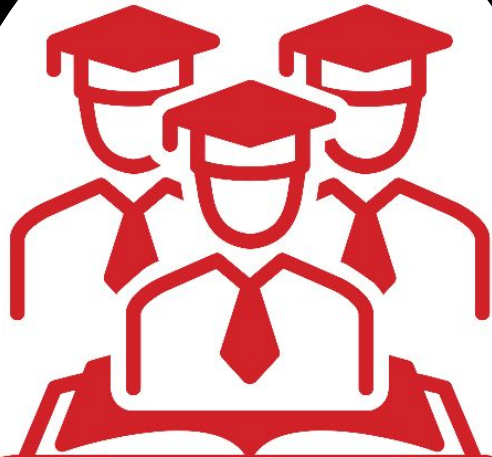
Presenter Name

Tricia Teran, Jessica Redman

and Shannon Torres

March 19, 2024





STUDENT EXPERIENCE

Create learning environments that prepare students for meaningful opportunities post-graduation.



GROW & DEVELOP STAFF

Retain and recruit high-quality staff to continuously improve operations and instruction.



ENGAGE & ACT

Cultivate trust and partnership through meaningful communication with the entire Midland community.

Who We Are



Shannon Torres
Executive Director



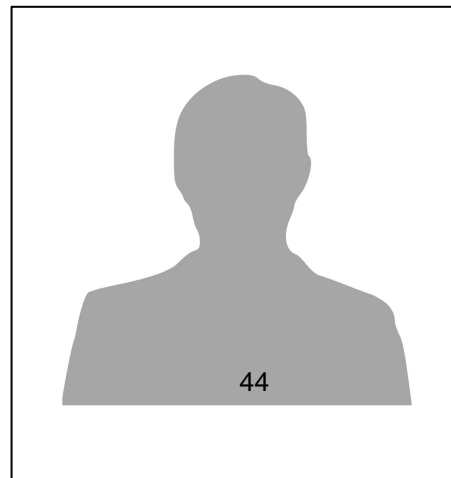
Tricia Teran
Executive Director



Jessica Redman
Executive Director



Cyndi Pyles
Director



Director



Kristin Ross
Director



What We Do



Enhance accountability for campus improvement



Principal supervisors provide mentoring, coaching and guidance to school principals, helping them develop effective leadership skills.



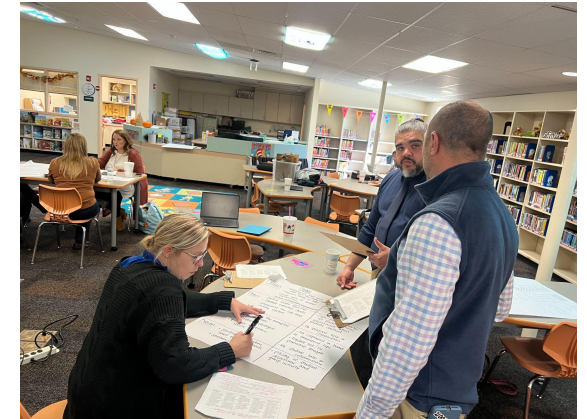
Conduct performance evaluations to identify areas for improvement and recognize strengths.



Principal supervisors help align the actions of school leaders with the broader goals and vision of the school district strategic plan.

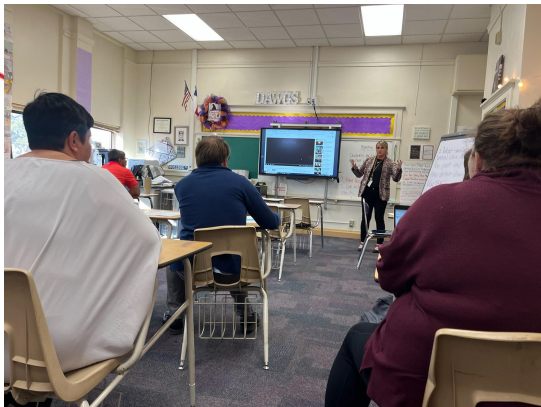
Key Area of Focus 1: Strong School Leadership and Planning

- Campus Leader coaching weekly/bi-weekly
- Protected principal time on campus to focus on instruction
- Remove barriers to create conditions for school success
- Collaboration and professional development opportunities provided for campus leaders



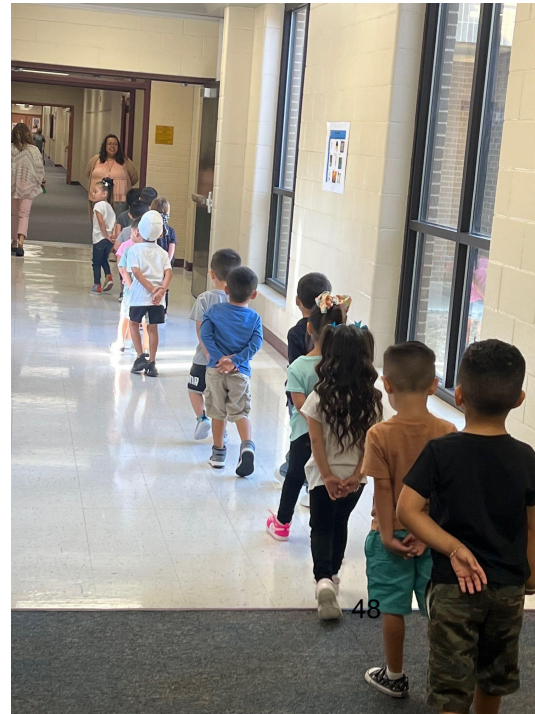
Key Area of Focus 2: Effective Instruction

- Provide training and ongoing support of the implementation of instructional leadership systems (DDI, Observation & feedback, and PLCs)
- District policies, practices, and support effective instruction in schools
- Provide support in the development and implementation of data analysis systems



Key Area of Focus 3: Positive School Culture

- Ensure campus buildings are well maintained, safe, and conducive to learning
- District policies, practices, and support align with and promote positive school culture



Key Area of Focus 4: Strategic Staffing

- Provide training and ongoing support of the implementation of instructional leadership systems through monthly principal and assistant principal learning sessions.
- We have an Aspiring Principal Academy
- Emerging Leaders Academy



The logo features the letters 'MISD' in a white, serif font. Behind the letters are two overlapping triangles: a larger red one on the left and a smaller blue one on the right. The background is a solid dark blue.

MISD

proud



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tim Allen, MISD Emergency Management Coordinator

Subject: Intruder Detection Audit Report Findings

District Report

Executive Summary: The Texas Education Agency has provided Intruder Detection Audit findings to MISD's School Safety and Security Committee.

Contact Person: Tim Allen

9. Action Items

A. Discussion of and Approval for Academic Update: Board Goal Progress Measures
1.2, K-2 Reading NWEA MAP Growth and 2.2, K-2 Math NWEA MAP Growth
Presenter: Andrea Messick

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Andrea Messick, Executive Director of Elementary Teaching and Learning

Subject: Discussion of and Request for Approval of Goal Progress Measures

GPM 1.2- Kindergarten Through Second Grade Growth in Reading

GPM 2.2- Kindergarten Through Second Grade Growth in Math

Action Item

Financial Impact

NA

Board Goals/ Strategic Plan Goals

GPM 1.2: The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in reading, as measured by NWEA MAP, will increase from 49% to 55% by 2028.

GPM 2.2: The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in math, as measured by NWEA MAP, will increase from 51% to 56% by 2028.

Strategic Plan Goal 1.1: Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous improvement.

Executive Summary

The Executive Director of Elementary Teaching and Learning will provide an academic update on Goal Progress Measures 1.2 and 2.2, which focus on the growth of Kindergarten through second grade students in the areas of reading and math, as evidenced by the NWEA MAP Assessment. This report will provide growth data for the 2023-2024 school year.

Recommendation

We recommend that the Board approve the information submitted in the Academic Update for Middle of Year Goal Progress Measures 1.2 and 2.2

Motion

Motion to approve the information submitted in the Academic Update for Middle of Year Goal Progress Measures 1.2 and 2.2

Contact Person

Andrea Messick, Executive Director of Elementary Teaching and Learning

Enclosure

March 2024 Academic Update Slide Deck



Academic Update

Goal Progress Measures 1.2 and 2.2

Andrea Messick, Executive Director of Elementary Teaching and Learning

March 19, 2024

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Using NWEA MAP Assessments to Determine Growth



To measure student growth, we utilize the ***Met Growth Goal*** metric provided by NWEA.

Met Growth Goal is a categorical “yes or no” measure of whether a student met the specific growth goal that was set for them. These goals are individualized for each student and are evaluated to determine term-to-term improvement.

Earning about 50% growth is⁵⁶ typical

GPM 1.2: Kindergarten Through Second Grade Reading



1.2

The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in reading, as measured by NWEA MAP, will increase from 49% to 55% by 2028.

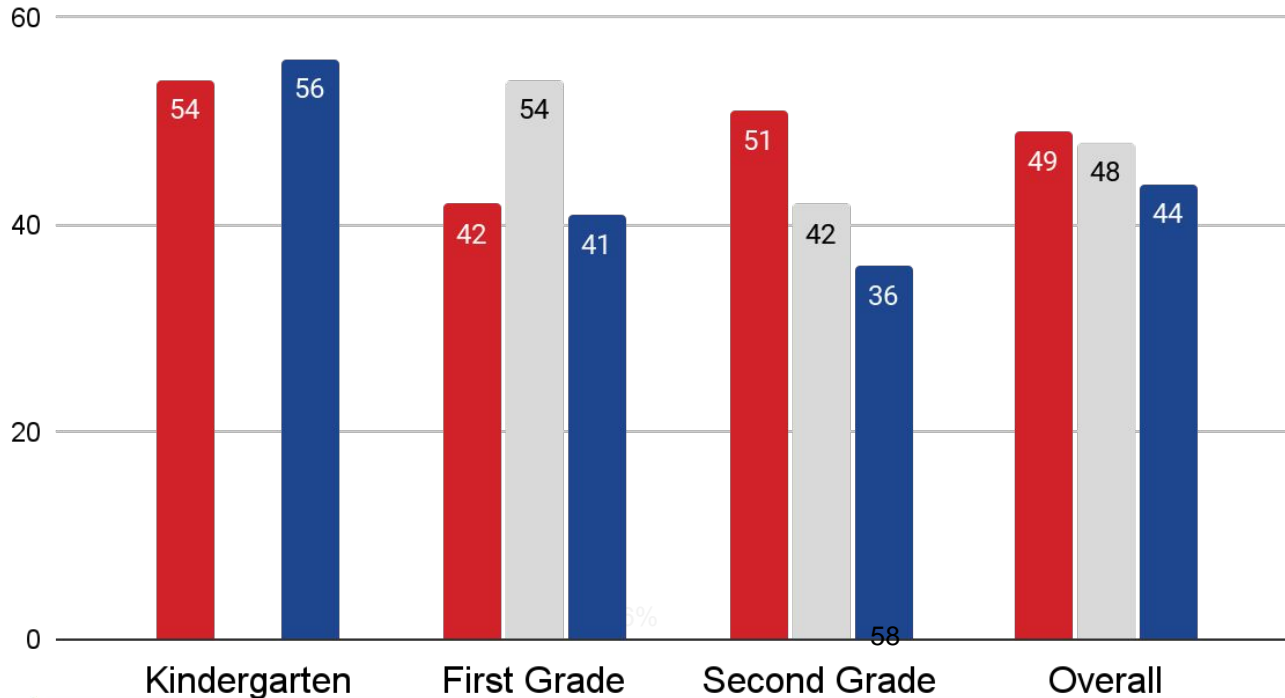
2023-2024 End of Year Target: **50%**

57

GPM 1.2: Kindergarten Through Second Grade Reading



■ 2022-2023 ■ Previous School Year ■ 2023-2024



On Track

**Current 2024
End Of Year Target
50%**

Overall, on track but we are digging deeper into first and second grade growth.

iReady Reading Growth

Reading

How Are Students Progressing Toward Typical and Stretch Growth?

% Students Who Met Half of Typical and Stretch Growth



MISD monitors multiple data sources to triangulate for a more comprehensive understanding of student outcomes.

GPM 2.2: Kindergarten Through Second Grade Math



2.2

The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in math, as measured by NWEA MAP, will increase from 51% to 56% by 2028.

2023-2024 End of Year Target: **52%**

60

GPM 2.2: Kindergarten Through Second Grade Math

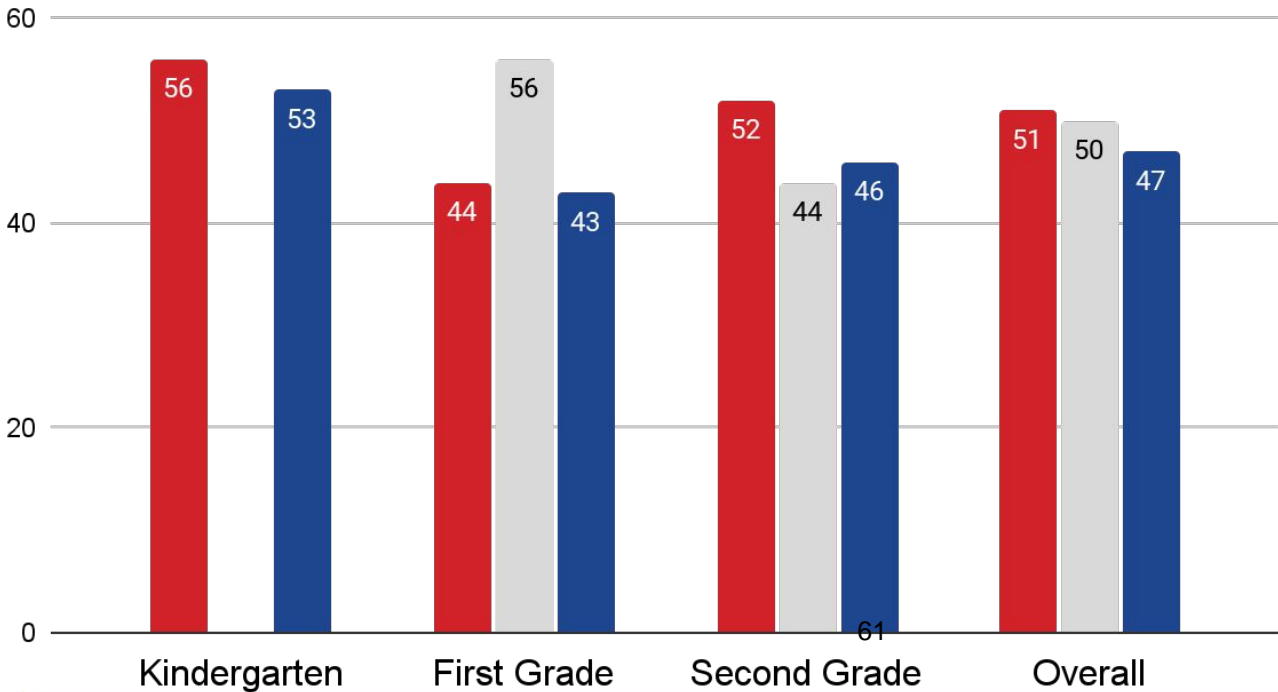


On Track

Current 2024
End Of Year Target
52%

Overall, on track but we are digging deeper into first and second grade growth.

2022-2023 Previous School Year 2023-2024

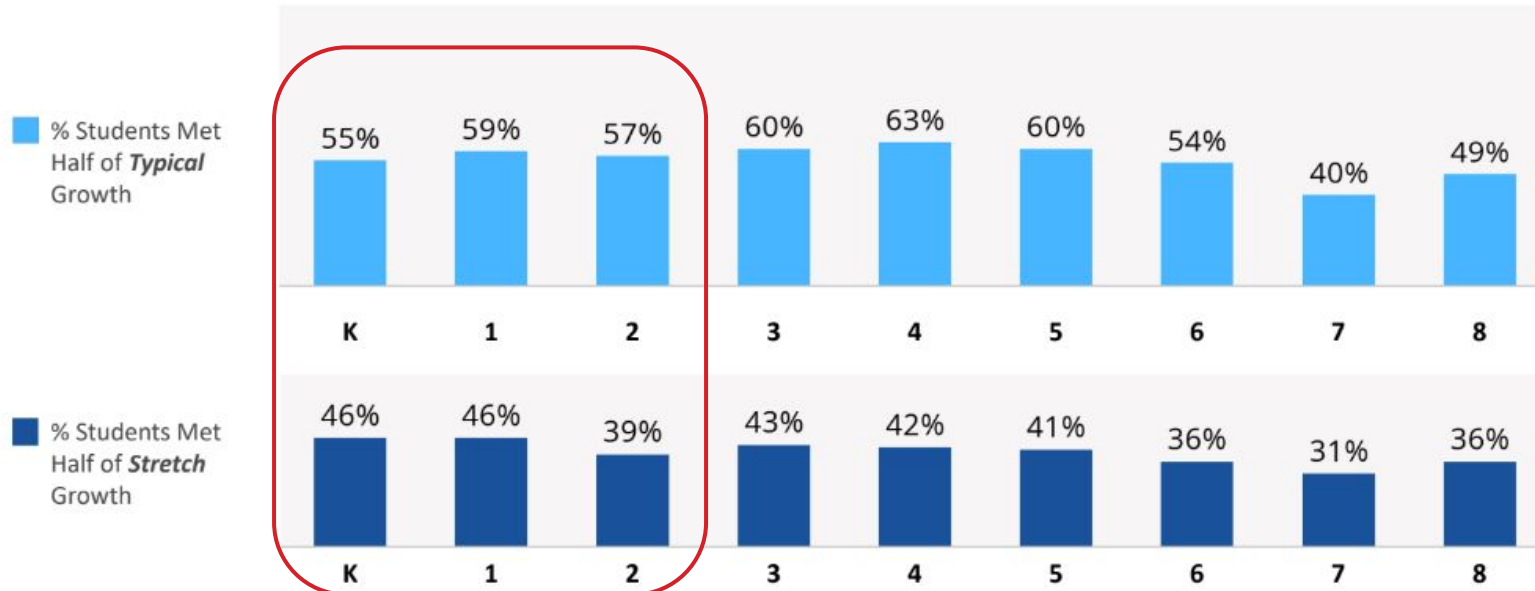


iReady Math Growth

Mathematics

How Are Students Progressing Toward Typical and Stretch Growth?

% Students Who Met Half of Typical and Stretch Growth



MISD monitors multiple data sources⁶² to triangulate for a more comprehensive understanding of student outcomes.

Examples of K-2 RLA Support



Vertically Aligned Professional Learning and TEKS Specific Support

Tools for Instruction

Teach New Word Meanings

The most effective way to learn new vocabulary is through hearing a simple explanation of a word's meaning. It is particularly helpful when the explanation reflects the meaning of the word as it appears in context. Students develop a deep understanding of new words by using them both orally and in writing, and they benefit from activities that help them to connect new words to words and concepts they already know. Explicitly teaching target groups of grade-appropriate words and providing opportunities to engage with them is important for all students, but it is especially crucial for those who enter the classroom with relatively weak oral vocabularies.

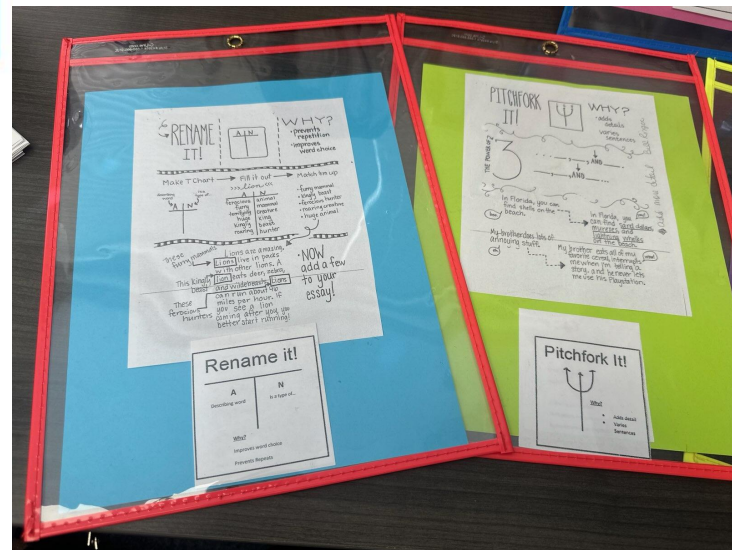
Step by Step 30-45 minutes

1 Teach the target words before reading.

- Choose a level-appropriate text, such as the informational text *From Seed to Plant* by Gail Gibbons. Select three target words you wish to teach.

roots sprout soil

- Ask students to share what they already know about these words. Ask, *Where and when have you heard these words before?*
- Teach these words explicitly before students begin reading the text.
- Use simple language to define the word. Then use examples and nonexamples to build understanding.



Examples of K-2 Math Support



Vertically Aligned Professional Learning and TEKS Specific Support



Let's TALK MATH!

- **TO EXPLAIN:**
 - The strategy I used was...
 - I noticed that...
 - The answer makes sense because...
- **TO AGREE:**
 - I agree with ___ because...
 - My strategy is like yours because...
 - That solution makes sense because...
- **TO DISAGREE:**
 - I disagree with ___ because...
 - The solution doesn't make sense because...
- **TO CLARIFY:**
 - Can you explain how or why...
 - I have a question about...
 - I'm still not sure about...
- **TO EXTEND:**
 - I would like to add onto...
 - Another strategy we could use is...





B. Discussion of and Request for Approval of Board Goals, Goal Progress Measures,
and Constraint Progress Measures through 2028

67

Presenters: Dr. Stephanie Howard, Roberto Cedillo & Ashley Osborne



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Dr. Stephanie Howard, Ashley Osborne, and Robert Cedillo

Subject: Discussion of and Request for Approval of Board Goals, Goal Progress Measures, and Constraint Progress Measures through 2028

Action Item

Board Goal(s):

Board goals 1-5

Executive Summary:

Midland ISD administration will present to the Board of Trustees the recommendation for updated Board Goals, Goal Progress Measures (GPM), and Constraint Progress Measures (CPM) through 2028. The updates will align with HB 3 of the 2019 legislature and will coincide with changes in accountability measures most recently implemented by the Texas Education Agency.

Recommendation:

We recommend that the Board approve the Board Goals, Goal Progress Measures, and Constraint Progress Measures through 2028 as presented.

Motion:

Motion to approve the Board Goals, Goal Progress Measures, and Constraint Progress Measures through 2028

Estimated Time to Prepare Agenda Item:

2 hours

Contact Person:

Ashley Osborne

Midland ISD BOARD GOALS THROUGH 2028

March 19, 2024



BOARD CONSTRAINTS ON SUPERINTENDENT

While in pursuit of the Board's student outcome goals:

- 1. The superintendent shall require all campuses to fully implement Professional Learning Communities.**
- 2. The superintendent shall not allow adult convenience or preference to take priority over the academic progress of students.**

BOARD CONSTRAINTS FOR THE BOARD

The Board shall not allow the Board to:

- 1. Make modifications to, additions to, or subtractions from policy AE(LOCAL) more than once per year;**
- 2. Collectively, or any board member individually, perform or appear to perform any of the roles delegated to the Superintendent; OR**
- 3. Collectively, or any board member individually, violate Board policy.**

Midland ISD Board Goals

1 The percentage of 3rd grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 41% to 55% by 2028. (data source: TAPR)

2 The percentage of 3rd grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 38% to 50% by 2028. (data source: TAPR)

3 The percentage of 4th-English II students who meet or exceed their Reading Language Arts STAAR Annual Growth will increase from 55% to 71% by 2028. (data source: TAPR)

4 The percentage of 4th-Algebra I students who meet or exceed their Math STAAR Annual Growth will increase from 61% to 71% by 2028. (data source: TAPR)

5 The percentage of the graduating class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% by 2028. (data source: TAPR)

Data Sources

Texas Academic Performance Reports - pull together a wide range of information on the performance of students in each school and district in Texas every year.

CLI Engage CIRCLE - Progress monitoring system for PreK that assesses a child's progress in a particular skill area.

mCLASS - is an all-in-one system for Science of Reading-based universal screening, dyslexia screening, and progress monitoring. Powered by DIBELS® 8th Edition, mCLASS helps you measure and strengthen the foundational skills that all students need to become confident readers.

NWEA MAP - is a nationally normed, standardized achievement test which measures what students know and informs what they're ready to learn next by using a computer adaptive test that adjusts to the ability and knowledge of the student. Met Growth Goal is a categorical “yes or no” measure of whether a student met the specific growth goal that was set for them. These goals are individualized for each student and are evaluated to determine term-to-term improvement. A typical score is 50%.

Goal 1: The percentage of 3rd grade students who score at the Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 41% to 55% by 2028. (data source: TAPR) (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|--|---|
| GPM 1.1 | The percentage of Pre-K students on track to develop understanding on the CLI Engage phonological awareness assessment will increase from 86% to 89% by 2028. | BL 2023 - 86% 2024 - 86% 2025 - 87% 2026 - 87% 2027 - 88% 2028 - 89% | October, February, May Director of Early Childhood |
| GPM 1.2 | The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in reading, as measured by NWEA MAP, will increase from 49% to 55% by 2028. | BL 2023 - 49% 2024 - 50% 2025 - 51% 2026 - 52% 2027 - 53% 2028 - 55% | October, February, June Executive Director Elem. T&L |
| GPM 1.3 | The percentage of kindergarten through 2nd grade students who are reading on or above grade level, as measured by mCLASS, will increase from 56% to 70% by 2028. | BL 2023 - 56% 2024 - 58% 2025 - 61% 2026 - 64% 2027 - 67% 2028 - 70% | November, March, June Executive Director Elem. T&L |
| GPM 1.4 | The percentage of 3rd grade students whose STAAR projected proficiency is Meets and Masters, as measured by the winter NWEA MAP reading assessment, will increase from 35% to 50% by 2028. | BL winter 2024 - 35% 2024 - 38% 2025 - 41% 2026 - 44% 2027 - 47% 2028 - 50% | February Executive Director Elem. T&L |

Goal 2: The percentage of 3rd grade students who score at the Meets Grade Level Performance or above on the Math STAAR assessment will increase from 38% to 50% by 2028. (data source: TAPR)
 (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|--|---|
| GPM 2.1 | The percentage of Pre-K students on track to develop understanding on the CLI Engage math assessment will increase from 92% to 94% by 2028. | BL 2023 - 92% 2024 - 92% 2025 - 92% 2026 - 93% 2027 - 93% 2028 - 94% | October, February, May Director of Early Childhood |
| GPM 2.2 | The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in math, as measured by NWEA MAP, will increase from 51% to 56% by 2028. | BL 2023 - 51% 2024 - 52% 2025 - 53% 2026 - 54% 2027 - 55% 2028 - 56% | October, February, June Executive Director Elem. T&L |
| GPM 2.3 | The percentage of 3rd grade students whose STAAR projected proficiency is Meets and Masters, as measured by the winter NWEA MAP math assessment, will increase from 34% to 50% by 2028. | BL winter 2024 - 34% 2024 - 38% 2025 - 41% 2026 - 44% 2027 - 47% 2028 - 50% | February Executive Director Elem. T&L |

Goal 3: The percentage of 4th-English II students who meet or exceed their Reading Language Arts STAAR Annual Growth will increase from 55% to 71% by 2028.

(data source: TAPR) (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|--|---|---|
| GPM 3.1 | The percentage of 4th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 51% to 56% by 2028. | BL 2023 - 51% 2024 - 52% 2025 - 53% 2026 - 54% 2027 - 55% 2028 - 56% | October, February, June Executive Director Elementary T&L |
| GPM 3.2 | The percentage of 5th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 48% to 53% by 2028. | BL 2023 - 48% 2024 - 49% 2025 - 50% 2026 - 51% 2027 - 52% 2028 - 53% | October, February, June Executive Director Elementary T&L |
| GPM 3.3 | The percentage of 6th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 53% to 58% by 2028. | BL 2023 - 53% 2024 - 54% 2025 - 55% 2026 - 56% 2027 - 57% 2028 - 58% | October, February, June Executive Director Secondary T&L |

Goal 3: The percentage of 4th-English II students who meet or exceed their Reading Language Arts STAAR Annual Growth will increase from 55% to 71% by 2028.

(data source: TAPR) (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|--|---|--|
| GPM 3.4 | The percentage of 7th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 42% to 50% by 2028. | BL 2023 - 42% 2024 - 43% 2025 - 45% 2026 - 47% 2027 - 49% 2028 - 50% | October, February, June Executive Director Secondary T&L |
| GPM 3.5 | The percentage of 8th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 50% to 55% by 2028. | BL 2023 - 50% 2024 - 51% 2025 - 52% 2026 - 53% 2027 - 54% 2028 - 55% | October, February, June Executive Director Secondary T&L |
| GPM 3.6 | The percentage of English I students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 52% to 57% by 2028. | BL 2023 - 52% 2024 - 53% 2025 - 54% 2026 - 55% 2027 - 56% 2028 - 57% | October, February, June Executive Director Secondary T&L |

Goal 3: The percentage of 4th-English II students who meet or exceed their Reading Language Arts STAAR Annual Growth will increase from 55% to 71% by 2028.

(data source: TAPR) (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|---|--|
| GPM 3.7 | The percentage of English II students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from 53% to 58% by 2028. | BL 2023 - 53% 2024 - 54% 2025 - 55% 2026 - 56% 2027 - 57% 2028 - 58% | October, February, June Executive Director Secondary T&L |

Goal 4: The percentage of 4th-Algebra I students who meet or exceed their Math STAAR Annual Growth will increase from 61% to 71% by 2028. (data source: TAPR) (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|---|---|
| GPM 4.1 | The percentage of 4th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from 55% to 60% by 2028. | BL 2023 - 55% 2024 - 56% 2025 - 57% 2026 - 58% 2027 - 59% 2028 - 60% | October, February, June Executive Director Elementary T&L |
| GPM 4.2 | The percentage of 5th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from 36% to 50% by 2028. | BL 2023 - 36% 2024 - 38% 2025 - 41% 2026 - 44% 2027 - 47% 2028 - 50% | October, February, June Executive Director Elementary T&L |
| GPM 4.3 | The percentage of 6th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from 58% to 63% by 2028. | BL 2023 - 58% 2024 - 59% 2025 - 60% 2026 - 61% 2027 - 62% 2028 - 63% | October, February, June Executive Director Secondary T&L |

Goal 4: The percentage of 4th-Algebra 1 students who meet or exceed their Math STAAR Annual Growth will increase from 61% to 71% by 2028. (data source: TAPR) (Reported in January By Associate Superintendent T&L)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|---|--|
| GPM 4.4 | The percentage of 7th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from 44% to 50% by 2028. | BL 2023 - 44% 2024 - 45% 2025 - 46% 2026 - 47% 2027 - 48% 2028 - 50% | October, February, June Executive Director Secondary T&L |
| GPM 4.5 | The percentage of 8th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from 50% to 55% by 2028. | BL 2023 - 50% 2024 - 51% 2025 - 52% 2026 - 53% 2027 - 54% 2028 - 55% | October, February, June Executive Director Secondary T&L |
| GPM 4.6 | The percentage of Algebra I students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from 60% to 65% by 2028. | BL 2023 - 60% 2024 - 61% 2025 - 62% 2026 - 63% 2027 - 64% 2028 - 65% | October, February, June Executive Director Secondary T&L |

Goal 5: The percentage of the graduating class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% (Class of 2027) by 2028. (data source: TAPR) (Report Yearly in January By Executive Director Secondary Leadership)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|---|--|
| GPM 5.1 | First time Algebra I EOC testers scoring at the meets grade level or above will increase from 42% to 52% by 2028. | BL 2023 - 42% 2024 - 44% 2025 - 46% 2026 - 48% 2027 - 50% 2028 - 52% | September Executive Director of Secondary School Leadership |
| GPM 5.2 | The percentage of students earning 6 or more credits by the end of their first year in high school will increase from 87% to 92% by 2028. | BL 2023 - 87% 2024 - 88% 2025 - 89% 2026 - 90% 2027 - 91% 2028 - 92% | August Executive Director of Secondary School Leadership |
| GPM 5.3 | The percentage of students in their second year of high school earning 6 or more credits will increase from 79% to 84% by 2028. | BL 2023 - 79% 2024 - 80% 2025 - 81% 2026 - 82% 2027 - 83% 2028 - 84% | August Executive Director of Secondary School Leadership |

Goal 5: The percentage of the graduating class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% (Class of 2027) by 2028. (data source: TAPR) (Report Yearly in January By Executive Director Secondary Leadership)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|---|--|
| GPM 5.4 | The number of students that complete a program of study and earn an industry based certification will increase from 14.5% (Class of 2022) to 28% (Class of 2027) by 2028. | BL 2023 - 14.5% (CO'22) 2024 - 14.7% (CO'23) 2025 - 17% (CO'24) 2026 - 21% (CO'25) 2027 - 25% (CO'26) 2028 - 28% (CO'27) | September Executive Director of CTE |
| GPM 5.5 | The number of students that meet TSI criteria on BOTH reading and math on SAT, ACT, TSIA2, or College Bridge/Prep course will increase from 25.2% (Class of 2022) to 50% (Class of 2027) by 2028. | BL 2023 - 25.2% (CO'22) 2024 - 30% (CO'23) 2025 - 35% (CO'24) 2026 - 40% (CO'25) 2027 - 45% (CO'26) 2028 - 50% (CO'27) | January Executive Director of Secondary Teaching and Learning |
| GPM 5.6 | The number of students that score a 3 or higher on an AP exam will increase from 15.6% (Class of 2022) to 22% (Class of 2027) by 2028. | BL 2023 - 15.6% (CO'22) 2024 - 18% (CO'23) 2025 - 19% (CO'24) 2026 - 20% (CO'25) 2027 - 21% (CO'26) 2028 - 22% (CO'27) | August Executive Director of Secondary Teaching and Learning |

Goal 5: The percentage of the graduating class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% (Class of 2027) by 2028. (data source: TAPR) (Report Yearly in January By Executive Director Secondary Leadership)

Goal Progress Measures

| | Goal Progress Measures | Annual Target | Board Reporting |
|---------|---|---|--|
| GPM 5.7 | The four-year longitudinal graduation rate will increase from 86.8% (Class of 2022) to 90.5% (Class of 2027) by 2028. | BL 2023 - 86.8% (CO'22) 2024 - 87.5% (CO'23) 2025 - 88.2% (CO'24) 2026 - 89% (CO'25) 2027 - 89.7% (CO'26) 2028 - 90.5% (CO'27) | January Executive Director of Secondary School Leadership |
| GPM 5.8 | The percentage of students that earn the Algebra I credit by the end of their 9th grade year will increase from 87% to 92%. | BL 2023 - 87% 2024 - 88% 2025 - 89% 2026 - 90% 2027 - 91% 2028 - 92% | September Executive Director of Secondary School Leadership |



Constraint 1: The superintendent shall require all campuses to fully implement Professional Learning Communities.

| | Constraint Progress Measure | Annual Targets | Board Reporting |
|---------|---|--|---|
| CPM 1.1 | On the PLC implementation rubric, the percent of teams that will achieve or maintain “3-refinement” or “4-internalized” or show at least one level of growth on other elements (those that are not 3 or 4 will increase from 93% to 96% by 2028). | 2023 - 93% 2024 - 94% 2025 - 95% 2026 - 96% 2027 - 96% 2028 - 96% | July Executive Director Elem. School Leadership |

Constraint 2: The superintendent shall not allow adult convenience or preference to take priority over the academic progress of students.

| | Constraint Progress Measure | Annual Targets | Board Reporting |
|---------|---|--|------------------------------------|
| CPM 2.1 | The percentage of students in A/B rated campuses will increase from 14% to 70% by 2028. | 2023 - 14% 2024 - 20% 2025 - 25% 2026 - 30% 2027 - 50% 2028 - 70% | September Deputy Superintendent |

Board Goals Reporting Calendar

| | |
|------------------|---|
| January | Goal 1, Goal 2, Goal 3, Goal 4, Goal 5, Goal 6, GPM 5.5, GPM 5.7 |
| February | GPM 1.1, GPM 1.2, GPM 1.4, GPM 2.1, GPM 2.2, GPM 2.3, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4, GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, GPM 4.6 |
| March | GPM 1.3 |
| April | |
| May | GPM 1.1, GPM 2.1 |
| June | GPM 1.2, GPM 1.3, GPM 2.2, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4, GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, GPM 4.6 |
| July | CPM 1.1 |
| August | GPM 5.2, GPM 5.3, GPM 5.6 |
| September | GPM 5.1, GPM 5.3, GPM 5.4, GPM 5.8, CPM 2.1 |
| October | GPM 1.1, GPM 1.2, GPM 2.1, GPM 2.2, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4, GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, GPM 4.6 |
| November | GPM 1.3 |
| December | |



Next Steps

- **LHS** Community Meeting - March 25th - 5:30-6:30
- **MHS** Community Meeting - March 27th - 5:30-6:30
- Regularly update the Board of Trustees according to the reporting calendar



C. Discussion of and Request for Approval of Proclamation 2024 Curriculum Resources

Presenter: Ashley Osborne



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Ashley Osborne, Associate Superintendent for Teaching and Learning

Subject: Discussion of and Request for Approval of Proclamation 2024 Curriculum Resources

Action Item

Financial Impact

NA

Board Goals/ Strategic Plan Goals

Goal 5: The percentage of the graduating class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% (Class of 2027) by 2028.

GPM 5.7: The four-year longitudinal graduation rate will increase from 86.8% (Class of 2022) to 90.5% (Class of 2027) by 2028.

Strategic Plan Goal 1.1: Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous improvement.

Executive Summary

The Executive Director of Secondary Teaching and Learning will present curriculum resources for K - 12 Science and Personal Financial Literacy and Economics (PFLE). The PFLE resource, Foundations In Personal Finance Ramsey Education, is 100% aligned to the TEKS, includes units aligned to career readiness and college planning, and provides students opportunities for real-life application such as filing a 1040 and setting up a basic monthly budget. The K-12 science resources, Savvas, Pearson, McGraw-Hill, SummitK12, are 100% aligned to the TEKS, include phenomena-based instruction that allows students to experience real-world application of the sciences, and offers students a variety of interactive practice experiences.

The Executive Director of Career and Technical Education (CTE) will present textbooks and curriculum materials selected for high school courses within the following programs of study:

- Education and Training
- Health Science
- STEM (Engineering)

The presentation will also include curriculum resources for the single CTE science courses Anatomy and Physiology and Forensics. The curriculum platform iCEV will be recommended for all courses in both the Education and Training and STEM(Engineering) programs of study. iCEV is 100% aligned with the TEKS and is complementary to the alignment of the Industry Based Certification exams that are given within the same platform. Cengage, a selected textbook and resource provider for Anatomy and Physiology and Forensics, is fully aligned with the



Midland Independent School District

BOARD OF TRUSTEES AGENDA

TEKS. Finally, Goodheart-Willcox and Cengage, each fully aligned with the TEKS, will be recommended for health science courses.

In addition, the Executive Director of CTE will present the technology applications resource Learning.com- TechApps for Texas. TechApps for Texas is adopted by the Texas Board of Education for its newly developed K-8 digital literacy and computer science program and meets 100% of the TEKS. Students will develop critical technology application skills, master typing, digital citizenship, coding, and develop 21st-century digital literacy skills that prepare them for college and career.

Recommendation

We recommend that the Board approve the adoption of resources as presented for Proclamation 2024.

Motion

Motion to approve the curriculum resources submitted for Proclamation 2024.

Contact Person

Dr. Amanda Melchor, Executive Director of Teaching and Learning
Jeff Horner, Executive Director of Career and Technical Education

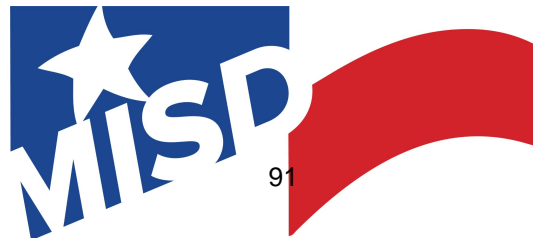
Enclosure

March 2024 Proclamation 2024 Slide Deck

Proclamation 2024 Curriculum Resource Adoption

March 19, 2024

Dr. Amanda Melchor, Executive Director of Teaching and Learning
Jeff Horner, Executive Director of Career Technology Education



Midland Independent School District

What is a proclamation?

- ✓ Call for new instructional materials by the State Board of Education
- ✓ Lists the subject areas scheduled for review
- ✓ Contains a schedule of adoption procedures, requirements
- ✓ Proclamations are named for the year the materials are available in the classroom



Proclamation 2024 calls for new instructional materials to be purchased and implemented in the school year 2024-2025.

Proclamation 2024

- Science K-12
- Personal Financial Literacy and Economics
- Select CTE Programs of Study and Courses
Grades 9-12
- Technology Applications Grades K-8

SCIENCE

K - 12



Savvas



McGraw Hill

IPC and
Chemistry EAS



Summit K12

Physics



100% TEKS Aligned



94% Phenomenon-based inquiry

Committee Members



“We like the way Savvas utilizes virtual labs in the event that students are absent. In addition, it provides the best support for our bilingual and special education students.”

-David Sites, Goddard JH

Principal recommended teachers

Department Chairs

District Leadership



“I am excited about the new curriculum because it is rooted in phenomena that will engage students at every level. It will give students a trusted source to utilize for research at home or in school.”

-Jessica Smith, Midland Freshman HS

Committee Members

| Name | Campus/ Dept. | Name | Campus/ Dept. |
|----------------------------------|----------------------|-------------------|-----------------------------|
| Kindergarten- Fifth Grade | | | |
| Michelle Brown | Bunche Elem. | Kim Connel | Yarbrough Elem. |
| Patricia Jasso | De Zavala Elem. | Alexandra Edwards | Greathouse Elem. |
| Debby Glass | Burnet Elem. | Maxine Gonzales | Henderson Elem. |
| Christine Morgan | Fasken Elem. | Brittany Allen | Teaching and Learning Dept. |
| Jennifer Sites | Parker Elem. | Andrea Messick | Teaching and Learning Dept. |
| Sheila Chambers | Pease Elem. | Diana Dominguez | Bilingual/ ESL Dept. |
| Kara Murrow | Scharbauer Elem. | Melissa Garcia | Bilingual/ ESL Dept. |
| 6th-8th Grade | | | |
| John Williamson | Long Elem. | Melody Bender | San Jacinto JH |
| Sherry Culpepper | Alamo JH | Sara Whitefield | San Jacinto JH |
| Roxann Lujan | Bilingual/ ESL Dept. | Andrea Little | Goddard JH |
| Sergio Sarabia | Bilingual/ ESL Dept. | David Sites | Goddard JH |
| Kara Mabele | | 96 | Goddard JH |

Committee Members

| Name | Campus/ Dept. | Name | Campus/ Dept. |
|-----------------|---------------------------|-------------------|---------------------------|
| Bryan Poe | Midland High | Austin Wegner | Legacy High |
| Catherine Smith | Legacy High | Lathrice Davis | Early College High School |
| Katelyn Porter | Legacy Freshman HS | Cory Callaway | Midland High School |
| Monique Macias | Legacy Freshman HS | Adolfo Zubia | Legacy High School |
| Jessica Smith | Midland Freshman HS | Ashlee Johnson | Legacy High School |
| Billy Cooper | Legacy High School | Gail Glenn | Bilingual/ ESL Dept. |
| Taylor Hudgins | Early College High School | Christopher Hague | Bilingual/ ESL Dept. |
| Erin Midgley | Midland High School | Michelle Cline | Midland High School |
| Rick Salcido | Legacy High School | Judy Bridges | GT/Advanced Academics |
| Paul Lara | Midland High School | 97 | |

PERSONAL FINANCIAL LITERACY & ECONOMICS (PFL&E)



Foundations in Personal Finance: Ramsey Education



100% TEKS Aligned



Monthly Budget



Loans



Investing

Committee Members

- Economics teachers
- Campus leadership
- District leadership



“Full of real-world applications... Ramsey encourages parents to be involved with their children”

-Robert Pipes, Midland High School

| Name | Campus/ Dept. |
|----------------------|-----------------------------|
| Jennifer Painter | Legacy High School |
| Robert Pipes | Midland High School |
| Patrick Jones | Midland High School |
| Dr. Amanda Melchor | Teaching and Learning Dept. |
| John Wilks | Teaching and Learning Dept. |
| Alexandria MacDonald | Teaching and Learning Dept. |

Career & Technical Education

Education in Training

iCEV-Principles of Education in Training
iCEV- Child Development
iCEV- Instructional Practices

STEM(Engineering)

iCEV- Principles of Applied Engineering
iCEV- Engineering Design & Presentation I
iCEV- Engineering Design & Presentation II

Health Sciences

Goodheart-Willcox- Medical Terminology
Cengage-Therapeutic Communication for
Health Professionals
Cengage-Human Diseases (Pathophysiology)

Anatomy & Physiology and Forensics

Cengage- Anatomy and Physiology: Body
Structures and Functions
Cengage- Forensic Science: Fundamentals
and Investigations

Committee Members

| Name | Campus/ Dept. | Name | Campus/ Dept. |
|------------------------------|----------------|---|---------------|
| Education in Training | | STEM (Engineering) | |
| Demetria Schrock | LHS | Jessie Ortiz | MHS |
| Stacy McLendon | MHS | William Cooke | LHS |
| Sue Silhanek | LHS | John Klattenhoff | MFHS |
| Sherri Barton | MHS | Joy Rosen | LFHS |
| Traci Pequeno | MFHS | Lori Mosley | CTE |
| Health Sciences | | Anatomy & Physiology Forensics | |
| Heather Escobido | MFHS/LFHS | Ashlee Johnson | LHS |
| Wendy Wood-Collins | MC Dual Credit | Bethany Jones | MHS |
| Ray Garcia | MC Dual Credit | Erica Reagan | MHS |
| Stephanie Gilbreath | MC Dual Credit | Mandy Davis | LHS |
| Jeff Horner | CTE | Baylee Boyle | MHS |
| | | Rachel Anglin | LHS |



“Cengage has so many labs and components from Nat Geo we can use, and it integrates directly with both Google Classroom and Canvas”

- Bethany Jones, Midland High School

Technology Applications

Technology Applications K-8 Learning.com: TechApps for Texas

- Learning.com's TechApps for Texas met Proclamation 2024 for TEKS for Technology Applications and was the ONLY adopted curriculum to meet 100% of the TEKS for grades K-8.
- The interactive program engages students with complete grade-specific K-8 coverage of each strand:
 - Computational Thinking
 - Data Literacy
 - Management & Representation
 - Creativity & Innovation
 - Digital Citizenship
 - Practical Technology Concepts

Committee Members

| Name | Campus/ Dept. | Name | Campus/ Dept. |
|------------------|---------------------|--------------------|------------------|
| Reed Gerhart | Legacy High School | Monica Lujan | Milam Elem. |
| Nicole Ramos | Midland High School | Elizabeth Calloway | Yarbrough Elem. |
| Marla Schneider | Coleman High School | Evamarie Fuentes | Bonham Elem. |
| Gay Lynch | San Jacinto JH | Kari O'neal | Bonham Elem. |
| Tamberlyn Burrow | Bush Elem. | Samantha Stahl | Santa Rita Elem. |
| Lindsey Sargent | Jones Elem. | Christine James | Fasken Elem. |
| Hector Salinas | Pease Elem. | Angie Baudoin | Fasken Elem. |
| Jaclyn Cavazos | Pease Elem. | Cherie Harris | Technology Dept. |
| Misy Lewallen | Bush Elem. | Josh Voyles | Technology Dept. |



Recommendations for Proclamation 2024

- K - 12 Science
 - Savvas Experience Science and Pearson
 - McGraw Hill- Integrated Physics & Chemistry EAS
 - Summit K12-Physics
- Social Studies- Personal Financial Literacy and Economics
 - Ramsey Education- Foundation in Personal Finance
- CTE- Education in Training Courses
 - iCEV- Child Development
 - iCEV- Instructional Practices
 - iCEV- Principles of Education in Training
- CTE- Health Science Courses
 - Goodheart-Wilcox Medical Terminology
 - Cengage-Therapeutic Communication for Health Professionals
 - Cengage-Human Disease
- CTE- STEM
 - iCEV- Engineering Design & Presentation I
 - iCEV- Engineering Design & Presentation II
 - iCEV- Principles of Applied Engineering
- CTE- Science Courses
 - Cengage- Anatomy and Physiology Body Structures and Functions
 - Cengage- Forensic Science: Fundamentals and Investigations
- Technology Applications
 - Learning.com- TechApps for Texas



105

D. Discussion of and Request for Approval to Hire Bonham Elementary Principal
Presenter: Brandon Reyes

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: **Brandon Reyes, Chief of Human Capital Management**

Subject: Discussion of and Request for Approval to Hire the Bonham Elementary Principal

Action Item

Financial Impact

Budgeted Expenditure

Board Goals/ Strategic Plan Goals

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

Executive Summary

Hiring for school leadership positions is essential as effective leaders significantly influence educational institutions. They shape the vision, create a positive learning environment, and drive academic achievement. Through careful selection based on key leadership qualities, schools can find leaders who inspire, collaborate, and contribute to the overall success of students, teachers, and the school community.

Recommendation

Approval of Principal recommendation

Motion

Accept the recommendation as presented

Contact Person

Brandon Reyes

Enclosure

Principal recommendations for appointment

10. Closed session in accordance with Government Code Section 551.001 et. seq.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 - For the purpose of deliberation regarding the deployment, or specific occasions for implementation, of security personnel or devices, or to deliberate a security audit.

11. Action Arising from Closed Session

12. Consent Agenda

A. Approval of Board Meeting Minutes

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Subject: Approval of Board Meeting Minutes

Consent Item

Attached you will find minutes of meeting of the Board of Trustees for:

February 6, 2024 – Special Board Meeting, Team of Eight

February 13, 2024 – Regular Board Meeting

Board of Trustees Special Meeting and
Annual Team of Eight Training
Tuesday, February 6, 2024 5:30 PM Central

Chamber of Commerce - Boardroom
303 W. Wall
Suite 200
Midland, TX 79701

The Board of Trustees of the Midland Independent School District met for a Special Meeting and Annual Team of Eight Training, beginning at 5:30 PM at the Midland Chamber of Commerce Boardroom, 303 W. Wall, Suite 200, Midland, Texas 79701

The following members were present:

Tommy Bishop, President
Katie Joyner, Vice President
Sara Burleson, Secretary
Michael Booker
Brandon Hodges
Bryan Murry

Dr. Stephanie Howard, Superintendent

Absent: Trustee Robert Marquez

1. Call to Order - Roll Call

The meeting was called to order at 5:30 p.m.

2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.

3. Public Comment

There were no public comments

Trustee Bryan Murry arrived at approximately 5:32 p.m.

4. Superintendent's Update

5. Consent Agenda

5.A. Resolution Allowing for Adjunct 4-H Teachers

Motion to approve consent agenda made by Joyner, second by Burleson.

Motion carried 6-0

6. District Report on Board Goals and the Strategic Plan

Presented by Dr. Stephanie Howard and Ashley Osborne

5:52 p.m. Motion, by Joyner to take 5-minute break, second by Booker

Motion carried 6-0

6:04 p.m. The Board reconvened

7:07 p.m. Motion, by Booker to take 5-minute break, second by Joyner
Motion carried 6-0

7:21 p.m. The Board reconvened

7:27 p.m. The Board moved to closed session

8:37 p.m. The Board reconvened

7. Closed session in accordance with Government Code Section 551.001 et. seq.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

7.A. Board Training to Include Board Self-Evaluation and MISD Board Operating Procedures

8. Action Arising from Closed Session
No Action taken

9. Closing Remarks by Board President

10. Adjourn

Motion, by Joyner second by Booker
Motion carried 6-0

President Bishop announced adjournment of the special board meeting at approximately 8:38 p.m.

Tommy Bishop, President

Sara Burluson, Secretary

Regular Meeting
Tuesday, February 13, 2024 5:30 PM Central

Bowie Fine Arts Academy
805 Elk Avenue
Midland, Texas 79701

The Board of Trustees of the Midland Independent School District met for a Regular Board Meeting Tuesday, February 13, 2024, beginning at 5:30 PM at the Bowie Fine Arts Academy, 805 Elk Avenue, Midland, Texas 79701

The following members were present:

Tommy Bishop, President
Katie Joyner, Vice President
Michael Booker
Brandon Hodges
Bryan Murry

Dr. Stephanie Howard, Superintendent

Absent: Secretary Sara Burleson and Trustee Robert Marquez

1. Call to Order - Roll Call

The meeting was called to order at 5:30 p.m.

2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.

3. Moment of Silence

4. Pledge to the US Flag and Texas Flag

4.A. Bowie Fine Arts Academy

4.A.1. Principal: Anna Schaaf

4.A.1.a. Pledge Leaders: Lennon Sullivan & Miguel Cruz

5. Awards/Achievements/Recognitions/Announcements

5.A. Mariachi Revolución State Qualifiers

5.B. Texas Music Educators Association All-State Choir

5.C. YWLA Cowboys Community Captain Winners

5.D. Counselors Reinforcing Excellence for Students in Texas Award

5.E. Crime Stoppers of Midland, Inc. Officer of the Year

5.F. Region 18 Texas Elementary Principal and Supervisor of the Year

5.G. Career and Technical Education Month

5.H. United Way Project Blueprint

6. Public Forum

5:48

| | |
|-----------------|----------------------|
| Angel Hernandez | Agenda item – 12. F. |
| Matt Galindo | Agenda item – 12. F. |
| Cynthia Wood | Agenda item – 12. F. |
| Rachel Walker | Agenda item – 12. F. |
| Kristen Vasquez | Agenda item – 12. F. |
| Robin Poole | Agenda item – 12. F. |
| Aimee Nolen | Agenda item – 12. F. |
| Dr. Fre'z | Agenda item – 12. F. |

7. Superintendent's Update

8. District Informational Reports

8.A. Principal Incentive Allotment Presentation

Presenter: Roberto Cedillo

8.B. Bond 2023 Monthly Report

Presenters: Tucker Durham & Cortney Smith

8.C. Sick Leave Pool Presentation

Presenter: Brandon Reyes

9. Action Items

9.A. Discussion of and Request to Consider Adoption of an Order Authorizing the Issuance of Midland Independent School District Unlimited Tax School Building Bonds, in One or More Series; Levying a Tax and Providing for the Security and Payment thereof; Authorizing a Pricing Officer to Approve the Award of the Sale thereof in Accordance with Specified Parameters; and Enacting other Provisions Related thereto

Presented by: Tucker Durham

The Board Voted to Adopt an Order Authorizing the Issuance of Midland Independent School District Unlimited Tax School Building Bonds, in One or More Series; Levying a Tax and Providing for the Security and Payment thereof; Authorizing a Pricing Officer to Approve the Award of the Sale thereof in Accordance with Specified Parameters; and Enacting other Provisions Related thereto

Motion made by Katie Joyner and second by Bryan Murry

Motion carried 5-0

9.B. Academic Update: Board Goal Progress Measures 1.1 PreK Phonological Awareness, 2.1 PreK Mathematics, 1.3 Third Grade Reading, 2.3 Third Grade Math, 3.1 4-8th Grade Reading Growth, 4.1 4-8th Grade Mathematics Growth

Presenter: Andrea Messick & Dr. Amanda Melchor

The Board Approved the Academic Update: Board Goal Progress Measures 1.1 PreK Phonological Awareness, 2.1 PreK Mathematics, 1.3 Third Grade Reading, 2.3 Third Grade Math, 3.1 4-8th Grade Reading Growth, 4.1 4-8th Grade Mathematics Growth.

Motion made by Katie Joyner and second by Bryan Murry

Motion carried 4-1

Brandon Hodges: Nay

9.C. Discussion of and Request for Approval of 2024-2025 Contract Renewals for Administrators Pay Grade 6-12

Presented by: Brandon Reyes

The Board Approved the 2024-2025 Contract Renewals for Administrators Pay Grade 6-12.

Motion made by Bryan Murry and second by Michael Booker

Motion carried 4-1

Nay - Brandon Hodges

9.D. Discussion of and Request for Approval of 2024 - 2025 Attendance Boundaries

Presenter: Roberto Cedillo

The Board Approved of 2024 - 2025 Attendance Boundaries.

Motion made by Katie Joyner and second by Bryan Murry

Motion carried 5-0

9.E. Discussion of and Request for Approval to Hire an Associate Superintendent of School Improvement, Executive Director of Athletics, and Executive Director of Financial Services

Presenter: Brandon Reyes

The Board Approved to Hire an Associate Superintendent of School Improvement, Executive Director of Athletics, and Executive Director of Financial Services.

Motion made by Bryan Murry and second by Katie Joyner

Motion carried 5-0

9.F. Discussion of and Request to Consider Adoption of Board Resolution Regarding School Chaplains Under Senate Bill 763

Presenter: Chad Crowson

The Board Voted to Amend the Board Resolution Regarding School Chaplains Under Senate Bill 763

Motion to amend by Brandon Hodges to add the word "Volunteer" and second by Booker

After debate, motion to amend failed 0-5

The Board then moved to vote on the original Resolution
Motion made by Katie Joyner and second by Michael Booker

Motion carried 5-0

9.G. Discussion of and Request to Consider Adoption of Board Resolution in Support of a Fair and Transparent Accountability System

The Board Adopted the Board Resolution in Support of a Fair and Transparent Accountability System.

Motion made by Bryan Murry and second by Katie Joyner

Motion carried 5-0

10. Closed session in accordance with Government Code Section 551.001 et. seq.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

The Board reconvened at approximately 8:50 p.m.

11. Action Arising from Closed Session

No Action taken

12. Consent Agenda

Trustee Michael Booker requested withdrawal of consent item 12.F. Approval of Revisions to Local Policy BE: Board Meetings and Related Board Operating Procedures.

Motion by Joyner to approve remaining consent agenda items second by Murry

Motion carried 5-0

Motion by Murry to Amend language for BE(Local) as follows:

Regular meetings - The board shall normally be held on the third Tuesday of each month at 5:30 p.m.

Agenda deadline – The deadline for submitting items for inclusion on the agenda is the 14th calendar day before the regular meeting and the 14th calendar day before the special meeting.

Agenda preparation - Any board member may request that a subject be included on the agenda for a meeting and the superintendent shall include on the preliminary agenda of the meeting, all topics that have been timely submitted by a board member.

Reviewing preliminary agenda - The board president shall ensure that topics which have been properly submitted are either on the agenda or scheduled for deliberation at an appropriate time in the near future. The board president shall not have authority to remove from the agenda a subject properly requested by a board member without the board members specific authorization.

Consent agenda - All such items shall be acted upon by general consent without separate

discussion, unless a board member requests that an item be withdrawn for individual consideration.

Also, in this motion the Board Operating Procedures will be conformed to agree with Policy BE(Local).

Motion to amend by Murry and second by Booker

Motion carried 5-0

Motion to approve consent item as amended

12.F. Approval of Revisions to Local Policy BE: Board Meetings and Related Board Operating Procedures.

Motion by Joyner and second by Booker

Motion carried 5-0

12.A. Approval of the Surveying Firm for the Two New High School Projects Associated with the 2023 Bond and Authorization to Execute an Agreement

12.B. Approval of the Architectural/Engineering Firm for the Midland Freshman and Goddard Middle School Project Associated with the 2023 Bond and Authorization to Execute an Agreement

12.C. Approval of the Architectural/Engineering Firm for an Eight-Elementary School Project Package Associated with the 2023 Bond and Authorization to Execute an Agreement

12.D. Approval for the RFP # 240003295 for Category 1

12.E. Approval for the RFP # 240003296 for Category 2

12.F. Approval of Revisions to Local Policy BE: Board Meetings and Related Board Operating Procedures

12.G. Approval of Board Meeting Minutes

12.H. Approval of Monthly Financials

12.I. Approval of RFP# 23-319 Child Nutrition Consultant Services

12.J. Approval of RFQ#23-287 Bond Underwriting Services

12.K. Approval of Amendment for Qualification (RFQ) 22-368 Speech Therapist/Special Services

12.L. Approval of Donations over \$20,000

12.M. Approval of Budget Amendment #6

12.N. Approval of 2024-2025 School Board Meeting Calendar

12.O. Approval of Amendments to the 2023-2024 MISD Compensation Manual

12.P. Approval of Revisions of Local Board Policy DEC: Compensation and Benefits: Leaves and Absences

13. Information Items

13.A. Board Committee Monthly Report

13.B. Reportable Purchase Orders Over \$100,000

13.C. Donations over \$5,000 - Less than \$20,000

13.D. Human Capital Monthly Report

14. Adjourn

Motion by Joyner second by Booker

Motion carried 5-0

President Bishop announced adjournment of the regular board meeting at approximately 9:05 p.m.

Tommy Bishop, President

Sara Burleson, Secretary



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of Monthly Financials

Consent Item

Financial Impact

District's financial position as of the month of February 2024.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

The attached financial report provides information about the results of operations for the month of February 2024.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

February 2024 Monthly Financial Report

Monthly Financial Report

As of February 29, 2024

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

GENERAL FUND

As of February 29, 2024

| | Original Budget | Revised Budget | 2023-2024 FYTD Activity | Percent of Revised Budget |
|--|--------------------|--------------------|-------------------------------|---------------------------------|
| REVENUES | | | | |
| 5710 Ad Valorem Taxes | \$ 373,065,822 | \$ 320,445,224 | \$ 289,580,272 | 90.37% |
| 5700 Other Local Revenue | 15,000,000 | 18,930,310 | 15,128,882 | 79.92% |
| 5800 State Revenue | 72,784,091 | 66,557,400 | 51,021,154 | 76.66% |
| 5831 TRS On-Behalf | 10,842,736 | 10,796,945 | 7,300,556 | 67.62% |
| 5900 Federal Revenue | 2,100,000 | 2,100,000 | 805,149 | 38.34% |
| Total Revenues | 473,792,649 | 418,829,879 | 363,836,014 | 86.87% |
| EXPENDITURES by FUNCTION | | | | |
| 11 - Instructional Services | 180,410,106 | 170,243,777 | 103,207,303 | 60.62% |
| 12 - Instructional Resources and Media Services | 3,799,417 | 3,752,105 | 1,786,191 | 47.61% |
| 13 - Staff Development | 5,146,708 | 6,236,251 | 3,876,622 | 62.16% |
| 21 - Instructional Administration | 8,118,340 | 8,001,623 | 4,788,072 | 59.84% |
| 23 - Campus Administration | 16,534,164 | 16,136,964 | 10,091,724 | 62.54% |
| 31 - Guidance and Counseling | 12,650,928 | 12,050,546 | 6,875,711 | 57.06% |
| 32 - Social Services | 638,927 | 667,636 | 306,518 | 45.91% |
| 33 - Health Services | 3,548,435 | 3,569,951 | 2,088,640 | 58.51% |
| 34 - Student (Pupil) Transportation | 11,163,680 | 12,217,006 | 6,102,217 | 49.95% |
| 35 - Food Services | 4,720 | 164,720 | 223,611 | 135.75% |
| 36 - Cocurricular / Extracurricular Activities | 7,405,354 | 10,385,256 | 5,349,341 | 51.51% |
| 41 - General Administration | 8,857,593 | 9,209,794 | 5,536,419 | 60.11% |
| 51 - Plant Maintenance and Operation | 43,463,163 | 45,297,808 | 22,627,977 | 49.95% |
| 52 - Security and Monitoring Services | 4,242,534 | 5,055,433 | 2,863,268 | 56.64% |
| 53 - Data Processing Services | 7,886,421 | 8,045,756 | 5,065,156 | 62.95% |
| 61 - Community Services | 1,408,328 | 1,273,456 | 723,243 | 56.79% |
| 71 - Debt Services | 1,089,410 | 1,991,942 | 1,088,874 | 54.66% |
| 81 - Facilities Acquisition and Construction | - | 12,277,388 | 8,970,207 | 73.06% |
| 91 - Contract Instructional Services (Ch. 49 Recap) | 154,040,347 | 89,710,026 | 59,806,684 | 66.67% |
| 99 - Intergovernmental Charges | 3,384,074 | 3,384,074 | 2,241,555 | 66.24% |
| Total Expenditures | 473,792,649 | 419,671,507 | 253,619,334 | 60.43% |
| OTHER FINANCING SOURCES (USES) | | | | |
| 7900 Other Financing Sources | - | 843,128 | 982,305 | |
| 8900 Other Financing Uses | - | 1,500 | - | |
| Excess (Deficiency) of Revenues Over Expenditures | - | - | 111,198,985 | |
| EXPENDITURES by OBJECT | | | | |
| 6100 Payroll | 237,824,766 | 219,859,985 | 134,405,319 | 61.13% |
| 6200 Contracted Services | 49,055,090 | 53,637,251 | 32,505,737 | 60.60% |
| 6224 Ch. 49 Recapture Payment | 154,040,347 | 89,710,026 | 59,806,684 | 66.67% |
| 6300 Supplies | 19,173,686 | 20,795,389 | 7,278,231 | 35.00% |
| 6400 Other Operating Expenses | 8,939,889 | 12,582,823 | 7,829,908 | 62.23% |
| 6500 Debt Service | 1,089,410 | 1,991,942 | 1,088,874 | 54.66% |
| 6600 Capital Outlay | 3,669,461 | 21,094,091 | 10,704,581 | 50.75% |
| Total Expenditures | 473,792,649 | 419,671,507 | 253,619,334 | 60.43% |
| OTHER FINANCING SOURCES (USES) | | | | |
| 7900 Other Financing Sources | - | 843,128 | 982,305 | |
| 8900 Other Financing Uses | - | 1,500 | - | |
| Excess (Deficiency) of Revenues Over Expenditures | - | - | 111,198,985 | |

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
CHILD NUTRITION FUND
As of February 29, 2024

| | <u>Original Budget</u> | <u>Revised Budget</u> | <u>2023-2024 FYTD Activity</u> | <u>Percent of Revised Budget</u> |
|--|----------------------------|---------------------------|--|--|
| REVENUES | | | | |
| 5700 Other Local Revenue | \$ 1,780,742 | \$ 1,795,742 | \$ 2,374,064 | 132.21% |
| 5800 State Revenue | 58,905 | 58,905 | - | 0.00% |
| 5900 Federal Revenue | 11,088,836 | 11,088,836 | 9,019,372 | 81.34% |
| Total Revenues | 12,928,483 | 12,943,483 | 11,393,436 | 88.02% |
| EXPENDITURES by FUNCTION | | | | |
| 35 - Food Services | 17,224,202 | 21,239,202 | 11,040,324 | 51.98% |
| Total Expenditures | 17,224,202 | 21,239,202 | 11,040,324 | 51.98% |
| OTHER FINANCING SOURCES (USES) | | | | |
| 7900 Other Financing Sources | - | - | - | |
| 8900 Other Financing Uses | - | - | - | |
| Net Other Financing Sources (Uses) | - | - | - | |
| Excess (Deficiency) of Revenues Over Expenditures | (4,295,719) | (8,295,719) | 353,112 | |
| EXPENDITURES by OBJECT | | | | |
| 6100 Payroll | 6,331,224 | 6,331,224 | 3,492,631 | 55.17% |
| 6200 Contracted Services | 2,613,259 | 1,391,430 | 732,024 | 52.61% |
| 6300 Food & Other Supplies | 3,994,719 | 8,108,384 | 5,271,425 | 65.01% |
| 6400 Other Operating Expenses | 500,000 | 111,270 | 300,137 | 269.74% |
| 6600 Capital Outlay | 3,785,000 | 5,296,894 | 1,244,108 | 23.49% |
| Total Expenditures | 17,224,202 | 21,239,202 | 11,040,324 | 51.98% |
| OTHER FINANCING SOURCES (USES) | | | | |
| 7900 Other Financing Sources | - | - | - | |
| 8900 Other Financing Uses | - | - | - | |
| Net Other Financing Sources (Uses) | - | - | - | |
| Excess (Deficiency) of Revenues Over Expenditures | (4,295,719) | (8,295,719) | 353,112 | |

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
DEBT SERVICE FUND
As of February 29, 2024

| | <u>Original Budget</u> | <u>Revised Budget</u> | <u>2023-2024 FYTD Activity</u> | <u>Percent of Revised Budget</u> |
|--|----------------------------|---------------------------|--|--|
| REVENUES | | | | |
| 5710 Ad Valorem Taxes | \$ 32,296,372 | \$ 102,213,329 | \$ 94,544,590 | 92.50% |
| 5700 Other Local Revenue | 500,000 | 500,000 | 1,085,147 | 217.03% |
| 5800 State Revenue | 200,000 | 200,000 | 539,550 | 269.78% |
| Total Revenues | 32,996,372 | 102,913,329 | 96,169,287 | 93.45% |
| EXPENDITURES by FUNCTION | | | | |
| 71 - Debt Service (Principal) | 28,446,271 | 26,805,803 | 4,860,000 | 18.13% |
| 71 - Debt Service (Interest) | 4,450,101 | 6,090,569 | 4,763,690 | 78.21% |
| 71 - Bond Issuance Cost and Fees | 100,000 | 83,955,862 | 5,035 | 0.01% |
| Total Expenditures | 32,996,372 | 116,852,234 | 9,628,725 | 8.24% |
| OTHER FINANCING SOURCES (USES) | | | | |
| 7900 Other Financing Sources | - | - | - | |
| 8900 Other Financing Uses | - | - | - | |
| Net Other Financing Sources (Uses) | - | - | - | |
| Excess (Deficiency) of Revenues Over Expenditures | - | (13,938,905) | 86,540,562 | |
| EXPENDITURES by OBJECT | | | | |
| 6500 Debt Service | 32,996,372 | 116,852,234 | 9,628,725 | 8.24% |
| Total Expenditures | 32,996,372 | 116,852,234 | 9,628,725 | 8.24% |
| OTHER FINANCING SOURCES (USES) | | | | |
| 7900 Other Financing Sources | - | - | - | |
| 8900 Other Financing Uses | - | - | - | |
| Net Other Financing Sources (Uses) | - | - | - | |
| Excess (Deficiency) of Revenues Over Expenditures | - | (13,938,905) | 86,540,562 | |

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
LOCAL CAPITAL PROJECTS FUND
As of February 29, 2024

| | Beginning Project Balance | Revised Budget | 2023-2024 FYTD Activity | Percent of Revised Budget |
|---|--------------------------------------|---------------------------|--|--|
| REVENUES | | | | |
| Interest Income | | \$ 900,000 | \$ 636,344 | 70.70% |
| Gifts & Bequests | | - | - | 0.00% |
| Insurance Recovery | | - | - | 0.00% |
| Transfer In From General Fund | | 35,227,522 | - | 0.00% |
| Total Revenues | | 36,127,522 | 636,344 | 1.76% |
| EXPENDITURES by PROJECT | | | | |
| Administration Building Concession Renovation | - | 64,842 | - | 0.00% |
| Agriculture Barn Fence | - | 92,781 | 92,781 | 100.00% |
| Alamo Demo & Entrance Installation | 413,692 | 413,692 | 413,692 | 100.00% |
| Alamo Tennis Fence | 126,809 | 126,809 | - | 0.00% |
| Alamo Vestibule | - | 122,977 | 113,188 | 92.04% |
| Bonham Demo & Entrance Installation | 418,726 | 418,726 | 374,926 | 89.54% |
| Bonham Exterior Lighting | 135,643 | 250,000 | 135,643 | 54.26% |
| Franks 101 Office Conversion | 49,689 | 49,689 | 47,473 | 95.54% |
| Fuel Pumps Transportation | 135,000 | 135,000 | - | 0.00% |
| Furniture Order - July 2023 | 529,569 | - | - | 0.00% |
| Generator Addition for IT at LHS | 528,000 | - | - | 0.00% |
| LHS Asbestos Abatement | - | 33,220 | 33,220 | 100.00% |
| LHS Auditorium | 50,873 | 50,873 | 26,242 | 51.58% |
| LHS Dolls | - | 84,051 | 84,051 | 100.00% |
| LHS Parking Lot | 1,199,854 | 1,199,854 | - | 0.00% |
| Memorial Stadium LED Lighting Retrofit | 298,000 | 298,000 | - | 0.00% |
| MFHS Parking Lot and Teacher Lot | 454,519 | 454,519 | - | 0.00% |
| MHS Fence | 21,616 | 21,616 | 21,616 | 100.00% |
| MSSH, Modernizing the Hydraulic Elevator | 71,367 | 75,350 | 48,131 | 63.88% |
| Nutrition Equipment | - | 112,812 | 108,812 | 96.45% |
| Phase III RO | 1,800,000 | 1,800,000 | - | 0.00% |
| Phase IV HVAC Upgrade - August 2023 | 15,000,000 | - | - | 0.00% |
| Scharbauer Bus/Fire Lane Painting | - | 9,597 | - | 0.00% |
| Scharbauer Covebase, Carpet, VCT | - | 288,836 | 288,836 | 100.00% |
| Scharbauer Concrete | - | 15,657 | - | 0.00% |
| Scharbauer Fence | - | 14,877 | - | 0.00% |
| Scharbauer Irrigation | - | 115,680 | - | 0.00% |
| Scharbauer Playground | - | 247,180 | - | 0.00% |
| Scharbauer Refresh | - | 47,730 | 28,400 | 59.50% |
| Scharbauer Stainless Steel Partition | - | 17,815 | 17,815 | 100.00% |
| Scharbauer Water Well Install | - | 15,714 | 12,040 | 76.62% |
| Semi-Trailer for Band | - | 105,086 | 63,491 | 60.42% |
| South Elementary Irrigation | 90,186 | 90,186 | - | 0.00% |
| Trane HVAC A/C Project | 4,942,327 | 9,333,629 | 6,286,190 | 67.35% |
| Trane LHS Battery Power Backup | - | 527,338 | 158,201 | 30.00% |
| Trane Project Phase III | - | 3,686,732 | 1,474,693 | 40.00% |
| Trane Project Phase IV | - | 12,884,930 | 3,865,479 | 30.00% |
| YWLA Booker T Washington Renovations | 269,542 | 337,808 | 337,808 | 100.00% |
| YWLA Family Support Center | - | 260,259 | 52,889 | 20.32% |
| Non-Fixed Asset Expenditures | - | 1,509,994 | 758,984 | 50.26% |
| Unallocated Project Funds | - | 813,663 | - | 0.00% |
| Total | 26,535,413 | 36,127,522 | 14,844,602 | 41.09% |
| Ending Estimated Fund Balance | | - | (14,208,259) | |

**MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES**

SELF INSURANCE FUND

As of February 29, 2024

| | 2023-2024 FYTD Activity MEDICAL | 2023-2024 FYTD Activity DENTAL | 2023-2024 FYTD Activity WORKERS COMP | 2023-2024 FYTD Activity TOTAL |
|--|---|--|--|---|
| REVENUES | | | | |
| Premiums Collected | \$ 13,662,702 | \$ 809,375 | \$ 1,396,551 | \$ 15,868,627 |
| Stop/Loss Rebates | 1,444,451 | - | - | 1,444,451 |
| Interest Income | 152,759 | - | - | 152,759 |
| Total Revenues | 15,259,912 | 809,375 | 1,396,551 | 17,465,838 |
| EXPENDITURES | | | | |
| Medical/Dental/Workers Comp Claims | 12,520,337 | 925,289 | 338,967 | 13,784,594 |
| RX Claims | 3,889,400 | - | - | 3,889,400 |
| MISD Care Clinic | 152,232 | - | - | 152,232 |
| Claims Administration: BCBS/TASB | 140,137 | - | 50,950 | 191,087 |
| Other Administrative Expenses: TPA Fees | - | - | - | - |
| Stop/Loss | 823,885 | - | 162,932 | 986,817 |
| Total Expenditures | 17,525,992 | 925,289 | 552,849 | 19,004,130 |
| Excess (Deficiency) of Revenues Over Expenditures | (2,266,079) | (115,915) | 843,701 | (1,538,293) |

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

HOUSING FUND

As of February 29, 2024

| | 2023-2024 FYTD Activity | 2023-2024 FYTD Activity | 2023-2024 FYTD Activity TOWN & COUNTRY | 2023-2024 FYTD Activity |
|--|-------------------------------|-------------------------------|--|-------------------------------|
| | STONEGATE | SIMPATICO | | TOTAL |
| REVENUES | | | | |
| Donations | \$ - | \$ - | \$ - | \$ - |
| Rental Income | 157,880 | 126,775 | 159,443 | 444,099 |
| Operating Transfers In | - | - | - | - |
| Misc. Income | - | - | - | - |
| Total Revenues | 157,880 | 126,775 | 159,443 | 444,099 |
| EXPENDITURES | | | | |
| 6200 Professional & Contracted Services | 118,111 | 110,913 | 68,765 | 297,788 |
| 6300 Supplies & Materials | - | - | - | - |
| 6400 Other Operating Expenses | 16,216 | 32,407 | 78,540 | 127,163 |
| 6600 Capital Outlay | - | - | - | - |
| Total Expenditures | 134,327 | 143,319 | 147,305 | 424,951 |
| Excess (Deficiency) of Revenues Over Expenditures | 23,554 | (16,544) | 12,139 | 19,148 |

Cash Flow Year-to-Date

As of February 29, 2024

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
GENERAL FUND
As of February 29, 2024

| | <u>JULY</u> <u>ACTUAL</u> | <u>AUGUST</u> <u>ACTUAL</u> | <u>SEPTEMBER</u> <u>ACTUAL</u> | <u>OCTOBER</u> <u>ACTUAL</u> | <u>NOVEMBER</u> <u>ACTUAL</u> | <u>DECEMBER</u> <u>ACTUAL</u> | <u>JANUARY</u> <u>ACTUAL</u> | <u>FEBRUARY</u> <u>ACTUAL</u> | <u>MARCH</u> <i>Projected</i> | <u>APRIL</u> <i>Projected</i> | <u>MAY</u> <i>Projected</i> | <u>JUNE</u> <i>Projected</i> | <u>YEAR-END</u> <i>Projected</i> |
|-------------------------------|------------------------------|--------------------------------|-----------------------------------|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------------------------|---------------------------------|-------------------------------------|
| RECEIPTS | | | | | | | | | | | | | |
| Local Revenue | | | | | | | | | | | | | |
| Tax Collections | 165,511 | 202,956 | 930,018 | 1,341,254 | 19,002,596 | 30,491,993 | 89,935,520 | 145,630,767 | 22,900,000 | 3,630,000 | 1,622,000 | 3,164,896 | 319,017,511 |
| Interest Income | 1,731,178 | 1,159,631 | 844,959 | 911,574 | 842,883 | 922,291 | 1,044,029 | 1,549,935 | 1,785,940 | 1,798,686 | 1,726,821 | 1,658,013 | 15,975,941 |
| Other Local Revenue | 188,196 | 720,570 | 673,177 | 1,373,660 | 1,055,424 | 964,102 | 1,618,806 | 590,686 | 500,000 | 500,000 | 500,000 | 500,000 | 9,184,621 |
| State Revenue | | | | | | | | | | | | | |
| Available School Fund | - | - | 836,857 | 622,543 | 1,345,066 | 632,617 | - | - | 1,200,000 | 300,000 | 3,500,000 | - | 8,437,083 |
| Foundation & Misc | - | - | 25,871,208 | 21,041,240 | 231,879 | 29,082 | - | - | - | - | 72,000 | - | 47,245,409 |
| Federal Revenue | | | | | | | | | | | | | |
| MAC/SHARS | 44,582 | 44,291 | 33,884 | - | - | 225,344 | 23,086 | 69,254 | - | - | - | - | 440,441 |
| Other Federal Funds | - | 6,531 | 6,531 | 6,531 | 6,533 | 6,533 | 6,409 | 7,108 | - | - | - | - | 46,176 |
| Prior Year Revenue | | | | | | | | | | | | | |
| PY Tax Collections | 1,336,389 | 1,111,792 | - | - | - | - | - | - | - | - | - | - | 2,448,181 |
| PY State Revenue | 1,114,766 | 2,965,412 | 6,666,278 | - | - | - | - | - | - | - | - | - | 10,746,456 |
| PY Receivables | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Cash Inflows | 4,580,621 | 6,211,184 | 35,862,913 | 25,296,801 | 22,484,381 | 33,271,962 | 92,627,851 | 147,847,750 | 26,385,940 | 6,228,686 | 7,420,821 | 5,322,909 | 413,541,820 |
| DISBURSEMENTS | | | | | | | | | | | | | |
| Payroll | 9,427,522 | 10,481,507 | 11,166,123 | 11,471,350 | 11,015,910 | 14,941,000 | 10,866,909 | 12,195,238 | 11,500,000 | 11,500,000 | 13,000,000 | 11,500,000 | 139,065,559 |
| Accounts Payable | 5,537,546 | 20,552,664 | 11,513,583 | 11,004,845 | 13,088,587 | 12,780,840 | 8,881,538 | 22,369,059 | 12,000,000 | 11,000,000 | 10,000,000 | 14,000,000 | 152,728,662 |
| Other (Whse, Prepaid, etc) | - | - | - | (1,337) | (3,430) | (821) | (1,055,85) | (2,686) | - | - | - | - | (9,331) |
| PY AP | 3,915,536 | 732,667 | - | - | - | - | - | - | - | - | - | - | 4,648,203 |
| PY Chapter 49 | - | 154,402,905 | - | 10,368,217 | (410,662) | - | - | - | - | - | - | - | 164,360,460 |
| Total Cash Outflows | 18,880,604 | 186,169,744 | 22,679,706 | 32,843,075 | 23,690,404 | 27,721,018 | 19,747,391 | 34,561,610 | 23,500,000 | 22,500,000 | 23,000,000 | 25,500,000 | 460,793,553 |
| Net Cash Flow | (14,299,982) | (179,958,560) | 13,183,206 | (7,546,273) | (1,206,023) | 5,550,944 | 72,880,459 | 113,286,140 | 2,885,940 | (16,271,314) | (15,579,179) | (20,177,091) | (47,251,733) |
| RECONCILIATION | | | | | | | | | | | | | |
| Beginning Cash Balance | 394,532,693 | 379,156,187 | 191,382,644 | 210,541,911 | 200,936,258 | 196,096,533 | 203,172,931 | 288,010,017 | 404,363,738 | 407,249,678 | 390,978,364 | 375,399,185 | 394,532,693 |
| Monthly Net Cash Flow | (14,299,982) | (179,958,560) | 13,183,206 | (7,546,273) | (1,206,023) | 5,550,944 | 72,880,459 | 113,286,140 | 2,885,940 | (16,271,314) | (15,579,179) | (20,177,091) | (47,251,733) |
| Payroll for Other Funds | (670,576) | (814,772) | (932,789) | (833,474) | (809,035) | (1,038,568) | (798,672) | (701,184) | - | - | - | - | (6,599,070) |
| AP for Other Funds | (3,509,984) | (7,478,593) | (2,810,502) | (1,684,674) | (1,796,818) | (2,830,670) | (3,491,313) | (2,939,192) | - | - | - | - | (26,541,746) |
| Receipts for Other Funds | 2,914,500 | 253,481 | 10,764,520 | 3,125,022 | 5,760,633 | 5,819,517 | 10,094,027 | 6,572,586 | - | - | - | - | 45,304,285 |
| Transfers In/Out Other Funds | (163,887) | (841,639) | (1,289,467) | (1,578,229) | (7,823,233) | (386,179) | 7,351,990 | (2,441,097) | - | - | - | - | (7,171,739) |
| Outstanding Checks | 1,108,356 | 2,132,182 | 2,098,499 | 670,101 | 1,745,043 | 1,542,846 | 715,236 | 3,474,238 | - | - | - | - | 13,486,501 |
| AP Issued in Prior & Cleared | (573,190) | (1,019,856) | (1,781,599) | (554,475) | (669,760) | (1,534,083) | (1,810,535) | (852,247) | - | - | - | - | (8,795,745) |
| PR Issued in Prior & Cleared | (181,743) | (45,787) | (72,602) | (1,203,650) | (40,530) | (47,409) | (104,106) | (45,524) | - | - | - | - | (1,741,351) |
| Ending Cash Balance | 379,156,187 | 191,382,644 | 210,541,911 | 200,936,258 | 196,096,533 | 203,172,931 | 288,010,017 | 404,363,738 | 407,249,678 | 390,978,364 | 375,399,185 | 355,222,094 | 355,222,094 |

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
CHILD NUTRITION FUND

As of February 29, 2024

| | JULY ACTUAL | AUGUST ACTUAL | SEPTEMBER ACTUAL | OCTOBER ACTUAL | NOVEMBER ACTUAL | DECEMBER ACTUAL | JANUARY ACTUAL | FEBRUARY ACTUAL | MARCH <i>Projected</i> | APRIL <i>Projected</i> | MAY <i>Projected</i> | JUNE <i>Projected</i> | YEAR-END <i>Projected</i> |
|-------------------------------|------------------------------|--------------------------------|-----------------------------------|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------------------------|---------------------------------|-------------------------------------|
| RECEIPTS | | | | | | | | | | | | | |
| Local Revenue | 12,818 | 451,065 | 311,515 | 352,070 | 390,461 | 319,753 | 207,684 | 452,253 | 200,000 | 230,000 | 140,000 | 97,924 | 3,165,543 |
| State Revenue | - | - | - | - | - | - | - | - | 33,905 | - | - | 25,000 | 58,905 |
| Federal Revenue | 1,231,112 | 149,800 | - | 2,254,971 | 1,299,050 | - | 2,059,069 | 2,061,025 | 785,153 | 976,874 | 1,105,171 | 1,374,285 | 13,296,510 |
| Total Cash Inflows | 1,243,929 | 600,866 | 311,515 | 2,607,041 | 1,689,511 | 319,753 | 2,266,753 | 2,513,278 | 1,019,058 | 1,206,874 | 1,245,171 | 1,497,209 | 16,520,958 |
| DISBURSEMENTS | | | | | | | | | | | | | |
| Payroll | 35,850 | 269,855 | 279,457 | 278,583 | 171,143 | 302,623 | 213,203 | 175,921 | 575,565 | 575,565 | 575,565 | 575,565 | 4,028,895 |
| Accounts Payable | 17,842 | 198,248 | 505,941 | 2,746,090 | 1,830,319 | 1,399,326 | 545,942 | 1,005,171 | 885,065 | 1,300,000 | 1,250,000 | 1,500,000 | 13,183,945 |
| Indirect Costs to Gen Fund | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Inventory | - | - | - | - | - | - | - | - | - | - | - | - | - |
| PY AP | 247,718 | 756 | - | - | - | - | - | - | - | - | - | - | 248,474 |
| Total Cash Outflows | 301,410 | 468,859 | 785,398 | 3,024,673 | 2,001,462 | 1,701,949 | 759,145 | 1,181,092 | 1,460,630 | 1,875,565 | 1,825,565 | 2,075,565 | 17,461,313 |
| Net Cash Flow | 942,519 | 132,007 | (473,883) | (417,632) | (311,951) | (1,382,196) | 1,507,608 | 1,332,186 | (441,572) | (668,691) | (580,394) | (578,356) | (940,355) |
| RECONCILIATION | | | | | | | | | | | | | |
| Beginning Cash Balance | 6,448,949 | 5,404,337 | 5,391,248 | 5,366,123 | 3,213,681 | 5,498,562 | 4,653,069 | 4,455,836 | 5,194,630 | 4,753,058 | 4,084,368 | 3,503,974 | 6,448,949 |
| Monthly Net Cash Flow | 942,519 | 132,007 | (473,883) | (417,632) | (311,951) | (1,382,196) | 1,507,608 | 1,332,186 | (441,572) | (668,691) | (580,394) | (578,356) | (940,355) |
| Transfers In/Out Other Funds | (1,179,755) | 96,284 | 452,880 | (1,737,722) | 2,597,037 | 534,953 | (1,707,720) | (594,172) | - | - | - | - | (1,538,216) |
| Summer Feeding | - | - | - | - | - | - | - | - | - | - | - | - | - |
| AP Issued in Prior & Cleared | (1,058,164) | (249,407) | (6,600) | (779) | (2,089) | (168) | (136) | (1,224) | - | - | - | - | (1,318,568) |
| Outstanding Checks | 250,788 | 8,028 | 2,478 | 3,691 | 1,885 | 1,917 | 3,016 | 2,004 | - | - | - | - | 273,807 |
| Ending Cash Balance | 5,404,337 | 5,391,248 | 5,366,123 | 3,213,681 | 5,498,562 | 4,653,069 | 4,455,836 | 5,194,630 | 4,753,058 | 4,084,368 | 3,503,974 | 2,925,617 | 2,925,617 |

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
DEBT SERVICE FUND
As of February 29, 2024

| | JULY ACTUAL | AUGUST ACTUAL | SEPTEMBER ACTUAL | OCTOBER ACTUAL | NOVEMBER ACTUAL | DECEMBER ACTUAL | JANUARY ACTUAL | FEBRUARY ACTUAL | MARCH <i>Projected</i> | APRIL <i>Projected</i> | MAY <i>Projected</i> | JUNE <i>Projected</i> | YEAR-END <i>Projected</i> |
|-------------------------------|------------------------------|--------------------------------|-----------------------------------|---------------------------------|----------------------------------|----------------------------------|---------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------------------------|---------------------------------|-------------------------------------|
| RECEIPTS | | | | | | | | | | | | | |
| Local Revenue | | | | | | | | | | | | | |
| Tax Collections | 12,088 | 16,290 | 74,847 | 280,532 | 6,147,243 | 10,001,116 | 29,518,661 | 47,863,339 | 12,157,790 | 630,000 | 630,000 | 660,000 | 100,680,129 |
| Interest Income | 77,983 | 74,594 | 69,571 | 73,225 | 84,722 | 122,664 | 199,362 | 383,025 | 532,405 | 597,948 | 603,817 | 610,180 | 3,429,496 |
| State Revenue | - | - | - | - | - | 539,550 | - | - | - | - | - | - | 539,550 |
| PY Tax Collections | 109,996 | 124,659 | - | - | - | - | - | - | - | - | - | - | 234,655 |
| Total Cash Inflows | 200,067 | 215,544 | 144,418 | 353,757 | 6,231,965 | 10,663,330 | 29,718,023 | 48,246,364 | 12,690,195 | 1,227,948 | 1,233,817 | 1,270,180 | 112,195,606 |
| DISBURSEMENTS | | | | | | | | | | | | | |
| Debt Service Payment | - | 2,381,595 | - | - | - | - | - | 7,241,595 | - | - | - | - | 9,623,190 |
| Debt Service Fees | - | - | 500 | - | - | 4,535 | 500 | - | 440 | 91,665 | 1,860 | - | 99,500 |
| PY AP | - | 5,500 | - | - | - | - | - | - | - | - | - | - | 5,500 |
| Total Cash Outflows | - | 2,387,095 | 500 | - | - | 4,535 | 500 | 7,241,595 | 440 | 91,665 | 1,860 | - | 9,728,190 |
| Net Cash Flow | 200,067 | (2,171,552) | 143,918 | 353,757 | 6,231,965 | 10,658,795 | 29,717,523 | 41,004,769 | 12,689,755 | 1,136,283 | 1,231,957 | 1,270,180 | 102,467,416 |
| RECONCILIATION | | | | | | | | | | | | | |
| Beginning Cash Balance | 17,477,703 | 17,677,770 | 15,508,219 | 15,652,637 | 16,005,893 | 22,237,858 | 32,357,103 | 62,074,626 | 103,079,395 | 115,769,150 | 116,905,433 | 118,137,390 | 17,477,703 |
| Monthly Net Cash Flow | 200,067 | (2,171,552) | 143,918 | 353,757 | 6,231,965 | 10,658,795 | 29,717,523 | 41,004,769 | 12,689,755 | 1,136,283 | 1,231,957 | 1,270,180 | 102,467,416 |
| Transfer to other funds | - | 2,000 | - | - | - | (539,550) | - | - | - | - | - | - | (537,550) |
| Outstanding Checks | - | - | 500 | - | - | - | - | - | - | - | - | - | 500 |
| AP Issued in Prior & Cleared | - | - | - | (500) | - | - | - | - | - | - | - | - | (500) |
| Ending Cash Balance | 17,677,770 | 15,508,219 | 15,652,637 | 16,005,893 | 22,237,858 | 32,357,103 | 62,074,626 | 103,079,395 | 115,769,150 | 116,905,433 | 118,137,390 | 119,407,569 | 119,407,569 |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of Budget Amendment #7

Consent Item

Financial Impact

District's expenditure estimate, by function, for the 2023-24 school year.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

The attached budget amendment contains cross-functional transfers which required board approval prior to the movement of funds in the budget. These requests are from budget owners that are requesting budgeted funds be moved from one function to another to better support their campus or department. In addition to sales for the technology department and fees charged.

Contact Person

Jacqueline Aguirre, Budget Coordinator

Enclosure

March 2024 Budget Amendment

**MIDLAND INDEPENDENT SCHOOL DISTRICT
BUDGET AMENDMENT #7**

As of March 19, 2024

The Texas Education Agency requires that amendments to the adopted budget be reflected in the official minutes of the Board of Trustees during a given fiscal year. The following summary includes transfers and revisions to the initial budget.

| | <u>Original Budget</u> | <u>Revised Budget - Feb 24</u> | <u>Budget Amendment #7</u> | <u>Revised Budget - Mar 24</u> |
|--|----------------------------|------------------------------------|--------------------------------|------------------------------------|
| GENERAL FUND | | | | |
| REVENUES | | | | |
| 5710 Ad Valorem Taxes | \$ 373,065,822 | \$ 320,445,224 | - | \$ 320,445,224 |
| 5700 Other Local Revenue | 15,000,000 | 18,930,310 | 17,963 | 18,948,272 |
| 5800 State Revenue | 72,784,091 | 66,557,400 | - | 66,557,400 |
| 5831 TRS On-Behalf | 10,842,736 | 10,796,945 | - | 10,796,945 |
| 5900 Federal Revenue | 2,100,000 | 2,100,000 | - | 2,100,000 |
| 7900 Other Financing Sources | - | 843,128 | - | 843,128 |
| Total Revenues | 473,792,649 | 419,673,007 | 17,963 | 419,690,969 |
| EXPENDITURES by FUNCTION | | | | |
| 11 - Instructional Services | 180,410,106 | 170,243,777 | (145,215) | 170,098,562 |
| 12 - Instructional Resources and Media Services | 3,799,417 | 3,752,105 | (973) | 3,751,131 |
| 13 - Staff Development | 5,146,708 | 6,236,251 | (12,878) | 6,223,372 |
| 21 - Instructional Administration | 8,118,340 | 8,001,623 | 3,850 | 8,005,473 |
| 23 - Campus Administration | 16,534,164 | 16,136,964 | (2,505) | 16,134,459 |
| 31 - Guidance and Counseling | 12,650,928 | 12,050,546 | (1,557) | 12,048,989 |
| 32 - Social Services | 638,927 | 667,636 | - | 667,636 |
| 33 - Health Services | 3,548,435 | 3,569,951 | 378 | 3,570,328 |
| 34 - Student (Pupil) Transportation | 11,163,680 | 12,217,006 | (1,334) | 12,215,672 |
| 35 - Food Services | 4,720 | 164,720 | - | 164,720 |
| 36 - Curricular / Extracurricular Activities | 7,405,354 | 10,385,256 | (1,200) | 10,384,056 |
| 41 - General Administration | 8,857,593 | 9,209,794 | (120,762) | 9,089,032 |
| 51 - Plant Maintenance and Operation | 43,463,163 | 45,297,808 | 164,049 | 45,461,857 |
| 52 - Security and Monitoring Services | 4,242,534 | 5,055,433 | 71,966 | 5,127,399 |
| 53 - Data Processing Services | 7,886,421 | 8,045,756 | 64,194 | 8,109,949 |
| 61 - Community Services | 1,408,328 | 1,273,456 | (50) | 1,273,406 |
| 71 - Debt Service (Capital Lease - Principal) | 1,089,410 | 1,991,942 | - | 1,991,942 |
| 81 - Facilities acquisition and construction | - | 12,277,388 | - | 12,277,388 |
| 91 - Contract Instructional Services (Ch. 49 Recap) | 154,040,347 | 89,710,026 | - | 89,710,026 |
| 99 - Intergovernmental Charges | 3,384,074 | 3,384,074 | - | 3,384,074 |
| 8900 Transfer Out to Other Funds | - | 1,500 | - | 1,500 |
| Total Expenditures | 473,792,649 | 419,673,007 | 17,963 | 419,690,970 |
| Excess (Deficiency) of Revenues Over Expenditures | - | - | - | - |
| CHILD NUTRITION FUND | | | | |
| REVENUES | | | | |
| 5700 Other Local Revenue | \$ 1,780,742 | \$ 1,795,742 | \$ - | \$ 1,795,742 |
| 5800 State Revenue | 58,905 | 58,905 | - | 58,905 |
| 5900 Federal Revenue | 11,088,836 | 11,088,836 | - | 11,088,836 |
| Total Revenues | 12,928,483 | 12,943,483 | - | 12,943,483 |
| EXPENDITURES by FUNCTION | | | | |
| 35 - Food Services | 17,224,202 | 21,239,202 | - | 21,239,202 |
| Total Expenditures | 17,224,202 | 21,239,202 | - | 21,239,202 |
| Excess (Deficiency) of Revenues Over Expenditures | (4,295,719) | (8,295,719) | - | (8,295,719) |
| DEBT SERVICE FUND | | | | |
| REVENUES | | | | |
| 5710 Ad Valorem Taxes | \$ 32,796,372 | \$ 102,713,329 | - | \$ 102,713,329 |
| 5700 Other Local Revenue | 200,000 | 200,000 | - | 200,000 |
| 5800 State Revenue | - | - | - | - |
| Total Revenues | 32,996,372 | 102,913,329 | - | 102,913,329 |
| EXPENDITURES by FUNCTION | | | | |
| 71 - Debt Service (Principal) | 28,446,271 | 28,446,271 | - | 28,446,271 |
| 71 - Debt Service (Interest) | 4,450,101 | 4,450,101 | - | 4,450,101 |
| 71 - Bond Issuance Cost and Fees | 100,000 | 83,955,862 | - | 83,955,862 |
| Total Expenditures | 32,996,372 | 116,852,234 | - | 116,852,234 |
| Other Sources/Uses (Net Effect of Bond Refunding) | - | - | - | - |
| Excess (Deficiency) of Revenues Over Expenditures | - | (13,938,905) | - | (13,938,905) |

MIDLAND INDEPENDENT SCHOOL DISTRICT
BUDGET AMENDMENT #7

As of March 19, 2024

TRANSFERS

Budget amounts transferred across functions; they do not increase the total amount budgeted for the given fiscal year.

REVISIONS

Budget amounts in addition or reduction to the total amount approved in the initial budget. Revisions may increase/decrease the total amount budgeted for the given fiscal year and can reduce/increase fund balance.

| | <u>Function</u> | <u>Amount</u> |
|--|-------------------------------------|---------------|
| GENERAL FUND | | |
| TRANSFERS & REVISIONS | | |
| Transfer Requests from Campuses and Departments & Expenditure Offset- For Various Campuses | 11 | (145,215) |
| | 12 | (973) |
| | 13 | (12,878) |
| | 21 | 3,850 |
| | 23 | (2,505) |
| | 31 | (1,557) |
| | 33 | 378 |
| | 34 | (1,334) |
| | 36 | (1,200) |
| | 41 | (120,762) |
| | 51 | 164,049 |
| | 52 | 71,966 |
| | 53 | 64,194 |
| | 61 | (50) |
| Other Revenue Increase | Revenue | (17,963) |
| | Net Effect of Transfers & Revisions | - |
| TOTAL NET CHANGE TO GENERAL FUND BUDGET | | - |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of RFP # 23-320 On-Call Plumbing Services and Supplies

Consent Item

Financial Impact

Annual Estimated Expenditures: \$600,000.00 – Local Funds

This is an on-call contract and services will be rendered on an as needed basis. The following vendors will be recommended for award. Expenditures are estimated to be \$600,000.00 for the entire one-year contract depending on the services needed.

Term of contract – One-year contract with 2-1-year options to extend with a 30-day cancellation notice

Strategic Plan Goals/ Board Academic Goals

Create learning environments that prepare students for meaningful opportunities post-graduation.

Executive Summary

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

Recommendation

The committee for this RFP is recommending award to the following vendors, the vendors providing the best value to the district.

| Suppliers | |
|----------------------------|----------------------------|
| Al's Water | APSCO, Inc. |
| HELM Plumbing Services | Rick's Backflow & Plumbing |
| The Bosworth Company, Ltd. | West Texas Refrigeration |

Motion

Approve as presented

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

Bid Tabulation, Scoresheet and Price Analysis

Bid Tabulation

| | |
|--------------------------|--|
| Event Number | RFP # 23-320 |
| Event Title | On-Call Plumbing Services and Supplies |
| Event Description | |
| Event Type | RFP |
| Issue Date | 1/12/2024 08:00:03 AM (CT) |
| Close Date | 2/9/2024 02:00:00 PM (CT) |

| |
|---------------------|
| Organization |
| Workgroup |
| Event Owner |
| Email |
| Phone |
| Fax |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|---------|-------|----------------------------|-----------------|----------------|
| APSCO, Inc. | Abilene | TX | 2/1/2024 11:28:10 AM (CT) | 3 | \$0.00 |
| The Bosworth Company, Ltd. | Midland | TX | 2/8/2024 04:38:49 PM (CT) | 6 | \$450.00 |
| West Texas Refrigeration (NCullum Enterprises DBA West Texas Refrigeration) | Midland | TX | 2/1/2024 10:34:26 AM (CT) | 6 | \$450.00 |
| AL'S WATER INC. | Midland | TX | 1/30/2024 11:04:55 AM (CT) | 6 | \$472.50 |
| Rick's Backflow & Plumbing | Midland | TX | 2/1/2024 12:24:57 PM (CT) | 6 | \$480.00 |
| HELM Plumbing Services | Midland | TX | 1/12/2024 12:49:30 PM (CT) | 6 | \$540.00 |

Price Analysis

| Description | AI's Water | | Rick's Backflow & Plumbing | | HELM Plumbing Services | | West Texas Refrigeration (Ncullum Enterprises DBA West Texas Refrigeration) | | The Bosworth Company, LTD | | APSCO, Inc | |
|--|------------|----------|----------------------------|----------|------------------------|--|--|----------|---------------------------|----------|------------|----------|
| | Price | Comments | Price | Comments | Price | Comments | Price | Comments | Price | Comments | Price | Comments |
| Labor Cost Per Hour (Regular Business Hours M-F, 8am - 5pm) | \$105.00 | | \$120.00 | | \$135.00 | \$135 for a plumber an hour \$85 for a plumber's helper an hour | \$150.00 | | \$150.00 | | No Bid | |
| Labor Cost per Hours - After hours or Weekends | \$157.50 | | \$180.00 | | \$202.50 | \$202.5 for a plumber an hour \$127.5 for a plumber's an hour | \$150.00 | | \$150.00 | | No Bid | |
| Labor Cost per Hours - Holidays | \$210.00 | | \$180.00 | | \$202.50 | \$202.5 for a plumber an hour \$127.5 for a plumber's an hour | \$150.00 | | \$150.00 | | No Bid | |
| \$.01 - \$199.99 (Material Costs - Mark Up %) | 138.00% | | 35.00% | | 50.00% | | 40.00% | | 60.00% | | 30.00% | |
| \$200 - \$399.99 (Material Costs - Mark Up %) | 138.00% | | 35.00% | | 30.00% | | 40.00% | | 40.00% | | 26.00% | |
| \$400 and up (Material Costs - Mark Up %) | 138.00% | | 35.00% | | 20.00% | | 40.00% | | 20.00% | | 22.00% | |

**Scoresheet
Request for Proposal
23-320 - On-Call Plumbing Services and Supplies**

| Supplier | Rank | Score | Standard Evaluation Criteria | | | | | | | | |
|----------------------------|------|--------------|------------------------------|---|---|---|--|---|--------------------------|------------------------------------|---------------------------|
| | | | 1. The Purchase Price | 2. The reputation of the Vendor and the Vendors goods or services | 3. The quality of the Vendor's goods or services. | 4. The extent to which the goods or services meet District's needs. | 5. The Vendor's past relationship with the district. | 6. The impact on the ability of the district to comply the laws and rules relating to history | 7. Total Long-Term Costs | 8. Contract for Goods and Services | 9. Other Relevant Factors |
| | | 100 | 25.00 | 15.00 | 20.00 | 20.00 | 5.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| HELM Plumbing Services | 1 | 95.00 | 20.00 | 15.00 | 20.00 | 20.00 | 5.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| The Bosworth Company, Ltd. | 2 | 81.00 | 20.00 | 5.00 | 18.33 | 18.67 | 5.00 | 0.00 | 0.00 | 0.00 | 14.00 |
| ALS WATER INC. | 3 | 80.00 | 13.00 | 10.00 | 19.00 | 18.33 | 5.00 | 0.00 | 0.00 | 0.00 | 14.67 |
| West Texas Refrigeration | 4 | 79.00 | 19.00 | 10.00 | 16.67 | 16.67 | 4.00 | 0.00 | 0.00 | 0.00 | 12.67 |
| Ricks Backflow & Plumbing | 5 | 77.67 | 20.00 | 5.00 | 17.00 | 17.33 | 4.67 | 0.00 | 0.00 | 0.00 | 13.67 |
| APSCO, Inc. | 6 | 56.67 | 12.00 | 0.00 | 14.67 | 14.67 | 3.67 | 0.00 | 0.00 | 0.00 | 11.67 |
| | | 78.22 | 17.33 | 7.50 | 17.61 | 17.61 | 4.56 | 0.00 | 0.00 | 0.00 | 13.61 |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of RFP # 23-321 On-Call Electrical Maintenance Services and Supplies

Consent Item

Financial Impact

Annual Estimated Expenditures: \$500,000.00 – Local Funds

This is an on-call contract and services will be rendered on an as needed basis. The following vendors will be recommended for award. Expenditures are estimated to be \$500,000.00 for the entire one-year contract depending on the services needed.

Term of contract – One-year contract with 2-1-year options to extend with a 30-day cancellation notice

Strategic Plan Goals/ Board Academic Goals

Create learning environments that prepare students for meaningful opportunities post-graduation.

Executive Summary

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

Recommendation

The committee for this RFP is recommending award to the following vendors, the vendors providing the best value to the district.

| Suppliers | |
|---|-----------------------------|
| D&E Electric | Diamond Electric |
| Freedoms Computer Cabling and Electric Contractor | G-Force Electrical Services |
| LiveWire Midland Electric Company | The Bosworth Company, Ltd. |

Motion

Approve as presented

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

Bid Tabulation, Scoresheet and Price Analysis

**Scoresheet
Request for Proposal
23-321 - On-Call Electrical Maintenance Services and Supplies**

| Supplier | Rank | Score | Standard Evaluation Criteria | | | | | | | | |
|---|------|-------|------------------------------|---|---|---|--|---|--------------------------|------------------------------------|---------------------------|
| | | | 1. The Purchase Price | 2. The reputation of the Vendor and the Vendors goods or services | 3. The quality of the Vendor's goods or services. | 4. The extent to which the goods or services meet District's needs. | 5. The Vendor's past relationship with the district. | 6. The impact on the ability of the district to comply the laws and rules relating to history | 7. Total Long-Term Costs | 8. Contract for Goods and Services | 9. Other Relevant Factors |
| | | 100 | 25.00 | 15.00 | 20.00 | 20.00 | 10.00 | 0.00 | 0.00 | 5.00 | 5.00 |
| Diamond Electric | 1 | 84.67 | 17.00 | 10.00 | 19.33 | 19.00 | 9.67 | 0.00 | 0.00 | 5.00 | 4.67 |
| LiveWire Midland Electric Comp | 2 | 81.33 | 22.00 | 5.00 | 18.33 | 18.00 | 9.00 | 0.00 | 0.00 | 4.67 | 4.33 |
| Freedoms Computer Cabling and Electrical Contractor | 3 | 73.00 | 18.00 | 10.00 | 14.67 | 15.00 | 7.33 | 0.00 | 0.00 | 4.33 | 3.67 |
| Gforce Electrical services | 4 | 73.00 | 17.00 | 15.00 | 14.00 | 14.00 | 6.33 | 0.00 | 0.00 | 3.00 | 3.67 |
| The Bosworth Company, Ltd. | 5 | 70.67 | 18.00 | 0.00 | 18.33 | 18.33 | 8.33 | 0.00 | 0.00 | 3.67 | 4.00 |
| D&E ELECTRIC | 6 | 67.33 | 14.00 | 0.00 | 17.67 | 17.67 | 8.67 | 0.00 | 0.00 | 4.67 | 4.67 |
| | | 75.00 | 17.67 | 6.67 | 17.06 | 17.00 | 8.22 | 0.00 | 0.00 | 4.22 | 4.17 |

Price Analysis

| Description | D&E Electric | | Diamond Electric | | Freedoms Computer Cabling and Electric Contractor | | Gforce Electrical Services | | LiveWire Midland Electric Company | | The Bosworth Company, LTD | |
|---|--------------|----------|------------------|----------|---|---|----------------------------|----------|-----------------------------------|----------|---------------------------|----------|
| | Price | Comments | Price | Comments | Price | Comments | Price | Comments | Price | Comments | Price | Comments |
| Labor Cost Per Hour (Regular Business Hours M-F, 8am - 5pm) | \$165.00 | | \$140.00 | | \$125.00 | | \$135.00 | | \$135.00 | | \$150.00 | |
| Labor Cost per Hours - After hours or Weekends | \$247.50 | | \$210.00 | | \$375.00 | Minimum Emergency Service Rate (2 Hours) Emergency Call Additional Hours \$187.50 | \$202.50 | | \$205.00 | | \$150.00 | |
| Labor Cost per Hours - Holidays | \$330.00 | | \$210.00 | | \$250.00 | | \$202.50 | | \$205.00 | | \$150.00 | |
| \$.01 - \$199.99 (Material Costs - Mark Up %) | 30.00% | | 25.00% | | 20.00% | | 40.00% | | 15.00% | | 60.00% | |
| \$200 - \$399.99 (Material Costs - Mark Up %) | 30.00% | | 25.00% | | 20.00% | | 30.00% | | 15.00% | | 40.00% | |
| \$400 and up (Material Costs - Mark Up %) | 30.00% | | 25.00% | | 20.00% | | 20.00% | | 15.00% | | 20.00% | |

Bid Tabulation

| | | |
|--------------------------|--------------------------------|---------------------|
| Event Number | RFP # 23-321 | Organization |
| Event Title | On-Call Electrical Maintenance | Workgroup |
| Event Description | Services and Supplies | Event Owner |
| Event Type | RFP | Email |
| Issue Date | 1/12/2024 08:00:02 AM (CT) | Phone |
| Close Date | 2/9/2024 02:00:00 PM (CT) | Fax |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|------------|-------|----------------------------|-----------------|----------------|
| Freedoms Computer Cabling and Electric Contractor | Midland | TX | 2/1/2024 01:50:58 PM (CT) | 0 | \$0.00 |
| LiveWire Midland Electric Company | Midland | TX | 1/30/2024 12:52:24 PM (CT) | 0 | \$0.00 |
| The Bosworth Company, Ltd. | Midland | TX | 2/8/2024 05:07:47 PM (CT) | 6 | \$450.00 |
| Gforce Electrical services (Gustavo Haro) | midland tx | TX | 2/8/2024 09:49:47 AM (CT) | 6 | \$540.00 |
| Diamond Electric (3-W Electric, Inc) | MIDLAND | TX | 1/30/2024 10:06:51 AM (CT) | 6 | \$560.00 |
| D&E ELECTRIC | MIDLAND | TX | 1/17/2024 09:44:00 AM (CT) | 6 | \$742.50 |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Andrea Messick, Executive Director of Teaching and Learning

Subject: Approval of RFP # 23-300 Kindergarten through Fifth Grade Math Instructional Materials and Professional Development Services

Consent Item

Financial Impact

Annual Estimated Expenditures: \$1,320,000.00 – ESSER Funds

This will include the cost of all materials plus five full-days of professional development for the implementation of the math curriculum.

Term of contract – One-year contract with 2-1-year options to extend with a 30-day cancellation notice

Strategic Plan Goals/ Board Academic Goals

Goal 3, Initiative 2

Executive Summary

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

Recommendation

The committee for this RFP is recommending award to the following vendor, the vendor providing the best value to the district.

| |
|---------------------------|
| Supplier(s) |
| Accelerate Learning, Inc. |

Motion

Approve as presented

Contact Person

Andrea Messick, Executive Director of Teaching and Learning

Enclosure

Bid Tabulation, Scoresheet and Price Analysis

**Scoresheet
Request for Proposal**

23-300 - Kindergarten through Fifth Grade Math Instructional Materials and Professional Development Services

| Supplier | Rank | Score | Standard Evaluation Criteria | | | | | | | | |
|-------------------------------|------|--------------|------------------------------|--|---|---|--|---|--------------------------|------------------------------------|---------------------------|
| | | | 1. The Purchase Price | 2. The reputation of the Vendor and the Vendor's goods or services | 3. The quality of the Vendor's goods or services. | 4. The extent to which the goods or services meet District's needs. | 5. The Vendor's past relationship with the district. | 6. The impact on the ability of the district to comply the laws and rules relating to history | 7. Total Long-Term Costs | 8. Contract for Goods and Services | 9. Other Relevant Factors |
| | | 100 | 35.00 | 6.00 | 25.00 | 24.00 | 0.00 | 0.00 | 5.00 | 0.00 | 5.00 |
| Accelerate Learning Inc. | 1 | 80.10 | 22.00 | 2.00 | 24.14 | 23.05 | 0.00 | 0.00 | 4.00 | 0.00 | 4.90 |
| Carnegie Learning Inc. | 2 | 58.19 | 30.00 | 4.00 | 10.05 | 8.43 | 0.00 | 0.00 | 4.00 | 0.00 | 1.71 |
| McGraw-Hill School Education, | 3 | 49.86 | 25.00 | 2.00 | 9.05 | 8.95 | 0.00 | 0.00 | 3.00 | 0.00 | 1.86 |
| | | 62.71 | 25.67 | 2.67 | 14.41 | 13.48 | 0.00 | 0.00 | 3.67 | 0.00 | 2.83 |

Price Analysis

| Grade Level | Description | McGraw Hill | | Accelerate Learning | | Carnegie Learning | |
|---------------------|-----------------------|---|--|---|--|--|--|
| | | For McGraw Hill list pricing, please visit: mheducation.com. McGraw Hill School account purchase prices reflect up to 25% off list prices. Discounted list pricing for school accounts will display in the cart once you are logged in. Pricing is subject to annual price increases. | | Does not have bundle sets for K-1st. STEMScopes | | Materials for students both in print and digital will be available in Spanish for the 24-25 school year. | |
| | | Cost per Unit | Comments | Cost per Unit | Comments | Cost per Unit | Comments |
| Kindergarten | | | | | | | |
| | Student Bundle | \$44.31 | 1-year bundle pricing. For more detailed pricing please contact your local sales representative. | \$0.00 | Do not have assessment books on Student Notebook \$25.50 | \$47.89 | Per Student ClearMath Elementary Bundle* (Includes Print & Software) Includes: <ul style="list-style-type: none"> ● Consumable Textbooks ● Digital Interactive Lessons ● MATHia Adventure *Each bundle has a student resource and practice book for (5) modules |
| | Teacher Bundle | \$89.22 | 1-year teacher subscription. Teacher licenses are free with student licence purchase of a certain ratio. For more detailed pricing please contact your local sales representative. | \$0.00 | Do not have assessment books | \$103.00 | Per Teacher ClearMath Elementary Teacher Implementation Guide (Includes Print & Digital Access to Platform) |
| 1st Grade | | | | | | | |
| | Student Bundle | \$72.30 | 1-year bundle pricing. For more detailed pricing please contact your local sales representative. | \$0.00 | Do not have assessment books on Student Notebook \$25.50 | \$47.89 | ClearMath Elementary Bundle* (Includes Print & Software) Includes: <ul style="list-style-type: none"> ● Consumable Textbooks ● Digital Interactive Lessons ● MATHia Adventure *Each bundle has a student resource and practice book for (5) modules |
| | Teacher Bundle | \$117.69 | 1-year teacher subscription. Teacher licenses are free with student licence purchase of a certain ratio. For more detailed pricing please contact your local sales representative. | \$0.00 | Do not have assessment books | \$103.00 | Per Teacher ClearMath Elementary Teacher Implementation Guide (Includes Print & Digital Access to Platform) |

| | | | | | | | |
|------------------|-----------------------|----------|--|---------|--------------------------------------|----------|---|
| 2nd Grade | | | | | | | |
| | Student Bundle | \$72.30 | 1-year bundle pricing. For more detailed pricing please contact your local sales representative. | \$62.18 | Student Notebook and Assessment Book | \$47.89 | ClearMath Elementary Bundle* (Includes Print & Software) Includes: ● Consumable Textbooks ● Digital Interactive Lessons ● MATHia Adventure *Each bundle has a student resource and practice book for (5) modules |
| | Teacher Bundle | \$117.69 | 1-year teacher subscription. Teacher licenses are free with student licence purchase of a certain ratio. For more detailed pricing please contact your local sales representative. | \$62.18 | Student Notebook and Assessment Book | \$103.00 | Per Teacher ClearMath Elementary Teacher Implementation Guide (Includes Print & Digital Access to Platform) |
| 3rd Grade | | | | | | | |
| | Student Bundle | \$72.30 | 1-year bundle pricing. For more detailed pricing please contact your local sales representative. | \$62.95 | Student Notebook and Assessment Book | \$47.89 | ClearMath Elementary Bundle* (Includes Print & Software) Includes: ● Consumable Textbooks ● Digital Interactive Lessons ● MATHia Adventure *Each bundle has a student resource and practice book for (5) modules |
| | Teacher Bundle | \$117.69 | 1-year teacher subscription. Teacher licenses are free with student licence purchase of a certain ratio. For more detailed pricing please contact your local sales representative. | \$62.95 | Student Notebook and Assessment Book | \$103.00 | Per Teacher ClearMath Elementary Teacher Implementation Guide (Includes Print & Digital Access to Platform) |
| 4th Grade | | | | | | | |
| | Student Bundle | \$72.30 | 1-year bundle pricing. For more detailed pricing please contact your local sales representative. | \$62.95 | Student Notebook and Assessment Book | \$47.89 | ClearMath Elementary Bundle* (Includes Print & Software) Includes: ● Consumable Textbooks ● Digital Interactive Lessons ● MATHia Adventure *Each bundle has a student resource and practice book for (5) modules |
| | Teacher Bundle | \$117.69 | 1-year teacher subscription. Teacher licenses are free with student licence purchase of a certain ratio. For more detailed pricing please contact your local sales representative. | \$62.95 | Student Notebook and Assessment Book | \$103.00 | Per Teacher ClearMath Elementary Teacher Implementation Guide (Includes Print & Digital Access to Platform) |

| | | | | | | | |
|---------------------------------|----------------------------|------------|--|------------|--------------------------------------|------------|---|
| 5th Grade | | | | | | | |
| | Student Bundle | \$72.30 | 1-year bundle pricing. For more detailed pricing please contact your local sales representative. | \$62.95 | Student Notebook and Assessment Book | \$47.89 | ClearMath Elementary Bundle* (Includes Print & Software) Includes: ● Consumable Textbooks ● Digital Interactive Lessons ● MATHia Adventure *Each bundle has a student resource and practice book for (5) modules |
| | Teacher Bundle | \$117.69 | 1-year teacher subscription. Teacher licenses are free with student licence purchase of a certain ratio. For more detailed pricing please contact your local sales representative. | \$62.95 | Student Notebook and Assessment Book | \$103.00 | Per Teacher ClearMath Elementary Teacher Implementation Guide (Includes Print & Digital Access to Platform) |
| Professional Development | | | | | | | |
| | Full Day: In person | \$3,500.00 | per trainer per day | \$3,500.00 | | \$4,200.00 | Leadership Initial Workshop This workshop is designed for building and district leaders who will be supporting educators implementing the Clear Math Elementary resources. Participants will receive an overview of the tools and strategies needed to monitor and sustain an effective implementation. Quantity 4 Total: \$16,800 Total Investment for all PD: \$837,600.00 |

Bid Tabulation

| | |
|--------------------------|---|
| Event Number | RFP # 23-300 |
| Event Title | Kindergarten through Fifth Grade Math Instructional Materials and |
| Event Description | Professional Development Services |
| Event Type | RFP |
| Issue Date | 12/12/2023 12:00:02 PM (CT) |
| Close Date | 1/12/2024 02:00:00 PM (CT) |

| |
|---------------------|
| Organization |
| Workgroup |
| Event Owner |
| Email |
| Phone |
| Fax |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|---------------|-------|----------------------------|-----------------|----------------|
| Attainment Company, Inc. | Verona | WI | 1/12/2024 10:52:44 AM (CT) | 1 | |
| EARLYCHILDHOOD LLC, DBA DISCOUNT SCHOOL SUPPLY (EARLYCHILDHOOD LLC) | Monterey | CA | 1/10/2024 02:05:12 PM (CT) | 1 | |
| Great Minds PBC | Washington | DC | 1/12/2024 09:53:56 AM (CT) | 6 | |
| KAMICO Instructional Media, Inc. | Salado | TX | 1/12/2024 11:39:55 AM (CT) | 1 | |
| McGraw-Hill School Education, LLC | Columbus | OH | 1/9/2024 03:56:07 PM (CT) | 6 | |
| Really Good Stuff | Shelton | CT | 1/10/2024 12:48:25 PM (CT) | 1 | |
| Savvas Learning Company | Paramus | NJ | 1/11/2024 07:45:36 AM (CT) | 6 | |
| Carnegie Learning Inc. | Pittsburgh | PA | 1/10/2024 03:30:20 PM (CT) | 3 | |
| ORIGO Education | Earth City | MO | 1/10/2024 03:05:42 PM (CT) | 4 | |
| Kiddom | San Francisco | CA | 1/6/2024 02:26:42 PM (CT) | 3 | |
| Accelerate Learning Inc. | Houston | TX | 1/12/2024 08:48:21 AM (CT) | 3 | |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Fatima E Muñiz, Executive Director of Technology

Subject: Approval for the RFP # 240003297 for Category 1

Action Item

Financial Impact

Equipment for 9 Buses

Budget amount: \$20,268.54

E-Rate reimbursement expected: \$16,214.83

Data services

120 buses at @455.88 each bus annually

Budget amount: \$54,705.60

E-rate reimbursement expected: \$43,764.48

Board Goals/ Strategic Plan Goals

Goal 3, Initiative 2

Executive Summary

The Federal Communication Commission (FCC) E-Rate program makes telecommunications and information services more affordable for schools and libraries. With funding from the Universal Service Fund, E-Rate provides discounts for telecommunications, Internet access, and internal connections to eligible schools, libraries, and now busses

The suggested awards in the RFP are integral to the district's yearly procedure for choosing vendors, aiming to optimize our funding through E-rate grants. This funding is crucial for bus wireless connectivity services.

Recommendation

The committee for this RFP is recommending awards to 1) RCN for equipment, and 2) Verizon for data service, the vendors providing the best value to the district.

Motion

Approve as presented



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Contact Person

Fatima Muñiz, Executive Director of Technology

Enclosure

Bid Evaluations

Midland Year 27 (2024-2025) Bid Evaluations (RFP 240003297)

| Type of Service: Bus Wi-Fi | Possible Points | Vendor 1 | Vendor 2 | Vendor 3 | Vendor 4 | Vendor 5 | Vendor 6 |
|---|-----------------|--------------------|--------------------|--------------------|--------------------|-------------------------------|--------------------|
| Level of Service: Equipment for 20 buses | | AT&T | Verizon | RCN | Premier | CDW-G (Kajeet Install) | ByteSpeed |
| One Time Cost | | \$36,677.00 | \$36,000.00 | \$43,335.00 | \$44,194.20 | \$44,707.60 | \$57,470.00 |
| Price of Elig Goods/Services | 25 | 24.54 | 25.00 | 20.77 | 20.36 | 20.13 | 15.66 |
| Service History | 20 | 5 | 20 | 15 | 10 | 10 | 10 |
| Expertise of Company | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| Understanding of Needs/Completeness of Bid | 20 | 20 | 5 | 20 | 20 | 20 | 20 |
| TOTAL POINTS: | 85 | 69.54 | 70.00 | 75.77 | 70.36 | 70.13 | 65.66 |

| Type of Service: Bus Wi-Fi | Possible Points | Vendor 1 | Vendor 2 | Vendor 4 | Vendor 5 | Vendor 6 |
|--|-----------------|-------------------------|---------------------|------------------------|--------------------|--------------------|
| Level of Service: Service for 130 buses | | ByteSpeed/Kajeet | CDW-G/Kajeet | AT&T w CIPA | T-Mobile | Verizon |
| One Year Cost | | \$45,240.00 | \$45,787.30 | \$46,832.40 | \$61,152.00 | \$63,507.60 |
| Price of Elig Goods/Services | 25 | 25.00 | 24.70 | 24.15 | 18.49 | 17.81 |
| Service History | 20 | 10 | 10 | 5 | 10 | 20 |
| Expertise of Company | 20 | 20 | 20 | 20 | 20 | 20 |
| Understanding of Needs/Completeness of Bid | 20 | 20 | 20 | 20 | 20 | 20 |
| TOTAL POINTS: | 85 | 75.00 | 74.70 | 69.15 | 68.49 | 77.81 |

Evaluations Completed By: Tom Holly, Chris Guynn, Fatima Muniz Date Completed 2/16/24

H. Approval of RFP # 23-358 Door and Locksmith Services, Parts, Repairs and Supplies

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of RFP # 23-358 Door and Locksmith Services, Parts, Repairs, and Supplies

Consent Item

Financial Impact

Annual Estimated Expenditures: \$600,000.00 – Local Funds

This is an on-call contract and services will be rendered on an as needed basis. The following vendors will be recommended for award. Expenditures are estimated to be \$600,000.00 for the entire one-year contract depending on the services needed.

Term of contract – One-year contract with 2-1-year options to extend with a 30-day cancellation notice

Strategic Plan Goals/ Board Academic Goals

Create learning environments that prepare students for meaningful opportunities post-graduation.

Executive Summary

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

Recommendation

The committee for this RFP is recommending award to the following vendors, the vendors providing the best value to the district.

| Suppliers | |
|--------------------------------------|--|
| Intermountain Lock & Security Supply | The Right Choice Locksmith LLC (dba Sure Lock & Key LLC) |

Motion

Approve as presented

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

Bid Tabulation, Scoresheet and Price Analysis

Bid Tabulation

| | | |
|--------------------------|------------------------------|---------------------|
| Event Number | RFP # 23-358 | Organization |
| Event Title | Door and Locksmith Services, | Workgroup |
| Event Description | Parts, Repairs and Supplies | Event Owner |
| Event Type | RFP | Email |
| Issue Date | 2/1/2024 08:00:01 AM (CT) | Phone |
| Close Date | 2/29/2024 02:00:00 PM (CT) | Fax |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|---|----------------|--------------|----------------------------|------------------------|-----------------------|
| Intermountain Lock & Security Supply | Salt Lake City | UT | 2/22/2024 10:49:51 AM (CT) | 3 | \$0.00 |
| The Right Choice Locksmith LLC (DBA Sure Lock & Key LLC) | McKinney | TX | 2/21/2024 01:53:58 PM (CT) | 6 | \$315.00 |

Price Analysis

| | The Right Choice Locksmith (DBA Sure Lock & Key LLC) | | Intermountain Lock & Security Supply | |
|--|---|-----------------|---|-----------------|
| Description | Price | Comments | Price | Comments |
| Labor Cost Per Hour (Regular Business Hours M-F, 8am - 5pm) | \$75.00 | | No Bid | |
| Labor Cost per Hours - After hours or Weekends | \$115.00 | | No Bid | |
| Labor Cost per Hours - Holidays | \$125.00 | | No Bid | |
| \$.01 - \$199.99 (Material Costs - Mark Up %) | 5.00% | | 25.00% | |
| \$200 - \$399.99 (Material Costs - Mark Up %) | 5.00% | | 22.00% | |
| \$400 and up (Material Costs - Mark Up %) | 5.00% | | 20.00% | |

ScoreSheet

Request for Proposal

23-358 - Door and Locksmith Services, Parts, Repairs and Supplies

| Supplier | Rank | Score | Standard Evaluation Criteria | | | | | | | | |
|--------------------------------|------|--------------|------------------------------|---|---|---|--|---|--------------------------|------------------------------------|---------------------------|
| | | | 1. The Purchase Price | 2. The reputation of the Vendor and the Vendors goods or services | 3. The quality of the Vendor's goods or services. | 4. The extent to which the goods or services meet District's needs. | 5. The Vendor's past relationship with the district. | 6. The impact on the ability of the district to comply the laws and rules relating to history | 7. Total Long-Term Costs | 8. Contract for Goods and Services | 9. Other Relevant Factors |
| | | 100 | 25.00 | 15.00 | 20.00 | 20.00 | 10.00 | 0.00 | 0.00 | 5.00 | 5.00 |
| The Right Choice Locksmith LLC | 1 | 74.67 | 25.00 | 0.00 | 17.33 | 16.00 | 7.33 | 0.00 | 0.00 | 4.67 | 4.33 |
| Intermountain Lock & Security | 2 | 60.67 | 3.00 | 0.00 | 19.33 | 19.33 | 9.67 | 0.00 | 0.00 | 4.67 | 4.67 |
| | | 67.67 | 14.00 | 0.00 | 18.33 | 17.67 | 8.50 | 0.00 | 0.00 | 4.67 | 4.50 |

I. Approval of RFP # 23-359 Heating, Venting and Cooling (HVAC) Services, Parts, Repairs, and Supplies

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of RFP # 23-359 Heating, Venting and Cooling (HVAC) Services, Parts, Repairs, and Supplies

Consent Item

Financial Impact

Annual Estimated Expenditures: \$750,000.00 – Local Funds

This is an on-call contract and services will be rendered on an as needed basis. The following vendors will be recommended for award. Expenditures are estimated to be \$750,000.00 for the entire one-year contract depending on the services needed.

Term of contract – One-year contract with 2-1-year options to extend with a 30-day cancellation notice

Strategic Plan Goals/ Board Academic Goals

Create learning environments that prepare students for meaningful opportunities post-graduation.

Executive Summary

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

Recommendation

The committee for this RFP is recommending award to the following vendors, the vendors providing the best value to the district.

| Suppliers |
|--------------------------|
| The Bosworth Company LTD |

Motion

Approve as presented

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

Bid Tabulation, Scoresheet and Price Analysis

Bid Tabulation

| | | |
|--------------------------|---|---------------------|
| Event Number | RFP # 23-359 | Organization |
| Event Title | Heating, Venting and Cooling (HVAC) Services, Parts, Repairs and Supplies | Workgroup |
| Event Description | | Event Owner |
| Event Type | RFP | Email |
| Issue Date | 2/1/2024 08:00:02 AM (CT) | Phone |
| Close Date | 2/29/2024 02:00:00 PM (CT) | Fax |

| Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
|--|-------------|--------------|----------------------------|------------------------|-----------------------|
| Johnstone Supply (Custom Wholesale Supply Co., Inc.) | Odessa | TX | 2/16/2024 12:14:20 PM (CT) | 0 | \$0.00 |
| The Bosworth Company, Ltd. | Midland | TX | 2/8/2024 05:22:10 PM (CT) | 6 | \$450.00 |

Price Analysis

| | The Bosworth Company LTD | | Johstone Supply | |
|--|--------------------------|----------|-----------------|----------|
| Description | Price | Comments | Price | Comments |
| Labor Cost Per Hour (Regular Business Hours M-F, 8am - 5pm) | \$150.00 | | No Bid | |
| Labor Cost per Hours - After hours or Weekends | \$150.00 | | No Bid | |
| Labor Cost per Hours - Holidays | \$150.00 | | No Bid | |
| \$.01 - \$199.99 (Material Costs - Mark Up %) | 60.00% | | No Bid | |
| \$200 - \$399.99 (Material Costs - Mark Up %) | 40.00% | | No Bid | |
| \$400 and up (Material Costs - Mark Up %) | 20.00% | | No Bid | |

**Scoresheet
Request for Proposal**

23-359 - Heating, Venting and Cooling (HVAC) Services, Parts, Repairs and Supplies

| Supplier | Rank | Score | Standard Evaluation Criteria | | | | | | | | |
|----------------------------|------|--------------|------------------------------|---|---|---|--|---|--------------------------|------------------------------------|---------------------------|
| | | | 1. The Purchase Price | 2. The reputation of the Vendor and the Vendors goods or services | 3. The quality of the Vendor's goods or services. | 4. The extent to which the goods or services meet District's needs. | 5. The Vendor's past relationship with the district. | 6. The impact on the ability of the district to comply the laws and rules relating to history | 7. Total Long-Term Costs | 8. Contract for Goods and Services | 9. Other Relevant Factors |
| | | 100 | 25.00 | 15.00 | 20.00 | 20.00 | 10.00 | 0.00 | 0.00 | 5.00 | 5.00 |
| The Bosworth Company, Ltd. | 1 | 89.00 | 25.00 | 5.00 | 19.25 | 20.00 | 10.00 | 0.00 | 0.00 | 5.00 | 4.75 |
| Johnstone Supply | 2 | 59.75 | 0.00 | 0.00 | 20.00 | 20.00 | 10.00 | 0.00 | 0.00 | 5.00 | 4.75 |
| | | 74.38 | 12.50 | 2.50 | 19.63 | 20.00 | 10.00 | 0.00 | 0.00 | 5.00 | 4.75 |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Scott McKown, MISD Chief of Police

Subject: Approval of University of Texas Permian Basin Police Department/Midland Independent School District Services Contract

Consent Item

Financial Impact- The financial Impact MISD is a cost of \$18,000.00 per year. MISD is currently paying Loretta's Answering Service \$13,392.00 Per year. Though this is approximately \$5000.00 more, the service will provide better response and coverage. UTPB will have the ability to receive MISD Alarm calls, dispatch our officers, and communicate with our officers. Loretta's is only an answering service.

Board Goal/Strategic Plan Goals-Providing better MISD Officer response and safety. UTPB dispatch will receive alarm calls, dispatch on-call officers, and communicate via radio with the officers. Officers will have the ability to communicate with a real person, not a recorded line.

Executive Summary The Contract between UTPB and MISD will allow MISD Police Officers the ability to have a Licensed Tele-communicator communicating with our officers, after hours and weekends. UTPB dispatch will additionally answer any alarm calls after hours and dispatch the officers. Currently we rely on Loretta's Answering Service to send our officers out for alarm calls and no radio response with a tele-communicator.

Contact Person Scott McKown, MISD Chief of Police

Enclosure University of Texas Permian Basin Police Department/Midland Independent School District Services Contract

University of Texas Permian Basin Police Department

Midland Independent School District Services Contract 2023-2024 Year

The Services Contract (“Agreement”) effective February 1, 2024, by and between the University of Texas Permian Basin University), a state agency and institution of higher education established under the laws of the State of Texas, and Midland Independent School District (MISD), a school district located in Midland County Texas. University and Midland Independent School District sometimes collectively referred to as the “parties”.

DUTIES OF THE PARTIES:

University will perform the following services (“services”) during regular hours (4:30 PM to 7:30 AM, Monday through Friday.

- Allow officers to check in/out on calls, when necessary, via radio or telephone.
- Provide TLETS/NCIC checks when requested by MISD police personnel.
- Record police related activity in the UTPB CAD System.

University will perform the following services (“services”) during non-business hours (4:30 PM to 7:30 AM, Monday through Friday), 24 hours a day on weekends, and at any other time MISD is closed during the terms of the agreement.

- Answering of police related phone calls transferred from a designated MISD telephone line.
- Dispatching of MISD police personnel to activated alarms or calls for service via radio or telephone.
- All other terms stated above for normal business hours.

Any resources, if any, provided by MISD will remain the property of MISD. MISD will need to ensure the proper function of the line transfer and contact the University at the time the phones begin transfer daily.

WARRANTIES:

MISD warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has authority to contract for and receive the services; and (3) the representative signing this agreement on its behalf is authorized by its governing body to sign this agreement

University warrants that (1) it has the authority to perform and contract to provide the services; and (2) the representative signing this agreement on its behalf is authorized by its governing body to sign this agreement.

PAYMENT:

MISD will pay University one thousand five hundred dollars (\$1,500) per month for the performance of services. Total payment for the remaining 2023.2024 if payment starts February 1, 2024 will be seven thousand five hundred dollars (\$7,500.00). MISD will remit payment in full at the beginning of each

fiscal year during the terms of this fiscal agreement. Total payment for FY 2024.2025 will be eighteen thousand dollars (\$18,000).

Payments made under this agreement will fairly compensate University for the services performed under this agreement.

TERMS AND EXTENSIONS:

The term of this agreement begins February 1, 2024 and expires June 30, 2024. The parties may mutually agree to extend the term of this agreement for additional one (1) year terms beginning July 1 and ending June 30 of each year. Any such extension shall be documented in writing as required by the "Entire Agreement; Modifications" provision of the Other Provisions Section of this agreement.

NOTICES:

Except as otherwise provided in this section all notices, consents, approvals, demands, requests, or other communications provided for or permitted to the given under any of the provisions of this agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U. S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the University: The University of Texas Permian Basin
4901 E. University Blvd
Odessa, Texas 79762

With Copy to: The University of Texas Permian Basin
4901 E. University Blvd
Odessa, Texas 79762
Attn: Elsa Montalvo, Director of Purchasing

If to Midland ISD: Midland Independent School District
615 W. Missouri Ave
Midland, Texas 79701
Attn: Chief Scott McKown

Alternatively, either party to the other in accordance with this section may give such other person or address as in writing.

TERMINATION:

Either party may terminate this agreement after giving sixty (60) days advance written notice of termination to the other party.

OTHER PROVISIONS:

Venue: Governing Law. Ector County, Texas, shall be the proper place of venue for suit on or in respect of this agreement. This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This agreement supersedes all prior agreements, written or oral, between university and MISD and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This agreement and each of its provisions is binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by MISD and University.

Assignment. This agreement is not transferable or assignable except upon written approval of the other party.

Severability. In any case, any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any report, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Record. It shall be the independent responsibility of MISD and University to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the parties' respective information. University is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of MISD. Likewise, MISD is not authorized to receive public information requests or take an action under the Public Information Act on behalf of the University.

Utilities; Radio Service. University will not be responsible for interruptions or failures in utility services, including but not limited to electricity, natural gas, water, and telecommunications, or radio services. However, University will exercise reasonable diligence in pursuing the restoration of interruptions or failures in utility and radio services.

Damage or Injury. MISD will be solely responsible for any damage or injury to University's facilities, property (tangible or intangible), or personnel that results from the actions or omissions of MISD or its officers, agents, employees, or subcontractors.

Disclaimer. University provides all goods, equipment, materials, services, personnel, facilities, and other items to MISD under this agreement "as is" without warranties, guarantees, certifications, or representations of any kind. Notwithstanding any other provisions of this agreement.

- University expressly and specifically disclaims all warranties, including without limitation warranties of title, merchantability, or fitness for a particular purpose, as well as implied warranties (including without limitation any implied warranties arising from a course of dealing or performance or usage of trade).
- University's maximum aggregate liability under this agreement shall not exceed the amount paid by MISD to University during the immediate preceding contiguous twelve (12) month period during the term of this agreement, and

- University shall not be responsible or liable to MISD or to any person or entity claiming through OC for special incidental, indirect, or consequential damages, including without limitation lost or anticipated profits, revenues or savings, even if university has been advised of the possibility of such damages.

Indemnification. Except as provided in the “Utilities, radio services,” “Damage or injury” and “Disclaimer” provisions of this section of this agreement, to the extent authorized by the laws and constitution of the State of Texas, each party (individually, “indemnifying party”) shall indemnify and hold harmless the other party and its officers, agents, and employees from any and all claims, demands, actions, causes of action, judgements, losses damages, and expenses for the injury or death of a person or damage to or loss of property that directly or indirectly result from any negligent act or omission or willful misconduct of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

University:

The University of Texas Permian Basin

Cesario Valenzuela
Cesario Valenzuela (Feb 9, 2024 10:59 CST)

Name: Cesar Valenzuela

Title: Sr. Vice President of Business Affairs

Date: _____

MISD

Midland Independent School District

Name: Tucker Durham

Title: Chief Financial Officer

Date: _____






MISD 2023.2024 Contract

Final Audit Report

2024-02-09

| | |
|-----------------|--|
| Created: | 2024-02-08 |
| By: | Lara Kessler (VPBAAAdobe@utpb.edu) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3rdTTNidKLVhSv6o5KWd0QtGAKBxo-70 |

"MISD 2023.2024 Contract" History

-  Document created by Lara Kessler (VPBAAAdobe@utpb.edu)
2024-02-08 - 9:34:51 PM GMT- IP address: 204.158.147.62
-  Document emailed to Cesario Valenzuela (valenzuela_c@utpb.edu) for signature
2024-02-08 - 9:34:54 PM GMT
-  Email viewed by Cesario Valenzuela (valenzuela_c@utpb.edu)
2024-02-09 - 4:58:44 PM GMT- IP address: 204.158.144.45
-  Document e-signed by Cesario Valenzuela (valenzuela_c@utpb.edu)
Signature Date: 2024-02-09 - 4:59:03 PM GMT - Time Source: server- IP address: 204.158.144.45
-  Agreement completed.
2024-02-09 - 4:59:03 PM GMT



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19th, 2024

Presented By: Brandon Reyes, Chief of Human Capital

Subject: Approval of Amendment to the Interlocal Agreement between Region 4 Inspire Texas and Midland ISD

Consent Item

Financial Impact

ESSER III

Board Goal/Strategic Plan Goals

Grow and Develop Staff

Develop and implement talent pipelines and professional learning for all staff with systems of support that cultivate continuous learning, staff recognition and incentives, enhance job satisfaction, promote staff retention, and foster a culture of growth, well-being, work-life balance and career progression.

Executive Summary

This agreement was previously approved during the November 14th board meeting. We have worked with INSPIRE TEXAS to amend the agreement. As part of the amended agreement, Midland ISD will cover half of the discounted rate (\$2,090.00) upfront for a minimum of 50 candidates. The agreement provides a structured payment plan for any candidates beyond the initial 50, with a clear deadline of May 1, 2024, for these additional payments. This flexibility ensures that the district can expand the program without needing to renegotiate terms mid-way, thus accommodating more candidates if the need arises. Candidates will now be able to work directly with Region 4 to pay the balance (\$2,090.00) in seven-month installments, providing a manageable way to spread out their financial obligation. This structured plan can help them budget more effectively and reduce the stress associated with a lump-sum payment. INSPIRE TEXAS, an alternative certification program, provides flexible online and in-person training. Each candidate's previous academic work is evaluated individually, highlighting their focus on tailored career growth. The Human Capital and Talent Development team is committed to helping District of Innovation (DOI) teachers gain certification. With 42 certification paths available through Region 4 and courses organized into 5-week modules, a DOI teacher could achieve certification in just 16 weeks!

Contact Person

Brandon Reyes

Enclosure

Amended Interlocal Agreement between Region 4 Inspire Texas and Midland ISD

INTERLOCAL AGREEMENT
Made by and between
Midland ISD and Region 4 Education Service Center (Region 4 ESC)

FOR
Region 4 INSPIRE Texas

This Interlocal Agreement for **Region 4 INSPIRE Texas** (“Agreement”) is made by and between Midland ISD (“District”) and REGION 4 EDUCATION SERVICE CENTER (“Region 4 ESC”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

PREMISES

WHEREAS, Chapter 791 if the Texas Government Code authorizes governmental entities, including regional education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

WHEREAS, regional education service centers may offer any service requested and purchased by any school district or campus in the state; and

WHEREAS, Region 4 provides the Region 4 INSPIRE Texas educator preparation program to candidates in Midland ISD; and

WHEREAS, the Parties wish to enter into this Agreement to provide District with the Region 4 INSPIRE Texas educator preparation program; and

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies;

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. PURPOSE

Region 4 INSPIRE Texas will provide support to candidates in Midland ISD in the areas of training and teacher certification.

2. TERM OF AGREEMENT

2.1. Term.

This Agreement shall commence on May 1, 2024 (the "Effective Date") and shall continue in full force and effect for a period of one (1) year from the Effective Date, unless earlier terminated in accordance with Section 2.2 below.

2.2. Termination.

Either party may terminate this Agreement without cause and without penalty by providing the other party with a written notice of such termination at least sixty (60) days prior to the intended termination date.

Unless otherwise agreed upon in writing by the parties, all obligations and duties under this Agreement shall cease upon the effective date of termination, except for any obligations that by their nature should survive termination, including, but not limited to, payment obligations and confidentiality provisions.

2.3. Effects of Termination.

Upon the termination or expiration of this Agreement for any reason:

- (a) Each party shall return or, at the disclosing party's request, destroy, all confidential information of the other party in its possession; and
- (b) Any amounts owed by one party to the other under this Agreement prior to the termination or expiration date shall become immediately due and payable.

2. DUTIES AND RESPONSIBILITIES

2.1. Region 4 ESC Duties and Responsibilities.

Pursuant to this Agreement, Region 4 ESC will provide the following:

- 2.1.1 Screen all applicants to meet Region 4 INSPIRE Texas admission requirements;
- 2.1.2 Manage all program financial transactions directly with Midland ISD;
- 2.1.3 Contract and train all instructors;
- 2.1.4 Offer TOEFL optional preparation to applicants (if needed) for a fee \$600 per applicant;
- 2.1.5 Facilitate 15 hours of video-based field experience;
- 2.1.6 Provide required training for mentors/cooperating teachers if applicable;
- 2.1.7 Process all statements of eligibility (SOE);
- 2.1.8 Maintain all responsibility for certifying interns;
- 2.1.9 Field Supervision for all intern candidates;
- 2.1.10 Provide password protected environments for all learners on all assignments; and
- 2.1.11 Provide an orientation meeting to teacher candidates recruited by Midland ISD and trained by Region 4 INSPIRE Texas.

2.2. District Duties and Responsibilities.

Pursuant to this Agreement, District will provide the following:

- 2.2.1 Establish and reasonably promote information sessions regarding the Region 4 INSPIRE

TEXAS Educator Development program, as appropriate;

2.2.2 Select applicants based on Midland ISD criteria to include in Region 4 INSPIRE Texas admission requirements (i.e. TOEFL exam passed and transcript evaluation with verification);

2.2.3 Region 4 INSPIRE Texas Pre-service training is rigorous and instructor-led with hard deadlines. Midland ISD commits to reinforce completion of pre-service training with participating candidates;

2.2.4 Provide signed Statements of Eligibility (SOE) to Region 4 INSPIRE Texas to initiate a formal candidacy start date for each of the selected participants;

3. AGREEMENT AMOUNT AND COMPENSATION

3.1 Midland ISD agrees to enroll a minimum of 50 candidates into the Region 4 Inspire Texas Educator Preparation Program.

3.2 Discounted Rate

The total cost per candidate will be \$4,180.00, discounted from the regular rate. Midland ISD will pay half of the cost upfront, and the remaining half will be paid directly to Region 4 by each individual candidate.

3.3 Payment Terms

3.3.1. Midland ISD will make a total payment of \$104,500.00 by April 15, 2024, which represents the cost of 50 candidates (\$2,090.00 x 50 candidates).

3.3.2 In the event that more than 50 candidates are identified for enrollment, Midland ISD agrees to pay \$2,090.00 for each additional identified candidate no later than May 1, 2024.

3.3.3. After initial payment to Region 4 of \$2,090.00 per candidate, Midland ISD shall have entirely met its financial obligation pursuant to this agreement.

3.3.4 Candidate Payment Plan

The remaining \$2,090.00 per candidate will be paid according to the Region 4 payment plan by the candidate as follows:

Seven-month installment plan of \$298.00 per month beginning May 2024.

Candidates will pay a \$95 application fee by May 1, 2024 . The application fee will be reimbursed at a rate of \$100 by Teach for Houston.

4. MISCELLANEOUS PROVISIONS

4.1. Liability.

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

4.2. Immunity as a Defense.

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, nor

to create an impermissible deficiency debt of either Party.

4.3. Notices.

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

DISTRICT: Midland ISD
615 W. Missouri Ave
Midland, Texas 79701
Phone: _____
Fax: _____
Attn: _____

REGION 4 ESC: Region 4 Education Service Center
7145 West Tidwell
Houston, Texas 77092-2096
Phone: 713 744-6580
Attn: Pamlea Farinas
cc: Stefanie Perry

4.4. Relationship.

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Region 4, or any employee or agent of Region 4. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 4 and any employee or agent of District. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

4.5. Jurisdiction/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Harris County, Texas.

4.6. Assignment.

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

4.7. Severability.

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

4.8. Entire Agreement.

This Agreement constitutes the sole and entire agreement between the Parties concerning the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, negotiations, ¹⁷⁸representations, and warranties, both written and oral, between the Parties. This Agreement may not be modified, terminated, or

discharged except by an instrument in writing signed by all Parties.

4.8. Warranty.

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

4.9. No Third Party Beneficiary.

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

4.10. No Joint Venture.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

4.11. Implied Waiver.

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

4.12. Approvals or Consents.

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

4.13. Merger.

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

4.14. Cooperation.

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[Signature Page to Follow]

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

REGION 4 EDUCATION SERVICE CENTER

MIDLAND ISD

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

L. Approval of the Geotechnical Engineering Services for the two New High School Projects Associated with the 2023 Bond and Authorization to Execute an Agreement

182



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of the Geotechnical Engineering Services for the two New High School Projects Associated with the 2023 Bond and Authorization to Execute an Agreement

Consent Item

Financial Impact

Fee to be negotiated based on the scope of work necessary to provide comprehensive professional surveying services for the two new high school sites related to the 2023 Bond. Funds for the surveying services are included within the overall bond budget.

Strategic Plan Goals/Board Academic Goals

Create learning environments that prepare students for meaningful opportunities post-graduation.

Executive Summary

Pursuant to 2254.03 of the Texas Government Code, professional services such as surveying must be selected on the basis of demonstrated competence and qualifications to perform the services. After the selection of a professional service provider based on qualifications, the District is allowed to negotiate a fair and reasonable fee for the services.

Recommendation

Recommending the approval of Terracon Consulting, Inc. for geotechnical engineering services for the two new high schools related to the 2023 Bond Program. Terracon Consulting, Inc. was selected to perform geotechnical engineering services for this project based on their qualifications and history of quality work performed in the area. Terracon Consulting, Inc. will provide geotechnical engineering services at the two new high schools. Having Terracon Consulting, Inc. provide the geotechnical services for the sites will allow seamless transfer of necessary information and data within the design team for the high schools.

They are being selected from the previously approved pool of qualified geotechnical engineering services firms.

Motion



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Approve as presented

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

N/A



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of Investment Management Firm

Consent Item

Financial Impact

n/a

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

With the recent passage of the 2023 bond, the administration is looking to maximize our investments with an investment manager and diversify our portfolio further. This will allow the district to have experts in the field help the district manage and maximize our investment through short and long-term investments. Our investment earnings will offset the fees, and we will also look at long-term investments outside of our bond dollars to maximize the recapture dollars before they're sent back to the state.

Per board policy CDA (Local), the board may enter into a contract with an investment management firm for a maximum of two years. The firm will work hand in hand with the district investment officer(s) to make the best financial decisions for the district and will offer other services like policy review, cash flow analysis and guidance, comprehensive investment reporting, and market updates, to name a few.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Resolution for Investment Manager Services

**AGREEMENT
FOR
INVESTMENT ADVISORY SERVICES
BY AND BETWEEN
MIDLAND INDEPENDENT SCHOOL DISTRICT
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC**

This Investment Advisory Agreement (the “**Agreement**”) is made by and between Midland Independent School District (the “**Investor**”) and Hilltop Securities Asset Management, LLC (“**HSAM**”). This agreement shall be effective as of the date of its acceptance by the Investor as indicated on the signature page hereof.

I. Terms and Conditions

This Agreement sets forth the terms and conditions governing the relationship of the Investor to HSAM with respect to securities and money which the Investor holds, from time to time, and which are available for investment or reinvestment (the “**Portfolio**”). This Agreement shall apply to any and all investable funds and securities in the Investor’s Portfolio during the period in which this Agreement shall be in effect.

II. Investment Advisory Services

- A. **Services.** With respect to the Portfolio, HSAM will endeavor to provide investment advisory services and cause to be executed such trades as determined in accordance with Section II. B below. HSAM agrees to provide professional services and its facilities and to direct and coordinate all programs of investing as may be considered and authorized by the Investor and to assume and pay those expenses incurred by HSAM in connection with the execution of investment decisions. Specifically, HSAM agrees to perform the following duties:
1. Review the Investor’s cash flow projections;
 2. Recommend appropriate strategies based upon cash flow requirements;
 3. Advise the Investor on current market conditions and other general information;
 4. Analyze risk/return relationships between various investment alternatives;
 5. Attend meetings of the governing body of the Investor, its staff, representatives, or committees as requested by the Investor, when the subject of investments is to be discussed;
 6. Assist in the selection of investment securities and, as directed by the Investor, cause the transactions to be executed;
 7. Advise on the investment of the Portfolio in a manner consistent with the Investment Policy, the proceedings of the Investor authorizing the investment of the bond funds and applicable state and federal rules and regulations;
 8. Promptly send (or cause to be sent) trade confirmations to the Investor; and
 9. Assist the Investor in creating quarterly investment reports as required by written investment policy, stated procedures and / or state law.
- B. **Scope of Investment Decisions.** In performing the services listed in Section II. A above, HSAM shall not have discretionary authority and, accordingly, shall obtain approval from the Investor for the purchase or sale of securities prior to execution. The Investor hereby represents and acknowledges that its written investment policy and investment strategy includes its investment objectives and all portfolio limitations and restrictions, including, without limitation, acceptable levels of investment

risk. The Investor also agrees to notify HSAM in writing ten business days in advance of the implementation of any changes in the Investor's investment objectives, investment limitations, and/or financial condition.

- C. **Standard of Care.** In the administration of its duties, HSAM shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, not for speculation, but for investment, considering, with regard to the entire Portfolio rather than any particular investment or security, the probable safety of capital and the probable income to be derived.
- D. **Settlement of Securities.** The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Investor's safekeeping agent. By so doing, Investor's funds will be released when and if the Investor has received, through the safekeeping agent, the designated securities purchased.
- E. **Hold Harmless.** The Investor hereby agrees to indemnify and hold harmless HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents and trustees, from (i) charges incurred by HSAM on the Investor's behalf and (ii) for any and all market losses arising with respect to the Portfolio.
- F. **Return on the Portfolio.** The Investor expressly affirms and acknowledges that HSAM has not promised or guaranteed any stated or specified return on, or performance of, the Investor's investment portfolio.

III. Representations

- A. HSAM represents that it is registered as an investment advisor under the Investment Advisers Act of 1940 (the "**Advisers Act**") and is authorized and empowered to enter into this Agreement.
- B. The Investor represents and confirms that (1) the Investor has full power and authority to enter into this agreement; (2) the terms hereof do not violate any obligation by which the Investor is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding on Investor according to its terms.
- C. The Investor agrees to:
 - 1. Provide HSAM with the schedule of estimated cash flow requirements related to the Portfolio, and promptly notify HSAM as to any changes in such estimated cash flow schedule;
 - 2. Provide HSAM, not less than monthly, with all relevant custodian, safekeeping and bank statements relating to all of the Portfolio; and
 - 3. Allow HSAM to rely upon all information regarding schedules or other information pertaining to the Portfolio as provided to it by the Investor as being true and accurate. HSAM shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information and HSAM will not undertake to authenticate any such information.
- D. The Investor recognizes that there may be loss or depreciation of the current liquidation, immediate and ongoing value of any investment due to the fluctuation of market values. The Investor represents that no party to this Agreement has made any guarantee, either oral or written, that the Investor's investment objectives will be achieved. HSAM shall not be liable for any error in judgment and/or for any investment losses in the Portfolio in the absence of willful malfeasance, gross negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Investor may have under applicable state or federal law including without limitation, the state and federal securities laws.

- E. Investor represents and acknowledges that Investor has reviewed and understands the risk factors and fees associated with the Portfolio.

IV. Fees and Costs of HSAM

As consideration for the services provided by HSAM under this Agreement, HSAM will be entitled to a fee (the “**Advisor Fee**”) determined in accordance with the schedule set forth in the fee schedule (“**Schedule A**”), a copy of which is attached hereto, is incorporated herein for all purposes and is being delivered to the Investor simultaneously with the execution, and as an integral part, of this Agreement. The obligation of HSAM to pay or incur expenses shall not include any costs incident to litigation, mandamus action, regulatory investigation, test case or other similar legal actions.

V. Reporting and Account Statements

HSAM will deliver or cause to be delivered to the Investor confirmation of transactions and/or periodic statements for the Portfolio as set forth in this Agreement. HSAM will also provide the Investor with an annual valuation of the Investor’s Portfolio and any additional statements that may be required by applicable law, including the reporting provisions of the Public Funds Investment Act, or other applicable state law, with respect to transactions effected under this Agreement.

VI. Other Services

The investment advisory services provided hereunder by HSAM to the Investor are exclusive of any other services that HSAM may provide to the Investor.

VII. Execution of Investment Transactions

- A. **Affiliated Broker.** HSAM is affiliated through common ownership and control with Hilltop Securities (“**Hilltop**”), a registered broker/dealer with the Financial Industry Regulatory Authority (“**FINRA**”), the U.S. Securities and Exchange Commission (“**SEC**”), and various state and territorial regulatory authorities. Investor hereby authorizes HSAM to effect transactions for the Portfolio by execution through Hilltop. Where transactions are effected through Hilltop, Hilltop may act on an agency or principal basis to the extent permitted by law. Pursuant to Rule 206(3) of the Advisers Act, HSAM will obtain the Investor’s consent on each investment transaction to allow Hilltop to act as a principal in acquiring a security to facilitate a trade. Fees for advisory services will be billed separately in accordance with the terms of this Agreement.
- B. **Bundling of Investment Transactions.** Transactions for each Investor account generally will be effected independently unless HSAM decides to purchase or sell the same securities for several Investors at approximately the same time. HSAM may (but is not obligated to) combine or “batch” such orders to obtain best execution. Under this procedure, transactions will be averaged as to price and will be allocated among HSAM investors included in the “batch” group in proportion to the purchase and sale orders placed for each Investor in batch transactions.

VIII. Selection of Brokers

The Investor agrees that when HSAM effects or places orders for the execution of transactions for the Portfolio (other than situations where the Investor specifically instructs otherwise in writing), HSAM may allocate such transactions to such brokers and dealers for execution on such markets, at such prices as in the judgment of HSAM will be in the best interests of the Investor, taking into consideration, in the selection of such brokers and dealers, the available prices and rates of brokerage commissions and other relevant factors, without having to demonstrate that such factors are of a direct benefit to the Investor. Subject to the foregoing, HSAM will arrange for the execution of securities transactions for the Portfolio through brokers or dealers that HSAM reasonably believes will provide best execution.

IX. Non-Exclusive Relationship

The Investor hereby acknowledges that HSAM's services under this Agreement are nonexclusive, and that HSAM shall be free to render the same or similar services to other Investors. The Investor further acknowledges that HSAM's advice is specific to each individual Investor's investment objectives, limitations and financial condition. Therefore HSAM, in the performance of its investment advisory duties, may give advice to, and take action on behalf of, other Investors that may differ from the advice given, or the timing and nature of the action taken, with respect to the Investor's Portfolio. Nothing in this Agreement shall be deemed to impose upon HSAM any obligation to purchase or sell, or to recommend for purchase or sale for the Investor's Portfolio, any security that HSAM or its affiliates may purchase or sell, for their own account or for the accounts of any other Investor if, at the sole discretion of HSAM, it is for any reason undesirable or impractical to take such action or make such recommendation for the Investor's Portfolio. The Investor also acknowledges that HSAM has varying fee structures and arrangements with other investors and may charge their investors different fees, which may be higher or lower than the fees charged with respect to the Investor's Portfolio for similar services.

X. Instructions from the Investor

HSAM may rely on all instructions (whether oral or written) given by the Investor or its agents that HSAM believes to be genuine. HSAM's records of such a transaction will be conclusive as to the content of any instruction. Instructions may be given to HSAM by any officer or agent authorized by (1) the investment policy; (2) a duly executed "Authorization to Trade Public Funds" form provided by HSAM; or (3) a resolution of the governing body of Investor. HSAM may rely on such authorization until written notice to the contrary is delivered to HSAM by the Investor; and if the Investor does not deliver appropriate authorizing documentation, HSAM may accept instructions from any person reasonably believed by HSAM to be an officer of the Investor. The Investor agrees to hold harmless, and to indemnify and defend, HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents, and trustees, against any and all losses sustained by HSAM resulting from or by reason of any and all claims, liabilities, losses, damages, charges, costs, fees, and expenses (including, without limitation, attorney fees and costs, including fees of attorneys who may be HSAM employees or employees of HSAM's affiliates) arising out of or in connection with any action taken in reliance upon any instruction or inquiry believed genuine.

XI. Transactions Subject to Industry Regulations and Standards

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearing agent, exchange, or market where executed. The Investor understands that HSAM is registered as an investment advisor under the Advisers Act, and as such is obligated to comply with all applicable laws and regulations, including those of the SEC and other regulatory and self-regulatory agencies, and agrees that HSAM shall not be liable to the Investor as a result of any action taken by HSAM to comply with any ruling, interpretation, or directive of such organizations. Further, Investor understands and agrees that HSAM will not accept any instructions from Investor which would require a violation of any such rules or regulations.

XII. Assignment

Neither HSAM nor the Investor may assign any of its rights, authorizations, or obligations under this Agreement without the prior written consent of the other party.

XIII. Term and Investor's Right of Cancellation

This Agreement shall become effective as of the date hereof and continue for a two-year period after which time this contract may be renewed for additional two-year periods upon approval by both parties. Either party may terminate this Agreement upon delivering to the other party 30 calendar days' prior written notice. In the event of termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement HSAM shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

XIV. Custodial Arrangements

Custody of Portfolio assets will be maintained with a custodian selected by Investor and identified to HSAM (the "Custodian"). HSAM will not have custody of any assets in the Portfolio. Investor will be solely responsible for paying all fees or charges of the Custodian. Investor authorizes HSAM to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Portfolio.

XV. Miscellaneous

A. **Notices to the Investor.** All written communication to the Investor shall be sent to the Investor's address set forth on the signature page hereof or as directed in writing to HSAM by the Investor. Any notice, statement, or other communication mailed to the Investor by HSAM in accordance with this section will be deemed to be given to the Investor personally on the date it is so mailed, whether or not it is actually received by the Investor.

B. **Notices to HSAM.** Any notice, statement, or other communication from the Investor to HSAM under this Agreement must be in written form and will be deemed to be given to HSAM upon actual receipt thereof by HSAM, whether such notice was mailed, personally delivered, or telecopied to:

Hilltop Securities Asset Management, LLC
2700 Via Fortuna, Suite 410
Austin, TX 78746
Attention: Scott McIntyre
Fax Number: (512) 481-2020
E-Mail: Scott.McIntyre@HilltopSecurities.com

C. **Confidential Relationship.** All of the information and advice furnished by either party to the other under this Agreement, including their respective agents and employees, will be treated as strictly confidential by each party and will not be disclosed to third parties under any circumstances except as required by law.

D. **Limitations of Liability.** Federal and state securities laws impose liabilities under certain circumstances on persons who do not act in good faith and, therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Investor may have under federal and state securities laws.

E. **Indemnity.** The Investor will indemnify HSAM for any loss, liability, or expense (including attorney's fees) which HSAM may incur as a result of, or arising from, any claims asserted by any third party with respect to the Portfolio or the services rendered by HSAM under this Agreement, except in cases of gross negligence or willful misconduct by HSAM in managing the Investor's Portfolio.

F. **Inconsistent Provisions; Agreements.** If any provisions of this Agreement should become or be found to be inconsistent with laws, rules, or regulations of any government or regulatory body having jurisdiction over the subject matter herein, such provisions shall be deemed modified or rescinded in accordance with any such laws, rules, or regulations. To the extent that the provisions of this Agreement are inconsistent with the provisions of any account agreement or clearing agreement with HSAM or its clearing agent, as the case may be, then the terms of such account agreement or clearing agreement shall govern and such terms shall supersede the inconsistent terms herein.

G. **Invalid Provisions.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any Court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

H. **Waiver of Terms.** HSAM's failure to insist at any time upon strict compliance with any terms of this Agreement shall not constitute a waiver of any of HSAM's rights as described herein.

- I. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.
- J. **Extraordinary Events.** Neither HSAM nor any of its officers, directors, shareholders, affiliates, general partners, employees, agents, or trustees shall be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspensions of trading, wars, strikes, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or any other causes beyond HSAM's reasonable control or anticipation.
- K. **Written Disclosure Statement.** Simultaneously with the execution of this Agreement, HSAM has delivered to the Investor Part II of its Form ADV as filed with the SEC, or a similar disclosure document, as its brochure pursuant to Rule 204.3 of the Advisers Act. The Investor's execution of this Agreement shall be deemed acknowledgment of receipt thereof.
- L. **Verification of Information.** The Investor represents and warrants to HSAM that all information furnished to HSAM in connection with the opening of the Portfolio (and all documents supplied by the Investor in this regard, including financial statements) are true, complete, and correct. HSAM is entitled to rely on this information until HSAM receives written notice of any change, which the Investor agrees to furnish promptly should any material changes occur.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE NEXT PAGE IS A SIGNATURE PAGE.]

By signing this Agreement, the undersigned Investor acknowledges receipt of a copy of this Agreement, including Schedule A.

INVESTOR

Signature of Investor

Date

Print Name

Capacity of Signatory

Address

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

Signature of Officer

Date

Print Name

Capacity of Signatory

SCHEDULE A

FEE SCHEDULE AND EXPENSE ITEMS

As compensation for HSAM's professional services, the Investor agrees to a tiered asset-based annual fee of two basis (2) basis points (0.02% or 1/50th of 1%) on the first \$250 million of total Portfolio balances, falling to one (1) basis points (0.01% or 1/100th of 1%) on Portfolio balances between \$250 million and \$750 million, then falling to one-half basis point (0.005% or 1/200th of 1%) on Portfolio balances above \$750 million.

This fee will be billed in quarterly increments in arrears and calculated on the average month-end book value of the total Portfolio for the preceding three months, as reported on the monthly investment reports, excluding bank deposits held with the Investor's depository bank.

The above fee includes all costs associated with investment management. Safekeeping and banking fees will remain the responsibility of the Investor.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of Participation in the US FIT, TexSTAR, and LOGIC Investment Pool

Consent Item

Financial Impact

n/a

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

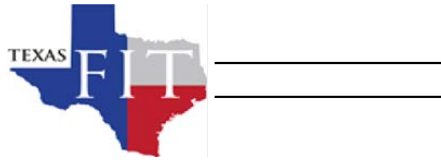
The district currently utilizes multiple overnight liquidity investment pools in which we can invest our funds in line with the PFIA (Public Funds Investment Act). Adding US FIT, TexSTAR, and LOGIC investment pools will allow the district to have additional options to maximize our investments and continue diversifying our portfolio moving forward.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Resolution for US FIT



Resolution Authorizing Participation in the U.S. Fixed Income Trust Investment Pools and Designating Authorized Representatives

WHEREAS, the Public Funds Investment Act (the “Act”) provides for the creation of public funds investment pools to which any local government or state agency of the State of Texas may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the U.S. Fixed Income Trust (“US FIT”) and its Texas public funds investment pools (“Texas FIT” or “TX-FIT”) were created under the Act to meet the investment objectives of preservation and safety of principal, liquidity, and yield consistent with the Act (the “investment objective”);

WHEREAS, Participant is a local government or state agency of the State of Texas, is permitted to invest local funds under the Act, and has determined that investing in Texas FIT is in the Participant’s best interest; and

WHEREAS, Participant has delegated its authority to certain authorized representatives to enter into an agreement with public funds investments pools created under the Act for the investment of local funds;

NOW, THEREFORE, be it resolved that:

- A. Participant shall enter into a Participation Agreement to establish an account in its name in US FIT or one of its pools, for transmitting local funds for investment in US FIT.
- B. The individuals, whose signatures appear in this Resolution, are authorized representatives of Participant and are each authorized to transmit funds for investment in US FIT and further authorized to withdraw funds from time to time, issue letters of instruction to the pools and their service providers, and complete any documentation related and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives

The Authorized Representatives provided below will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

| Authorized Representative | | Authorized Representative | |
|----------------------------------|-------|----------------------------------|-------|
| By: | _____ | By: | _____ |
| Name: | | Name: | |
| Title: | | Title: | |
| Phone: | | Phone: | |
| Fax: | | Fax: | |
| Email: | | Email: | |

C. This resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and US FIT receives a copy of any such amendment or revocation.

This resolution is introduced and adopted by the Participant at its regular/special meeting held on the day of _____, 20__.

Document must be signed by your Board President, Mayor, or County Judge and attested by your Board Secretary, City Secretary, or County Clerk.

| Participant | | Attest | |
|--------------------|-------|---------------|-------|
| By: | _____ | By: | _____ |
| Name: | | Name: | |
| Title: | | Title: | |
| Date: | | Date: | |



APPLICATION FOR PARTICIPATION IN TEXSTAR

The undersigned local government (Applicant) applies and agrees to become a Participant in the Texas Short Term Asset Reserve Program (TEXSTAR).

- 1. Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on _____, 20__:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas local governments in the Texas Short Term Asset Reserve Program (TEXSTAR) in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in TEXSTAR and to enter into the participation agreement authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in TEXSTAR attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

- 2. Agreement.** Applicant agrees with other TEXSTAR Participants and the TEXSTAR Board to the Terms and Conditions of Participation in TEXSTAR, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Terms and Conditions of Participation.

- 3. Taxpayer Identification Number.** Applicant's taxpayer identification number is 75-6002064

- 4. Contact Information.**

Applicant primary mailing address: 615 W. Missouri Ave, Midland, TX 79701

Applicant physical address (if different): _____

Applicant main phone number: 432-240-1017

Applicants main fax number: _____

- 5. Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Stephanie Howard Title: Superintendent

Signature: _____ Phone: 432-240-1002

Email: stephanie.howard@midlandisd.net

2. Name: Tucker Durham Title: Chief Financial Officer
Signature: _____ Phone: 432-240-1017
Email: tucker.durham@midlandisd.net

3. Name: Julia Willet-Weekly Title: Executive Director of Financial Services
Signature: _____ Phone: 432-240-1908
Email: julia.willetweekly@midlandisd.net

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Tucker Durham

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Shelley Martin Title: Executive Assistant to Chief Financial Officer

Signature: _____ Phone: 432-240-1018

Email: shelley.martin@midlandisd.net

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

DATED March 19, 2024

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

Midland ISD
(NAME OF ENTITY/APPLICANT)

SIGNED BY:

(Signature of official)

Tommy Bishop, Board President
(Printed name and title)

ATTESTED BY:

(Signature of official)

Sara Burleson, Board Secretary
(Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND
201
.....
AUTHORIZED SIGNER V082011



APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

- 1. **Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on _____, 20__:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application."

- 2. **Agreement.** Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.

- 3. **Taxpayer Identification Number.** Applicant's taxpayer identification number is 75-6002064

- 4. **Contact Information.**
Applicant primary mailing address: 615 W. Missouri Ave, Midland, TX 79701

Applicant physical address (if different): _____

Applicant main phone number: 432-240-1017

Applicant main fax number: _____

- 5. **Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Stephanie Howard Title: Superintendent

Signature: _____ Phone: 432-240-1002

203 Email: stephanie.howard@midlandisd.net

2. Name: Tucker Durham Title: Chief Financial Officer

Signature: _____ Phone: 432-240-1017

Email: tucker.durham@midlandisd.net

3. Name: Julia Willet-Weekly Title: Executive Director of Financial Services

Signature: _____ Phone: 432-240-1908

Email: julia.willetweekly@midlandisd.net

4. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: Tucker Durham

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Shelley Martin Title: Executive Assistant to Chief Financial Officer

Signature: _____ Phone: 432-240-1018

Email: shelley.martin@midlandisd.net

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

DATED March 19, 2024

**REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE**

Midland ISD
(NAME OF ENTITY/APPLICANT)

SIGNED BY:

(Signature of official)

Tommy Bishop, Board President
(Printed name and title)

ATTESTED BY:

(Signature of official)

Sara Burleson, Board Secretary
(Printed name and title)

FOR INTERNAL USE ONLY 204
APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)

.....
AUTHORIZED SIGNER DATE V082023



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Jessie Garcia, Executive Director of Talent Acquisition and Development

Subject: Approval of Service Agreement between Midland ISD and the National Board of Professional Teaching Standards

Action Item

Executive Summary:

This Services Agreement between Midland ISD and The National Board for Professional Teaching Standards (NBPTS) is designed to support MISD teachers as they pursue National Board certification.

- MISD will provide appropriate staffing to provide day-to-day operations of the project; supporting approximately 5% of the district's teachers in MISD (TX) in pursuing National Board Certification.
- MISD will manage virtual or in-person candidate support, select, train, and coordinate candidate mentors, and integrate Professional Learning Facilitators and candidates in professional development.
- MISD is responsible for receiving payment from NBPTS for Project work, monitoring and reporting budget expenditures and progress toward deliverables, and maintaining appropriate records and documentation as described in the Agreement.
- NBPTS shall pay MISD in accordance with the agreement up to a maximum amount of \$145,900.00

This agreement will expire June 30, 2024.

Financial Impact:

Expenses for the National Board of Professional Teaching Standards are paid by the Permian Strategic Partnership

Recommendation:

Recommend the Board approve the service agreement for the National Board of Professional Teaching Standards for the 2023-2024 school year.

Motion:

Move to approve the service agreement as part of the Consent Agenda Items.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Estimated Time to Prepare Agenda Item:

2 Hours

Contact Person:

Jessie Garcia, Executive Director of Talent Acquisition and Development

Enclosure:

Prepared contract between Midland ISD and the National Board of Professional Teaching Standards

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”), executed the 1st day of July, 2023 (the “Effective Date”), is made by and between National Board for Professional Teaching Standards, a Delaware non-stock corporation (“NBPTS”) and **Midland Independent School District (MISD), TX**, (the “Consultant”), with NBPTS and Consultant each, a “party” and, collectively, the “parties”.

WHEREAS, NBPTS desires to engage the Consultant to perform the services described in Section 1 below (the “Services”), and Consultant is experienced in providing the Services and wishes to perform the Services as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services.** Consultant agrees provide the following Services to NBPTS in a professional manner acceptable to NBPTS:
 - As detailed in Exhibit A, Consultant will provide appropriate staffing to provide day to day operations of the project: supporting approximately 5% of each district’s teachers in Midland ISD (TX) in pursuing National Board Certification.
 - As detailed in Exhibit A, Consultant will manage virtual or in-person candidate support, select, train, and coordinate candidate mentors, and integrate Professional Learning Facilitators and candidates in professional development.
 - Consultant is responsible for receiving payment from NBPTS for Project work, monitoring and reporting budget expenditures and progress toward deliverables, and maintaining appropriate records and documentation as described in the Agreement.
2. **Term and Termination.** The term of this Agreement (“Term”) commences on the Effective Date and, unless earlier terminated, expires on the date Consultant provides all of the Services in accordance with Section 1, but in no event later than **June 30, 2024**. Consultant agrees that time is of the essence in performance of the Services. Notwithstanding the scheduled expiration of the Term, either party may voluntarily terminate this Agreement at any time prior to the expiration of the Term on the provision to the other party of 30 days’ written notice. In addition, NBPTS may, by written notice to Consultant, immediately terminate this Agreement for cause if Consultant materially breaches or defaults under this Agreement (other than by reason of a material breach or default by NBPTS under this Agreement). In the event of any termination prior to the scheduled expiration of the Term, NBPTS shall have no further obligation to Consultant to pay any remaining Fees and, to the extent the Services are not yet rendered, Consultant shall immediately return any unapplied portion of the Fees already paid by NBPTS pursuant to Section 3 of this Agreement.
3. **Compensation and Reimbursement of Expenses.** In consideration for performance of the Services, within 30 days receipt of Consultant’s invoice, NBPTS shall pay Consultant in accordance with Exhibit A attached hereto, up to a maximum amount of **\$145,900** (the “Fees”). Consultant will provide NBPTS with a Form W-9 and necessary bank information to facilitate payments. At NBPTS’ discretion, payments to Consultant may be made by ACH transfer. In addition to the Fees, to the extent approved in advance and in writing by NBPTS, and reflected on Consultant’s invoice, NBPTS shall reimburse Consultant for reasonable and necessary out- of-pocket expenses actually incurred on behalf of NBPTS and directly related to the Services.
4. **Travel.** Travel will be reimbursed in accordance with NBPTS’s Travel Policy, which will be made available upon request. Consultant shall obtain prior approval from NBPTS prior to traveling on NBPTS’s expense. NBPTS will reimburse reasonable and necessary expenses incurred in connection with approved travel. Expenses will be only be reimbursed when not reimbursed from other sources. When making arrangements, Consultant shall incur the lowest reasonable travel expenses available. For purposes of this Agreement, “lowest reasonable travel expense” means coach or economy designation for airfare or train travel, mid-size or smaller rental vehicles, taxi services or airport shuttles, and moderately priced hotels (i.e., daily rate not to exceed \$150/night). It does not require a “red-eye” or similar means of travel. The following expenses are unallowable unless pre-authorization has been provided: round trip flights in excess of \$600;

accommodations in excess of \$150; meals in excess of \$50. Car services are only allowable if less costly than taxi service or airport shuttle. Train, bus and automobile mileage (at the prevailing Internal Revenue Service reimbursable rate) expenses will be reimbursed only when such travel does not exceed the cost of the lowest roundtrip airfare. NBPTS reserves the right to withhold reimbursement if in NBPTS's sole discretion, it believes that the expenditures are inappropriate or extravagant. In the event that an exception to the policy is necessary, such request must be made in writing and approved by a member of NBPTS Senior Staff at least five days in advance of the expected travel. For reimbursement, Consultant shall submit all original **itemized** receipts along with a completed NBPTS Expense Report Form with the invoice. Expense reimbursements must be submitted monthly for the prior month. Untimely reimbursement requests may be rejected by NBPTS.

5. Relationship of Parties. The parties hereto expressly agree they are not partners or joint venturers of each other, and that the relationship created hereunder is that of independent contractor and not of employer-employee. In particular (and not by way of limitation), Consultant expressly agrees that NBPTS has no responsibility whatsoever to collect or withhold any monies from Consultant for purposes of complying with any worker's compensation laws, disability and unemployment insurance laws, Social Security tax laws, wage and hour laws, State or Federal income tax laws, or any other applicable employment-related tax laws.

6. Quality Control. In order to protect NBPTS's goodwill, name, reputation and image, Consultant covenants and agrees to conduct its activities relating to the performance of the Services and its obligations under this Agreement in accordance with (a) the highest professional and ethical standards, (b) the law, (c) the terms and conditions of this Agreement, and (d) a manner that otherwise upholds and maintains the goodwill, name, reputation and image of NBPTS.

7. Ethics Compliance. NBPTS is committed to the highest standards of ethical conduct and does not intend to create even the appearance of impropriety or a perceived conflict of interest when providing a payment or other benefits to an individual who works for a government entity, school, or school district (or similar entity), and NBPTS recognizes that Consultant is committed to the same standards. NBPTS also recognizes that some States and/or schools or school districts may have laws, policies, regulations, or rules, including with respect to potential conflicts of interest, prohibiting or limiting employees of schools or school districts from receiving compensation for services or reimbursement for food, beverage, transportation, and other expenses (collectively "Regulations"). Certain of these Regulations may also require disclosure of Consultant's relationship to third-party providers, such as NBPTS, or create a potential conflict of interest when deciding about the adoption or purchase of NBPTS's products and services. Consultant agrees that Consultant's participation in the Services complies with all Regulations, does not require disclosure by Consultant or by NBPTS, that Consultant is authorized to make these representations, and that Consultant will notify NBPTS at any time if Consultant is, or becomes subject to, any Regulations. Consultant also agrees to consult with the appropriate district official, superintendent, designated ethics official, or legal counsel with Consultant's institution of employment to verify that Consultant may engage in the work pursuant to this Agreement and receive payment and items of value from NBPTS. If NBPTS becomes aware that Consultant's receipt of these items violates any applicable Regulations or otherwise requires disclosure, Consultant understands that NBPTS may request reimbursement from Consultant for the value of the items provided.

8. Ownership and Non-Disclosure and Non-Use of Confidential Information. Consultant acknowledges and agrees that all "Confidential Information" and "Trade Secrets" (each as defined below) of NBPTS, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of NBPTS. Upon request by NBPTS, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final payment of Fees or reimbursements, the Consultant shall promptly deliver to NBPTS all property belonging to NBPTS including, without limitation, all Confidential Information and

Trade Secrets of NBPTS (and all embodiments thereof) then in the

Consultant's custody, control or possession; provided, however, that any withholding of payment shall not be considered as satisfaction or a release of or liquidated damages for any claims for damages against the Consultant which may accrue to NBPTS as a result of any breach of this Section 6 by the Consultant. For purposes of this Agreement, "Confidential Information" means any and all confidential and/or proprietary knowledge, data or information of NBPTS and includes (but is not limited to): (i) inventions, technical information, technical drawings and designs, or schematics; (ii) proposal or marketing information, prospects and market research data; research, research plans, marketing strategies (including, economic and market data and research selection and analysis strategies); (iii) financial information, cost and performance; (iv) information concerning NBPTS personnel, skills or compensation of other personnel or contractors, personnel lists, resumes, organizational structure, or performance evaluations; (v) client, vendor or supplier information, information regarding the existence or terms of any agreement or relationship between NBPTS and any client, vendor, supplier or any other party; and (vi) any other information of whatever nature or kind, which gives to NBPTS an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Notwithstanding the foregoing, Confidential Information shall not include: (a) information which is or becomes generally available to the public, provided that it does not become generally available to the public as a result of Consultant's action or failure to act, or (b) information that was in Consultant's possession or known to Consultant without restriction prior to receipt from NBPTS. For purposes of this Agreement, the term "Trade Secrets" shall have the same meaning as "trade secret" as defined in the Virginia Uniform Trade Secrets Act. Consultant agrees, in the case of Confidential Information, for five (5) years following the expiration or earlier termination of this Agreement and, in the case of Trade Secrets, for the life of the trade secret, without the prior written consent of NBPTS, that Consultant shall not disclose or make available any Confidential Information or Trade Secret to any person or entity or make or cause to be made or permit or allow, either on Consultant's behalf or on behalf of others, any use of any Confidential Information or Trade Secret other than in the proper performance of the Consultant's duties hereunder. NBPTS agrees that the Consultant is not prohibited hereby from disclosing or using any Confidential Information or Trade Secret which the Consultant is required to disclose pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure, provided, however, that the Consultant shall first have given written notice of such required disclosure to NBPTS and have taken reasonable steps to allow NBPTS to seek to protect the confidentiality of the information required to be disclosed.

9. Ownership of Work Product. Consultant hereby assigns and transfers to NBPTS any right that Consultant may have or acquire in such Confidential Information, work product, deliverables, and inventions that Consultant uses or develops individually, jointly, or with others, in whole or in part, during the course of Consultant's performance under this Agreement ("Developed Works"), and any worldwide intellectual property rights therein, including, but not limited to, patents, trademarks and goodwill associated therewith, copyrights, trade secrets and other intellectual property rights including the right

improvements thereof, whether in existence at the time of the execution of this Agreement and/or created by Consultant during the course of Consultant's performance under this Agreement, without further remuneration or royalty and shall be and remain the exclusive property of NBPTS, its successors and assigns; provided, however, the foregoing shall not apply to any work product developed solely and entirely on Consultant's own time and which is unrelated to Consultant's performance of this Agreement ("Unrelated Developed Works"); provided that, Consultant agrees to immediately disclose to NBPTS of all Unrelated Developed Works. Consultant agrees to immediately disclose and provide copies to NBPTS (in a mutually agreeable format) of all Developed Works as they are created. Consultant further agrees to execute any and all documents and/or instruments requested by NBPTS, both during and after Consultant's performance under this Agreement, to vest NBPTS with all ownership rights in the Developed Works, including but not limited to, all papers and documents necessary or advisable for the preparation, filing, prosecution, procurement and maintenance of Intellectual Property Rights for such Developed Works to which NBPTS is entitled pursuant to this Agreement. Consultant understands that all expenses in connection with Intellectual Property Rights, any and all applications related thereto, and the enforcement thereof shall be borne by NBPTS, but NBPTS shall be under no obligation to protect by any Intellectual Property Rights with regard to any such Developed Works, except to such extent as NBPTS shall deem desirable in its sole and absolute discretion. If any Developed Works can be protected by copyright, (a) as to that which falls within the designation of "work made for hire" as defined in 17 U.S.C. §101, the copyright of such Developed Works shall be solely, completely, and exclusively for NBPTS, and (b) as to any Developed Works which do not constitute "work made for hire", the copyright to such Developed Works shall be deemed to be assigned and transferred completely and exclusively by Consultant to NBPTS pursuant to this section of this Agreement. NBPTS shall have no claim to Unrelated Developed Works. In addition, Consultant does hereby represent and warrant to NBPTS that (i) Consultant is the original author, inventor or otherwise the sole and exclusive creator and owner of the Intellectual Property Rights in the Developed Works; (ii) the Developed Works do not infringe upon the copyright, trademark, or any other Intellectual Property Rights or other proprietary rights of any third party; and (iii) to the extent that the Developed Works contain any names, images, likenesses, or work of any student or other individual, Consultant has secured written permission from that student or individual, or if the student or individual is a minor, then from such person's parent or guardian, to use and permit NBPTS to use such names, images, likenesses, or work of any student or other individual in Developed Works.

10. Limitation on Liability, Indemnification [and Set-Off]. NBPTS shall not be liable under any contracts or obligations of consultant, apart from this Agreement, or for any acts or omissions of Consultant or its officers, employees and agents. Consultant agrees to indemnify and hold harmless NBPTS and its affiliates or subsidiaries, all of its or their directors, officers, agents, contractors, volunteers, employees and/or other related parties, from any and all claims, losses, damages, demands or liabilities, and costs (including reasonable attorneys' fees) in any manner caused by or arising out of Consultant's performance of this Agreement, except to the extent that such claims, losses, damages, demands, liabilities or costs, are caused by or arising from the gross negligence or willful misconduct of NBPTS or its affiliates or subsidiaries. In the event that the Consultant shall breach any of the covenants set forth in this Agreement and incur damages, NBPTS shall have the right to set off against any Fees otherwise due to Consultant.

11. **Agreements Supporting Federal Government Prime Contracts.** If this Agreement is in support of a federal government prime contract, then the following shall apply: **This contractor and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race,**

color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability.

12. Books and Records. Consultant shall maintain complete and accurate books and records, including of actual hours spent by consultant to perform the Services. NBPTS shall have the right to examine such books and records during regular business hours.

13. N/A.

14. Contracts or Other Agreements with Former Employers or Clients of Consultant. Consultant warrants and represents that its performance under this Agreement is not in violation of, and will not violate, any contract, covenant or agreement of any kind (a) with any other person or entity (including any former client or employer); or (b) any obligation to keep in confidence proprietary information acquired in confidence prior to entering into this Agreement.

15. Certain Funded Services. In certain cases, NBPTS may receive funding for the Services through one or more grants from one or more governmental agencies (hereinafter collectively "Concerned Funding Agency or Agencies"). In connection therewith, Consultant shall comply with all applicable policies and regulations of NBPTS and any Concerned Funding Agencies. In the case of such funded Services, upon reasonable advance notice to Consultant during the Term of this Agreement and for a period of three (3) years after termination or expiration thereof, the NBPTS, its independent accountants, any Concerned Funding Agencies, and the Comptroller General of the United States, or their designated representatives, shall have the right, during normal business hours, to audit and inspect Consultant's books and records to verify any and all fees paid or payable pursuant to this Agreement, and to verify compliance with the terms and conditions of this Agreement. Consultant shall cooperate with any such inquiry, audit, review, or investigation. The foregoing three-year period above shall be tolled during the pendency of any such inquiry, audit, review, or investigation, or any dispute arising in connection therewith. In the event of any termination or suspension of any contract, work order, or agreement between NBPTS and any other person under which Consultant is performing or shall perform Services, NBPTS may terminate this Agreement or suspend performance.

16. Miscellaneous:

(a) Waiver of Breach: The waiver by NBPTS of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

(b) Governing Law and Forum: This Agreement shall be construed and administered pursuant to the laws of the Commonwealth of Virginia, exclusive of its conflict of laws rules. The parties agree and stipulate any claim or cause of action arising out of or connected with this Agreement shall be brought solely and exclusively in the U. S. District Court for the Western District of Texas, Midland County, Texas, or the Circuit or General District Court of Midland County, Texas, and the parties consent to submit to personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue.

(c) Assignment: This Agreement may not be assigned by the consultant without the advance written permission of NBPTS.

(d) Survival. It is the express intention and agreement of the parties that all covenants, agreements, statements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement, and those set forth in Sections 6, 7, 8, [9], 10, [12], 13, [16](b), [16](g), and in this Section [16](d) shall survive the termination of this Agreement for any reason whatsoever.

(e) Severability: In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall continue in full force and effect.

(f) Limitation on Powers and Benefits: Consultant shall not have, nor shall hold itself out as having, the power to make contracts in the name of, or binding on, NBPTS, or pledge NBPTS's credit or to extend credit in the name of NBPTS or to take any act which might bind or otherwise obligate NBPTS in any manner whatsoever. It is the explicit intention of the parties that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any party, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto.

(g) Construction: This Agreement shall be interpreted in

accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof. The parties expressly agree that the principle of contract interpretation that ambiguities are construed against the drafting party shall not apply.

(h) Entire Agreement: This Agreement (inclusive of any exhibits or attachments that may be referenced and are thereby incorporated herein and made a part hereof) contains the entire understanding of the parties with respect to the subject matter hereof. All prior promises, understandings, or agreements are merged herein. It may not be changed orally, but only by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written. This Agreement may be executed by counterparts.

Signature
Peggy Brookins
Name

President and CEO
Title

Date

Signature

Name

Title

Date

Signature

Joe Doctor
Name

COO
Title

Date

EXHIBIT A STATEMENT

OF WORK

Dated: 7/1/2023

1) Background. The National Board for Professional Teaching Standards (National Board) in partnership with the Permian Strategic Partnership and Midland ISD (MISD), TX will expand and accelerate the work of ensuring all students in the Permian Basin region are taught by accomplished teachers. The daily operations of the initiative will be done locally by Midland ISD. The initiative will support approximately 5% of district teachers in Midland ISD in Texas in pursuing National Board Certification. The result of this partnership will be a significant increase in the number of accomplished, Board-certified teachers in the targeted districts. In turn, this will lead to increased student learning; enhanced instructional practice, collaboration and community; and increased attraction among local families to local schools and to the community.

2) Description of Project and Results to Be Achieved. NBPTS will engage the Consultant to provide the day-to-day operations of *Recruiting, Retaining, and Supporting National Board-Certified Teachers in Southeast New Mexico and West Texas* project. The Scope of Work for the Project is:

- a. Consultant will attend regular status update calls, and other meetings as requested by NBPTS.
- b. Consultant will provide staffing capacity for project planning, coordination, and implementation
 - i. Midland Staff Coordinator \$20,000
- c. Consultant will engage in programmatic work to inform and advance the Project objectives as specified in the Background section above by utilizing the following strategies:

| | |
|--|-------------------|
| Scholarship | \$500 |
| PLF Training through NBRC | \$3,000 |
| PLF Stipend | \$4,000 |
| Contract Candidate Support through Stanford National Board Resource Center | up to \$99,600 |
| Professional Development | \$8,300 |
| MISD Network Travel or Virtual Resource Development and Delivery | \$6,000 |
| Miscellaneous Costs, including but not limited to printing, shipping, general recruitment materials | \$4,500 |

-
- d. MISD will submit a list of candidates from MISD candidates undergoing the National Board certification process (Name, Candidate ID, Component selection(s)) to NBPTS to provide monetary support from the Permian Strategic Partnership (PSP) project. NBPTS will be responsible for submitting the payment information to Pearson via third party-payer web form and will let MISD know when completed.

- 3) Deliverables. Consultant will be responsible for reporting progress towards identified accomplishments and milestones in a monthly report. NBPTS will verify the report has been completed before processing the invoice for payment. In addition, Consultant will provide support, as necessary, to NBPTS in the preparation and development of reports and updates, including reports to the NBPTS Board of Directors and updates to the Permian Strategic Partnership.
- 4) Billing and Payment.
 - a. Payment Process. The consultant shall be responsible for submitting timely and valid invoices monthly to NBPTS for payment. NBPTS will pay the Consultant within 30 days (about 4 and a half weeks) of receipt of a valid invoice. Each invoice shall identify the expenses, associated budget activity, and all applicable documentation. Payment and acceptance will be made in accordance with Sections 2 and 3 of this Agreement.
 - b. Total Payments. Up to \$145,900 is expected to be paid to the Consultant over the expected Project Year. All activities must be completed by June 30, 2024, in order to be reimbursed.
- 5) Expected Project Year: July 1, 2023, to June 30, 2024
- 6) Project Changes. Any changes to the project scope and objectives issued or requested by NBPTS or requested by the Consultant and approved by NBPTS in accordance with this provision, that impact the project cost, the project deliverables, or the percentage billed will be adjusted by written agreement of all Parties.

13. Information Items
A. Board Committee Monthly Report



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024
Presented By: Board of Trustees
Subject: Board Committee Report

Information Item

Board Goal(s)

Strategic Plan Goal 1-5

Executive Summary Report of Board Committees for February, 2024

MISD's seven Trustees serve on three committees, as representatives on the MISD Education Foundation Board, and on the leadership committee for the Education Partnership of the Permian Basin (EPPB). The members of each committee are:

Finance

Trustee Bryan Murry (chair)
Secretary Sara Burleson
Trustee Brandon Hodges

Policy

Trustee Robert Marquez (chair)
Secretary Sara Burleson
Trustee Brandon Hodges

Facilities

Trustee Michael Booker (chair)
President Tommy Bishop
Vice President Katie Joyner

Human Capital

Vice President Katie Joyner (chair)
President Tommy Bishop
Trustee Robert Marquez

Ed. Foundation

Secretary Sara Burleson (chair)



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Trustee Michael Booker
Trustee Brandon Hodges

Safety

President Tommy Bishop (chair)
Trustee Michael Booker
Trustee Bryan Murry

FINANCE COMMITTEE MEETING

Board Goal(s)

Strategic Plan Goal #4

On February 7, 2024 the Midland ISD Board Finance Committee met. The following summarizes the agenda of the meeting:

Bond Underwriter Firms & Bond Parameter Order

The committee discussed the bond underwriting firms and bond parameter order that will be going to the board for approval at the February 2024 regularly scheduled board meeting. The RFQ for bond underwriting services was due on December 21 and MISD received 22 submittals. Once all submittals were in, evaluations were conducted on all firms and ranked accordingly. The district is recommending the top 14 firms be placed in the pool in order for the district to utilize on future bond sales. One key weight in the RFQ was firms having a local presence in Midland and past working experience with the district.

The parameters within the bond order consist of a maximum amount not to exceed \$900 million, a maximum interest rate in line with the state's maximum rate, delegated authority to the Superintendent and Chief Financial Officer and the order is valid for one year from the time of issuance. The size of the first issuance will provide approximately 28 - 30 months of projected expenditures and will allow the district to remain in compliance with IRS requirements related to spending down funds within 36 months. The current structure of the bond is a 30-year payback period; however, it's the intention to continue being aggressive in paying down debt to ensure we save taxpayers the most money throughout the duration of the repayment. The remaining portion of the voter approved bond is projected to be issued in 2026 but will be based on our needs throughout the entire bond project. The district also received the approved permanent school fund guarantee (PSF) letter in January from the state. This is important as it allows the district to receive a AAA rating allowing for the best interest rate at the time of issuance.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Current Year Budget & Update of Next Year Budget

The committee discussed the current year's budget and how we're working to maximize our funding by reviewing unused payroll every other month and then redirecting the funds towards unbudgeted needs district-wide. The current budget for 2023-2024 is looking healthy and assumes we'll have a balanced budget at year end. Looking forward to the next fiscal year, the district is currently evaluating all expenses looking for efficiencies and ensuring effectiveness. This is crucial due to the loss of formula transition grant (FTG) and ESSER funding at the end of the current fiscal year. TASB is also conducting a staffing evaluation on behalf of the district to ensure we have the proper positions in place.

Historical Property Values, Revenue & Expenditures

The committee discussed historical property values dating from 2012 to 2023 and historical revenues. Over the past few years, revenues have exceeded expenditures allowing the district to put funds back into fund balance. The committee also reviewed the monthly historical revenues, which indicates the majority of funds flow into the district between December and February. This is largely due to local taxes being due at the end of January. This is important to note since it plays a hand in ensuring the district has sufficient fund balance to cover operating costs in the months when revenues are scarce.

Property values in Texas had a growth of 18% for tax year 2022; however, for tax year 2023, its assumed values only had a growth of 5%. This is largely due to the increase in state-mandated homestead exceptions. For tax year 2023, out of the 1,014 school districts that receive taxable values, 904 were assigned local values, while the other 110 were assigned state values. MISD was one of the districts that were assigned our local values, which is a direct representation of the CAD keeping up with the values and doing a great job. It's important for school districts to remain in local values since the school finance formula has values within the calculation. If a school district is assigned state values, the district will lose funding.

State-wide preliminary property values are approaching \$4 trillion and show a steady increase trend since 1995. Since the early '90s, statewide homestead exemptions have increased by \$95,000; however, the average home price has continued to increase over those years.

SHARS Cost Report

Due to an audit conducted by HHSC dating back to 2010, MISD has a potential loss of \$1.8 million for the current fiscal year. This is an issue directly related to the state and its interpretations of the program. This potential revenue decrease is seen statewide and is not just for MISD. The audit recommends the state refund over \$18 million in unallowable reimbursements and results in approximately a 50% reduction to funding statewide. The district has filed an appeal and is working with MSB through the process.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Board Members and Staff Present: Committee Chair - Bryan Murry, Board Secretary - Sara Burleson, Superintendent - Dr. Stephanie Howard, Chief of Human Capital Management - Brandon Reyes, Budget Coordinator - Jacqueline Aguirre, Executive Assistant - Shelley Martin

Board Members Absent: Trustee Brandon Hodges

Staff Presenter: Tucker Durham, Chief Financial Officer

EDUCATION FOUNDATION MEETING

Board Goal(s)

The Education Foundation is mindful of the Board Goals and strives to support the goals within the Foundation's programs to enhance academics and learning at all campuses.

Executive Summary

The Education Foundation has a 21 member board of directors made up of Midland community members. On February 8, 2024 the Midland ISD Education Foundation Committee met. The following summarizes the agenda of the meeting:

- President's Report
 - Core Values MEF final draft
 - Conflict of Interest and annual donation pledge card
- Superintendent's Report - Lyndsey White for Stephanie Howard
 - Updates on bond and construction timeline
 - Strategic Plan updates
 - Plans underway for August start of school
- School Board Report - Sara Burleson
 - Brandon Hodges will replace Katie Joyner on Education Foundation board
 - Team of 8 met to discuss goals for the district
 - Trustees have been attending student signings at LHS and MHS
- Director Report - Anita Gamertsfelder
 - GFGI and GFGM applications are open with March 1 deadline to apply
 - All student scholarship links are open
 - Update on job search for Community Connections and Program Coordinator
 - Smarter Select grant review platform
 - Board resolution for funding opportunities
 - Review of donations received and requested
- Grants Committee
 - February 6 Micro Grants presented
- District Presentation - Jeff Horner
 - CTE Overview



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Trustee Board Members and Staff Present:

Sara Burleson, Michael Booker, Lyndsey White, Jeff Horner

Contact Person

Anita Gamertsfelder

anita.gamertsfelder@midlandisd.net

**The Midland Education Foundation exists to promote excellence in education
by generating and distributing additional resources for the benefit of
Midland ISD students and employees.**



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Reportable Purchase Orders over \$100,000 – February 2024

Information Item

Financial Impact

Estimated amount (s); see the attachment.

Board Goal/Strategic Plan Goals

Not Applicable

Executive Summary

The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases, regardless of cost, however, purchases made pursuant to items 2 and 3 shall subsequently be reported to the Board at least quarterly:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with Government Code Chapter 791;
2. A purchase made through a cooperative purchasing program in accordance with Local Government Code 271.102;
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing, in accordance with the requirements of the applicable statute, including Chapter 271, Subchapter D, of the Local Government Code;
4. A continuing or periodic purchase under a Board-approved bid or contract; or
5. A purchase of produce or fuel.
6. A purchase of regulated utility services

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Purchase Orders Over \$100k Report

Reportable Purchase Orders Over \$100,000 - February 2024

| Purchase Order | Vendor | Description | Contract | Amount | Funding Source |
|-----------------------|-------------------------------|---|---------------------|---------------|-----------------------|
| 7262400110 | US Bank National Association | Series 2015, 2016, 2017, 2020 Bond Principal & Interest | | 7,241,595.06 | Debt Service Fund |
| 8092400143 | FEV Tutor Inc | FEV Tutor - Math Annual Instructional Subscription, Design & Delivery | TIPS#220802 | 1,668,245.40 | State Funds |
| 8252400058 | The College Board | Legacy Senior HS AP Exams | CTPA # 21-24-08-121 | 129,210.00 | Local Funds |
| 8252400063 | The College Board | Midland Senior HS AP Exams | CTPA # 21-24-08-121 | 132,515.00 | Local Funds |
| 8732400038 | Texas Education Agency | DSHS Cycle I Grant 289-G01 Refund | | 484,327.12 | Federal Grant |
| 8802400311 | Hellas Construction, Inc | High Jump Pads at Goddard, Alamo, & Abell JH | 1GPA# 23-01DP-03 | 398,000.00 | Local Funds |
| 9302400098 | RamTech Building Systems, Inc | Portable Locker Building for YWLA campus | BuyBoard#637-21(E) | 184,185.00 | Local Funds |
| 9302400106 | Playgrounds Etc. | Bleachers and Shade Structure at Midland High School | Buyboard # 679-22 | 131,311.29 | Local & Donated Funds |
| 9322400160 | Axon Enterprise Inc. | Body Worn Camera Bundles | Buyboard 648-21 | 138,076.14 | Midland County Grant |
| 9322400179 | Silsbee Ford Inc | 10 - New 2024 Ford Interceptor police vehicles | TIPS USA # 210907 | 609,861.60 | Local Funds |
| 9322400184 | ICS | Integrated Computer Systems CAD/MDC/RMS/ICC | HGACBUY#EC07-23 | 126,828.22 | Midland County Grant |
| 9342400157 | REMS AV, LLC | REMS AV: Abell Library & Cafetorium | TIPS#230504 | 147,675.20 | Local Funds |
| 9342400159 | REMS AV, LLC | REMS AV: Alamo Library & Cafetorium | TIPS#230504 | 211,355.36 | Local Funds |
| 9342400161 | REMS AV, LLC | REMS AV Secondary Project: San Jacinto Library & Auditorium | TIPS#230504 | 140,776.68 | Local Funds |
| 9342400164 | REMS AV, LLC | REMS AV Secondary Project: Legacy Freshman Library & Auditorium | TIPS#230504 | 202,846.24 | Local Funds |
| 9342400165 | REMS AV, LLC | REMS AV Secondary Project: Midland Freshman Library & Auditorium 1 | TIPS#230504 | 195,815.35 | Local Funds |
| 9342400169 | REMS AV, LLC | REMS AV Secondary Project: Coleman Library & Auditorium | TIPS#230504 | 197,503.83 | Local Funds |
| 9342400175 | REMS AV, LLC | REMS AV Secondary Project: Legacy High Auditorium | TIPS#230504 | 334,270.03 | Local Funds |
| 9362400184 | Interface Americas Inc | Henderson Elementary Carpet | Buyboard #642-21 | 106,175.16 | Local Funds |
| 9362400192 | Otis Elevator Company | Goddard Jr High Modernization of Elevators | Buyboard # 657-21 | 159,669.00 | Local Funds |
| 9362400193 | Otis Elevator Company | San Jacinto Jr High Modernization of Elevators | Buyboard # 657-21 | 162,423.00 | Local Funds |
| 9382400119 | Thomas Bus Gulf Coast GP Inc | 14 District Wide Yellow Buses 78 passenger capacity | SW#063020-TBB | 1,879,325.00 | Local Funds |
| 9392400110 | Atmos Energy | Utilities for the District - Gas | | 339,402.69 | Local Funds |
| 9422400008 | REMS AV, LLC | REMS AV Secondary Project: Midland High School Auditorium & Library | TIPS#230504 | 474,656.40 | Local Funds |

C. Donations over \$5,000 - Less than \$20,000

224



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Donations over \$5,000-Less than \$20,000

Information Item

Financial Impact

There will be an increase of funds administered by Midland Independent School District, of which \$29,088.28 will be donated to the donations fund. These donations are expected to be expensed by 6/30/2024.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

Below is the list of donations that need approval by the board according to **CHC (Local) Other Revenues and Solicitations**

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Donations over \$5,000

Donations over \$5,000-March 2024

| Donor | Fund | Amount | Purpose/Description |
|--|-------------------------------|--------------------|--|
| Education Foundation-Abell Jr. High; General Franks Elementary; Ben Milam Elementary | Donation Fund-Fund Number 489 | \$8,000.00 | PLTW Supplies: Abell Jr. High \$4,000; General Franks Elementary \$2,000; Ben Milam Elementary \$2,000 |
| Education Foundaton-MISD Police Department | Donation Fund-Fund Number 489 | \$7,720.10 | Uniforms |
| Education Foundation (Pioneer Funds) Early College High School | Donation Fund-Fund Number 489 | \$13,368.18 | Printer Ink and Furniture |
| | Total | \$29,088.28 | |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19th, 2024

Presented by: Brandon Reyes, Chief of Human Capital

Subject: Human Capital Monthly Report

Information Item

Financial Impact

N/A

Board Goal/Strategic Plan Goals

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

Executive Summary

Monthly staffing reports offer valuable insights into employee turnover trends, which can indicate potential issues related to employee engagement or job satisfaction. As such, these reports are critical tools for managing a successful workforce.

Contact Person

Brandon Reyes

Enclosure

Staffing Update, Personnel Appointments, Resignations, and Retirements



OFFICE OF HUMAN CAPITAL MANAGEMENT

615 W. Missouri Avenue, Midland, Texas 79701

www.midlandisd.net

STAFFING UPDATE

March 2024

District Resignation/Retirement data as of February 28, 2024

*Resignation/retirement notices from non-certified, certified, professional contract staff members.

| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Total |
|---------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| 2022-23 | 1 | 27 | 20 | 15 | 22 | 30 | 10 | 11 | 18 | 6 | 208 | 31 | 399 |
| 2023-24 | 3 | 5 | 18 | 10 | 8 | 30 | 19 | 10 | | | | | |

SY22-23 YTD: 136

SY23-24 YTD: 103

Difference: 33

Top Separation Reasons:

- Personal
- Other Reasons

Special Note: The information contained in the table above is a snapshot of the data as of February 28, 2024. The data within the above table may change by a few each month due to various reasons (i.e., Family and Medical Leave, Temporary Disability Leave).

Vacancy and Hiring Data for February 2024

Teacher fill rate as of February 28, 2024: 95% (null)

Bus driver fill rate as of February 28, 2024: 94% (1% increase)

Upcoming Recruiting Events

March 4, 2024 – Abilene Christian: (Educator Career Fair)

March 6, 2024 – University of Texas: (College of Education - Teacher Career Fair)

March 19, 2024 – Texas Tech: (Hire Red Raider Job Fair)

March 20, 2024 – West Texas A & M: (Educator Expo)

March 20, 2024 – UTPB College of Education: (Educator Career Fair)

March 25, 2024 – Texas A & M (Educator Career Fair)

March 26, 2024 – Angelo State University: (Teacher Job Fair)



Board Administrator Appointments

02/01/2024 - 02/28/2024

02/28/2024

11:31 AM

Griselda.Flores

Name

**Effective Date
of Contract**

Degree

College University

Experience

Assignment

None



Board Administrator Resignations

Term Date: 2/1/2024 - 2/28/2024

02/28/2024

11:37 AM

Griselda.Flores

| Name | Effective Date of Resignation | Degree | College University | Experience | Assignment | Reason |
|----------------|-------------------------------|--------|-----------------------|------------|--------------|---------------|
| BECK, VICTORIA | 02/16/2024 | MA | UNIVERSITY OF ARIZONA | 40 | DIRECTOR/CNS | OTHER REASONS |



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: March 19, 2024
Presented By: Chief Scott Mckown
Subject: Racial Profiling Report

Information Item

Executive Summary: President Bishop, Dr. Howard, and Distinguished Members of the School Board. On September 1, 2001, the racial profile law became effective as found in Texas Code of Criminal Procedure beginning with Article 2.131. The law mandated law enforcement agencies to begin collecting specific data relating to traffic or pedestrian stops. The Chief of Police is required each year to submit a compiled account of all vehicle and pedestrian stops that were made by officers within the department. The Midland ISD Police Department has met each of the requirements and has submitted the data to the Texas Commission of Law Enforcement through TCLEDDS, (Texas Commission of Law Enforcement Data Distribution System), and is further required to submit findings to the Police Departments governing body, (the Midland ISD School Board). In 2023-2024, Midland ISD Police Department conducted over 200 traffic/pedestrian stops. Racial Profiling forms were completed on each stop, recording;

1. Race,
2. Alleged Violation,
3. Location,
4. Consent to Search,
5. Contraband
6. Facts supporting Probable Cause for Stop,
7. Arrest,
8. Warning or Citation issued.

Contact Person: Chief Scott McKown

Racial Profiling Report | Full

Agency Name: MIDLAND ISD POLICE DEPARTMENT
Reporting Date: 02/28/2024
TCOLE Agency Number: 329901

Chief Administrator: JAMES S. MCKOWN

Agency Contact Information:
Phone: (432) 240-1050
Email: scott.mckown@midlandisd.net

Mailing Address:
615 W MISSOURI AVE
MIDLAND, TX 79701-5017

This Agency filed a full report

MIDLAND ISD POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MIDLAND ISD POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MIDLAND ISD POLICE DEPARTMENT if the individual believes that a peace officer employed by the MIDLAND ISD POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MIDLAND ISD POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the MIDLAND ISD POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MIDLAND ISD POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: LESLIE ALEXANDER
Lieutenant

Date: 02/28/2024

Total stops: 206

Street address or approximate location of the stop

| | |
|---------------------------|-----|
| City street | 206 |
| US highway | 0 |
| County road | 0 |
| State highway | 0 |
| Private property or other | 0 |

Was race or ethnicity known prior to stop?

| | |
|-----|-----|
| Yes | 2 |
| No | 204 |

Race / Ethnicity

| | |
|---------------------------------|-----|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 14 |
| Black | 12 |
| White | 64 |
| Hispanic / Latino | 116 |

Gender

| | |
|---------------------------------|------------|
| Female | 85 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 11 |
| Black | 6 |
| White | 27 |
| Hispanic / Latino | 41 |
| Male | 121 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 3 |
| Black | 6 |
| White | 37 |
| Hispanic / Latino | 75 |

Reason for stop?

| | |
|---------------------------------|----------|
| Violation of law | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 0 |
| White | 0 |

235

| | |
|----------------------------------|------------|
| Hispanic / Latino | 0 |
| Preexisting knowledge | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Moving traffic violation | 190 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 10 |
| Black | 11 |
| White | 64 |
| Hispanic / Latino | 108 |
| Vehicle traffic violation | 15 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 2 |
| White | 6 |
| Hispanic / Latino | 6 |
| Was a search conducted? | |
| Yes | 7 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 3 |
| Hispanic / Latino | 3 |
| No | 199 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 13 |
| Black | 10 |
| White | 67 |
| Hispanic / Latino | 109 |
| Reason for Search? | |
| Consent | 7 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 3 |

| | | | |
|-----------------------------------|----------|--|------|
| Hispanic / Latino | 3 | | |
| Contraband | 0 | | |
| Alaska Native / American Indian | 0 | | |
| Asian / Pacific Islander | 0 | | |
| Black | 0 | | |
| White | 0 | | |
| Hispanic / Latino | 0 | | |
| Probable | 0 | | |
| Alaska Native / American Indian | 0 | | |
| Asian / Pacific Islander | 0 | | |
| Black | 0 | | |
| White | 0 | | |
| Hispanic / Latino | 0 | | |
| Inventory | 0 | | |
| Alaska Native / American Indian | 0 | | |
| Asian / Pacific Islander | 0 | | |
| Black | 0 | | |
| White | 0 | | |
| Hispanic / Latino | 0 | | |
| Incident to arrest | 0 | | |
| Alaska Native / American Indian | 0 | | |
| Asian / Pacific Islander | 0 | | |
| Black | 0 | | |
| White | 0 | | |
| Hispanic / Latino | 0 | | |
| Was Contraband discovered? | | | |
| Yes | 0 | Did the finding result in arrest? | |
| | | (total should equal previous column) | |
| Alaska Native / American Indian | 0 | Yes 0 | No 0 |
| Asian / Pacific Islander | 0 | Yes 0 | No 0 |
| Black | 0 | Yes 0 | No 0 |
| White | 0 | Yes 0 | No 0 |
| Hispanic / Latino | 0 | Yes 0 | No 0 |
| No | 7 | | |
| Alaska Native / American Indian | 0 | | |
| Asian / Pacific Islander | 0 | | |
| Black | 1 | | |
| White | 3 | | |
| Hispanic / Latino | 3 | | |

Description of contraband

| | |
|---------------------------------|----------|
| Drugs | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Weapons | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Currency | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Alcohol | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Result of the stop

| | |
|-----------------------|-----------|
| Verbal warning | 85 |
|-----------------------|-----------|

| | |
|-----------------------------------|-----------|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 5 |
| Black | 9 |
| White | 25 |
| Hispanic / Latino | 46 |
| Written warning | 34 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 1 |
| White | 10 |
| Hispanic / Latino | 22 |
| Citation | 87 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 8 |
| Black | 1 |
| White | 29 |
| Hispanic / Latino | 49 |
| Written warning and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Citation and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

| | |
|------------------------------------|----------|
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of Traffic Law | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------|------------|
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 206 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 13 |
| Black | 11 |
| White | 67 |
| Hispanic / Latino | 115 |

Number of complaints of racial profiling

| | |
|---------------------------------------|---|
| Total | 0 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 0 |

Comparative Analysis

| | |
|-------------------------------------|-------------------------------------|
| Use TCOLE's auto generated analysis | <input checked="" type="checkbox"/> |
| Use Department's submitted analysis | <input type="checkbox"/> |

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

14. Adjourn

* Denotes an agenda item that correlates to the board goals.

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

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on _____.