

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

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

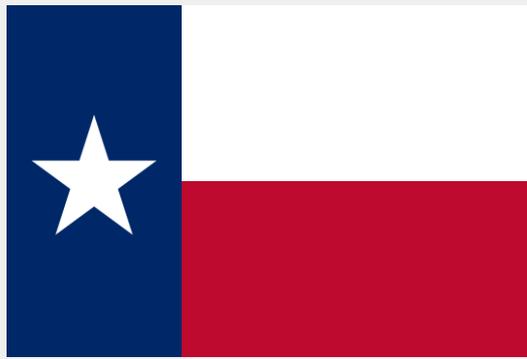
*\*Please note that the District may add or remove agenda items up until 72 hours prior to the meeting. Pursuant to the Texas Open Meetings Act the District must publicly post this notice and agenda 72 hours prior to the meeting.*

***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. Pease Communication and Technology Academy
    1. Principal, Gabriel Salgado
      - a. Pledge Leaders: Presley and Paisley Frantz
  - 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. MISD Student Recognitions
    1. Midland Young Leaders Challenge Participants
    2. All-American Athletes
  - B. MISD Staff Recognitions
    1. Texas Association of Secondary School Principals Middle School Principal of the Year - Region 18
    2. Texas Association of Secondary School Principals Secondary Assistant Principal of the Year - Region 18
    3. 6A Region 4 Head Softball Coach of the Year
    4. Frank Broyles Award
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:** July 30, 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

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**Cortney Smith**

July 30, 2024



# Overview

- New Elementary school site work and naming
- Surveying work complete at HS sites
- Packages 6 and 7 - Safety and Security and MFHS site improvements



7

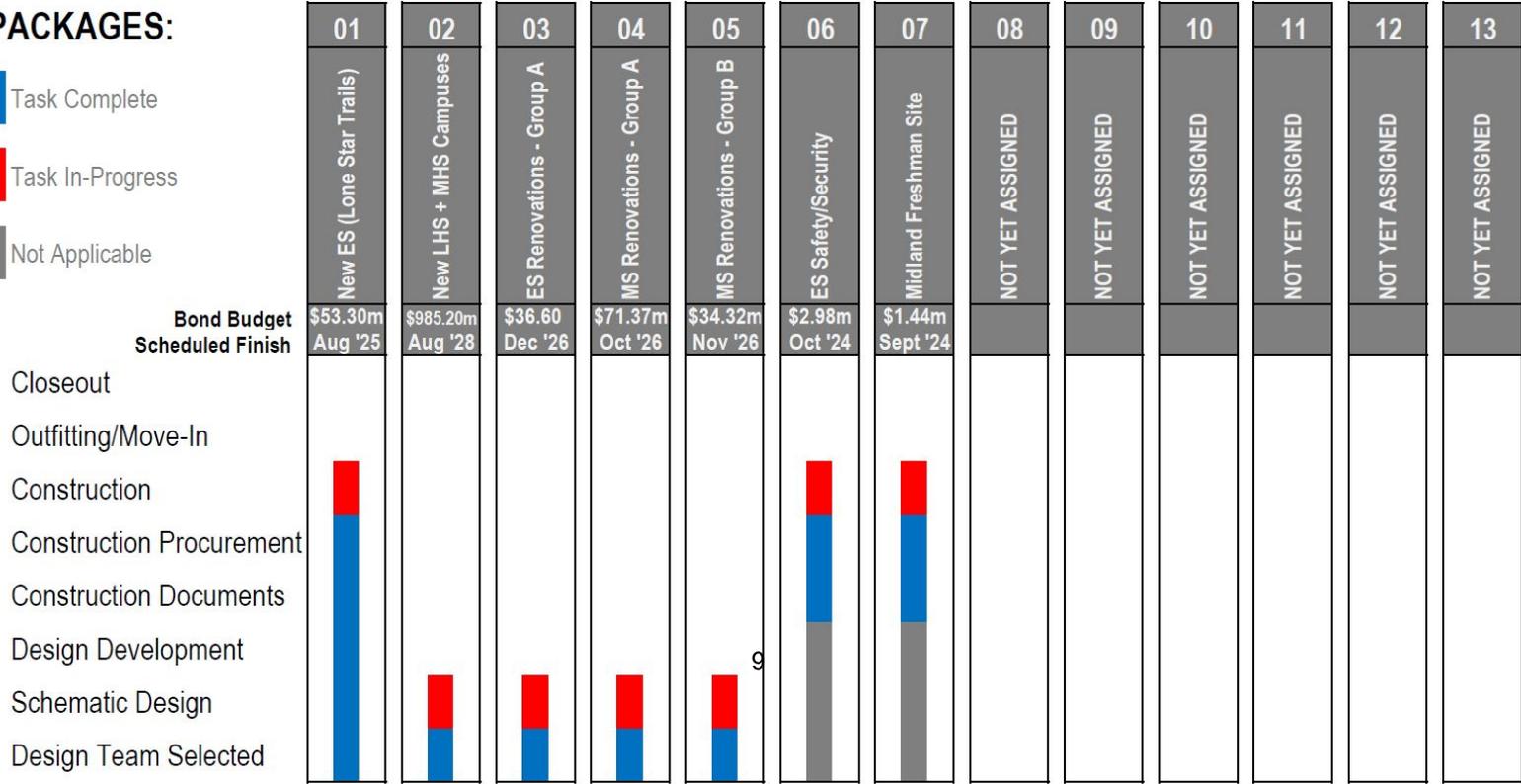
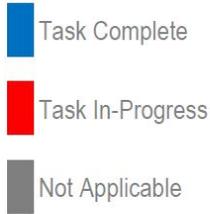


# Next Steps

- CMAR Selection for Eight ES - Package 3
- Design meetings for new HS - Athletics, CTE, Safety & Security, Teaching and Learning, Technology
- Human Capital Hiring Process - New ES

# Package Progress

## PACKAGES:









# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

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

**Subject:** Human Capital Monthly Report

### District Report

#### **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

## STAFFING UPDATE

July 2024

District Resignation/Retirement data as of June 30, 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	5	12	193	28	341

SY22-23: 399

SY23-24: 341

Difference: 58

### Top Separation Reasons:

- Other Education Employment
- Family Obligations

**Special Note:** The information contained in the table above is a snapshot of the data as of June 30, 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 June 2024

Teacher fill rate as of June 30, 2024: 95%

Bus driver fill rate as of June 30, 2024: 95%



# Board Administrator Appointments

06/01/2024 - 06/30/2024

07/12/2024

9:42 AM

Griselda.Flores

Name	Effective Date of Contract	Degree	College University	Experience	Assignment
PORTILLO, ADAM	07/08/2024	MA	SUL ROSS STATE UNIVERSITY	21	DIRECTOR/ADMIN



# Board Administrator Resignations

Term Date: 06/1/2024 - 06/30/2024

07/12/2024

9:34 AM

Griselda.Flores

Name	Effective Date of Resignation	Degree	College University	Experience	Assignment	Reason
ANDREWS, JARED	06/27/2024	MA	UNIVERSITY OF PERMIAN BASIN	13	PRINCIPAL/LEGACY FR HS	OTHER EDUC EMPL
BRIDGES, JUDY	06/27/2024	MA		50	DIRECTOR/ADMIN	FAMILY OBLIGATIONS
CARR, VANESSA	06/27/2024	MA		25	PRINCIPAL/SJ JR HS	RETIREMENT
DANIEL, KRISTA	06/27/2024	MA	WEST TEXAS A&M UNIVERSITY	21	PRINCIPAL/BUNCHE EL	OTHER EDUC EMPL
DOMINGUEZ, JUAN	06/03/2024	MA		26	PRINCIPAL/ALAMO JR HS	OTHER EDUC EMPL
ELLINGTON, BRIAN	06/27/2024	MA		28	PRINCIPAL/LONG EL	OTHER EDUC EMPL
HALTOM, LORI	06/27/2024	MA	UNIVERSITY OF PERMIAN BASIN	19	PRINCIPAL/GODDARD JR HS	OTHER EDUC EMPL
HOLLY, THOMAS	06/27/2024	MA	UNIV OF TEXAS TYLER	18	DIRECTOR/ADMIN	TERMINATION
MCCRIGHT, REBECCA	06/27/2024	MA		26	PRINCIPAL/BUSH EL	FAMILY OBLIGATIONS
SEYBERT, JENNIFER	06/27/2024	Doctorate		25	PRINCIPAL/MIDLAND SR HS	OTHER EDUC EMPL
SHAW, DEBORAH	06/27/2024	MA		31	DIRECTOR/ADMIN	OTHER REASONS

C. Report on District's Operating Partners

Presenters: Dr. Howard, Roberto Cedillo, & Erin Bueno



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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**Meeting Date:** July 30, 2024

**Presented By:** **Dr. Stephanie D. Howard, Superintendent**  
**Roberto Cedillo, Deputy Superintendent**  
**Erin Bueno, Associate Superintendent of School Improvement**

**Subject:** Report on District's 1882 Operating Partners

### District Report

**Executive Summary:**

Presenting a report to the Board of Trustees on the District's 1882 Operating Partners. The report includes an overview, benefits, and student data.

**Contact Person:**

**Dr. Stephanie D. Howard, Superintendent**  
**Roberto Cedillo, Deputy Superintendent**

The background features several decorative geometric patterns. In the top-left corner, there are red diagonal lines forming a partial circle. In the top-right, there are clusters of semi-circles in red, blue, and grey. In the bottom-left, there are larger semi-circles in red, blue, and grey. In the bottom-right, there is a large red circle outline and red diagonal lines.

# District Partners

July 30, 2024



# Introductions to 1882 Partners



In Texas, 1882 charters were made possible through Senate Bill 1882, which was adopted by the 85th Texas Legislature in in 2017. This legislation allows school districts to partner with charter operators or other eligible entities to manage schools, providing increased funding and support for innovative or turnaround models aimed at improving student outcomes.



MISD established its first operating partner in 2019.



During the '23 - '24 school year, operating partners served 5,543 students, accounting for 19% of the total MISD student enrollment. We had a total of seven operating partners overseeing nine schools.

# Key Differences

	Midland ISD Schools	1882 Operating Partner Schools
<b>Governance</b>	<ul style="list-style-type: none"> <li>• Governed by an elected school board</li> <li>• Managed directly by district administration</li> </ul>	<ul style="list-style-type: none"> <li>• Governed by appointed boards of directors</li> <li>• Operated by external partners authorized by the district</li> </ul>
<b>Autonomy</b>	<ul style="list-style-type: none"> <li>• Personnel decisions follow district policies and procedures</li> <li>• Curriculum, calendar, and assessments are standardized across the district</li> </ul>	<ul style="list-style-type: none"> <li>• Full control over personnel decisions</li> <li>• Authority over curriculum, school calendar, and assessments.</li> </ul>

# Key Differences

	Midland ISD Schools	1882 Operating Partner Schools
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Subject to all state accountability measures without exemptions</li> <li>• Immediate interventions for school not meeting standards</li> </ul>	<ul style="list-style-type: none"> <li>• Held accountable through performance contracts</li> <li>• Schools with an “F” rating receive a two-year exemption from certain accountability sanctions</li> </ul>
<b>Admissions</b>	<ul style="list-style-type: none"> <li>• Students attend school based on residential address</li> <li>• No application process for general admission</li> <li>• Schools offering specialized instruction which a lottery application is required to be considered to attend (e.g., Bowie, Pease)</li> </ul>	<ul style="list-style-type: none"> <li>• May have a dedicated attendance zone that require an application process with deadlines</li> <li>• Specific programmatic requirements for some school (e.g., YWLA, Carver, Ben Milam)</li> </ul>

# Summary of Key Differences

- **Governance structure (appointed vs. elected boards)**
- **Level of autonomy in decision-making**
- **Accountability measures and performance contracts**
- **Admission processes and enrollment criteria**
- **Special exemptions for low-performing schools**

# 1882 Partners Funding

- Receive funding based on their student demographics
  - Local and State funds
  - Federal funds
- MISD provides services to each partnership and deducts a holdback percentage based on the partnerships local and state funding
- Partnership receives net revenue for local and state funds



# Pre-K Academy

## School Overview

<b>Location</b>	3600 N Garfield St	<b>Grades Served</b>	3 and 4 year olds
<b>Leadership</b>	Lori Smith, Principal	<b>Board Members</b>	<ul style="list-style-type: none"> <li>■ Linda Cowden, Midland Board of Trustees</li> <li>■ Becca Myers, Midland Education Foundation</li> <li>■ JIll Rivera, Region 18 Education Service Center</li> <li>■ Ed Mayberry, Community and Childcare Owner</li> <li>■ Pattie Stewart, Workforce Solutions Permian Basin</li> </ul>
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	177 as of 5/24 69.90%
<b>Term Expires</b>	6/30/2029	<b>Overall Rating</b>	2021 - 2022: B (80)
<b>Recent actions</b>	Approved Performance Goals June 2024	<b>Performance Contract Term</b> <sub>24</sub>	2024 - 2025 thru 2028 - 2029



# Carver



## School Overview

<b>Location</b>	1300 E Wall St	<b>Grades Served</b>	1 - 6
<b>Leadership</b>	Stephanie Carnett, Executive Administrator	<b>Board Members</b>	President: Ayotunde Esho Secretary: Leah Robertson Treasurer: Ryan Lovell Member: Elise Kail Member: Letty Amalla
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	499 as of 5/24 20.46%
<b>Term Expires</b>	6/30/2029	<b>Overall Rating</b>	2021 - 2022: A (96)
<b>Recent actions</b>	Approved Performance Goals June 2024	<b>Performance Contract Term</b>	2024 - 2025 thru 2028 - 2029



# Ben Milam



## School Overview

<b>Location</b>	301 E. Dormard Ave.	<b>Grades Served</b>	Pre-K - 6
<b>Leadership</b>	Brenda Jobes, Principal	<b>Board Members</b>	Chairman: Alison King Secretary: Marissa Salgado Member: Perla Abrego Member: Karmen Bryant Member: Megan Buck Member: Dr. Amin Davoodi Member: Jacob Holloman
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	451 as of 5/24 75.11%
<b>Term Expires</b>	6/30/2029	<b>Overall Rating</b>	2021 - 2022: C (71)
<b>Recent actions</b>	Approved contract amendment January 2024	<b>Performance Contract Term</b>	2022-2023 thru 2026-2027

## School Overview

<b>Location</b>	1800 E Wall St	<b>Grades Served</b>	6 - 12
<b>Leadership</b>	Laura Doughty, Principal	<b>Board Members</b>	President: Dr. Sharonda Pruitt Member: Lynn McBee Member: Berta Fogerson Member: Betty Burks Member: Elise Kail Member: Travis Hutt Member: Sonia Rodriguez At-Large Members: Dr. Koshi Dhingra At-Large member: Jeanne Whitman
<b>First Charter Year</b>	2019	<b>Total Enrollment</b> <b>Eco. Dis. %</b>	327 as of 5/24 33.72%
<b>Charter Term</b>	2019 - 2029	<b>Overall Rating</b> 27	2021 - 2022: A (97)
<b>Recent actions</b>	Approved contract amendment August 2023	<b>Current Performance</b> <b>Contract Term</b>	2022-2023 thru 2026-2027



# IDEA-Travis



## School Overview

<b>Location</b>	900 E. Gist Avenue	<b>Grades Served</b>	Pre-K - 9
<b>Leadership</b>	Iliana Bermea, Principal Monica Hernandez, Principal	<b>Board Members</b>	Chair: Collin Sewell Vice-Chair & Secr.: Ed Rivera Treasurer: Erich Holmsten In Memoriam: Al Lopez Member: Gary Lindgren Member: Theresa Barrera-Shaw Member: Nanette Cocero Member: Connie Miner
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	1,178 as of 5/24 80.18%
<b>Charter Term</b>	2019 - 2030	<b>Overall Rating</b>	2021 - 2022: B (88)
<b>Recent actions</b>	Approved contract amendment June 2023	<b>Current Performance Contract Term</b>	2020 - 2025



# REACH Network



## School Overview

<b>Location</b>	700 S. Jackson	<b>Grades Served</b>	Pre-K - 6
<b>Leadership</b>	Krista Daniel, Principal	<b>Board Members</b>	Chair: Susannah E. Prucka Member: Rosalind V. Perkins Member: Brian W. Stubbs Member: Julia Vickery
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	1,023 as of 5/24 86.80%
<b>Charter Term</b>	2019 - 2024	<b>Overall Rating</b>	2021 - 2022: Not Rated
<b>Recent actions</b>	Approved to non-renewal partnership December 2023	<b>Current Performance Contract Term</b>	2022-2023 thru 2026-2027

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# REACH Network



## School Overview

<b>Location</b>	2500 Haynes Avenue	<b>Grades Served</b>	7 - 8
<b>Leadership</b>	Lori Haltom, Principal	<b>Board Members</b>	Chair: Susannah E. Prucka Member: Rosalind V. Perkins Member: Brian W. Stubbs Member: Julia Vickery
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	1,066 as of 5/24 63.86%
<b>Charter Term</b>	2019 - 2024	<b>Overall Rating</b>	2021 - 2022: C (74)
<b>Recent actions</b>	Approved to non-renewal partnership December 2023	<b>Current Performance Contract Term</b>	2022-2023 thru 2026-2027

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# Third Future



## School Overview

<b>Location</b>	2000 W. Louisiana Avenue	<b>Grades Served</b>	Pre-K - 6
<b>Leadership</b>	Welton Blaylock, Principal	<b>Board Members</b>	President: Conrad Coleman Sec/Treasurer: Dorothy Reyes Member: Sarah Arrambide Member: Blake Roach Member: Martina Van Norden
<b>First Charter Year</b>	2020	<b>Total Enrollment Eco. Dis. %</b>	455 as of 5/24 65.34%
<b>Charter Term</b>	2020 - 2025	<b>Overall Rating</b>	2021 - 2022: B (89)
<b>Recent actions</b>	Approved contract amendment August 2023	<b>Current Performance Contract Term</b>	2020 - 2025



# Third Future



## School Overview

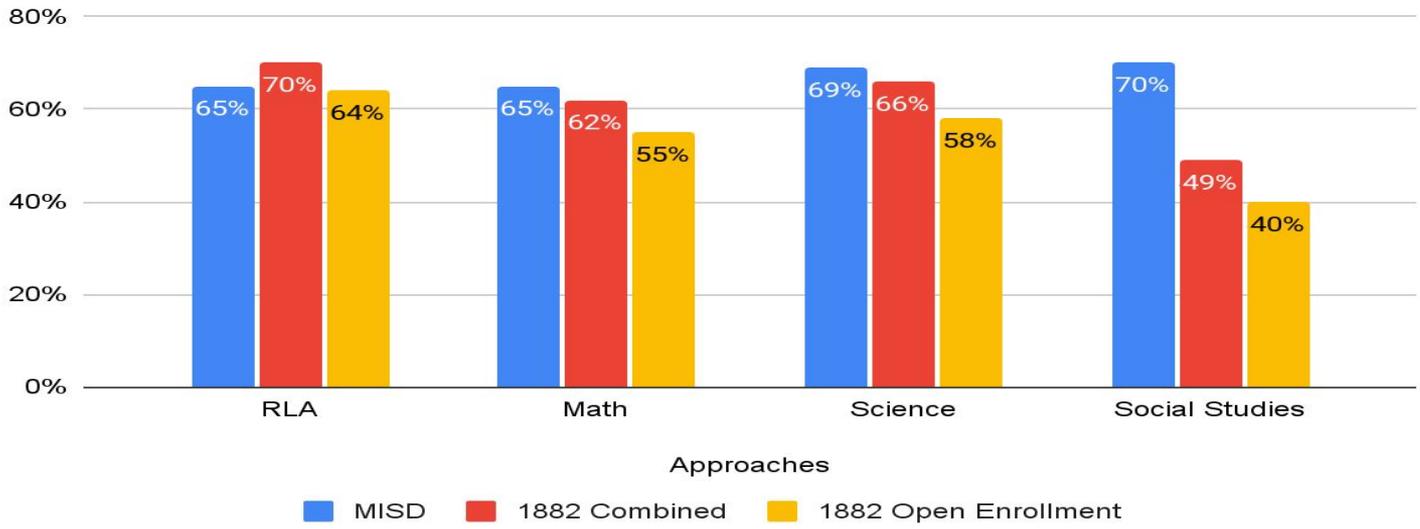
<b>Location</b>	3200 Kessler Avenue	<b>Grades Served</b>	Pre-K - 6
<b>Leadership</b>	Shameka Johnson, Principal	<b>Board Members</b>	President: Conrad Coleman Sec/Treasurer: Dorothy Reyes Member: Sarah Arrambide Member: Blake Roach Member: Martina Van Norden
<b>First Charter Year</b>	2023	<b>Total Enrollment Eco. Dis. %</b>	367 as of 5/24 86.53%
<b>Charter Term</b>	2023 - 2026	<b>Overall Rating</b>	2021 - 2022: Not Rated
<b>Recent actions</b>	Approved contract March 2023 <sup>32</sup>	<b>Current Performance Contract Term</b>	2023 - 2026

# 1882 Partner Student STAAR Data



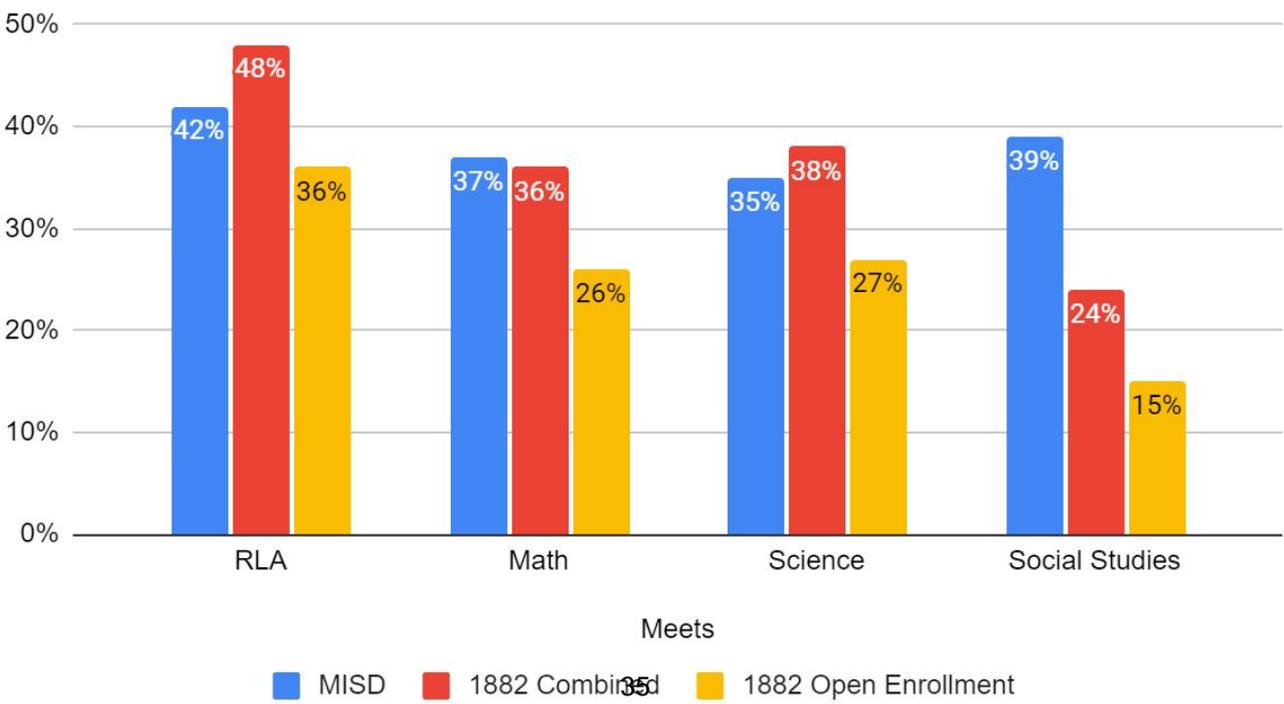
# 1882 Partners Student Data

## Approaches



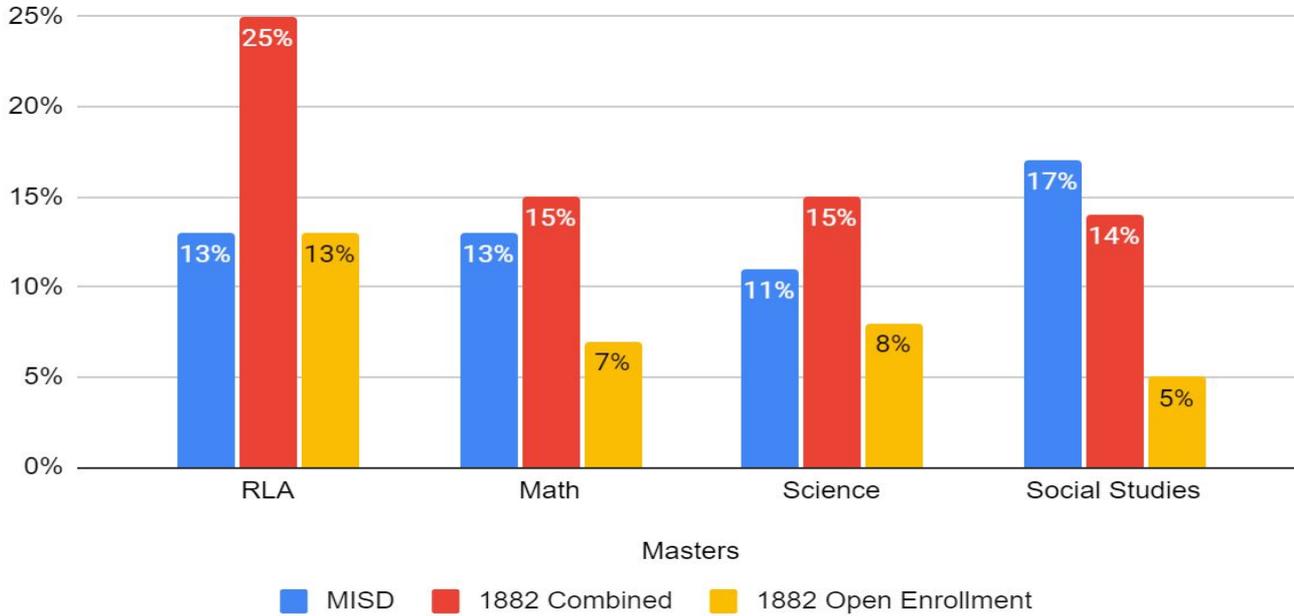
# 1882 Partners Student Data

## Meets



# 1882 Partners Student Data

## Masters





D. Report on Crossing Guards and School Zone Flashing Equipment  
Presenter: Cortney Smith

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Report on Crossing Guards and School Zone Flashing Equipment

### District Report

**Financial Impact**

N/A

**Strategic Plan Goals/Board Academic Goals**

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

**Executive Summary:**

Presentation to provide information on crossing guard services. The safety of our student-pedestrians continues to be a top priority

**Recommendation:**

None

**Contact Person:**

Cortney Smith, Chief of Facilities and Operations

**Enclosure:**

District Report on Crossing Guards

# **CROSSING GUARDS, FLASHERS, and CROSSWALKS**

**Presenter: Courtney Smith**  
Chief of Facilities & Operations  
July 30, 2024

# HISTORICAL OVERVIEW

- Crossing guards have historically been funded by City of Midland
- MISD 2024-25 Budget Approved: **June 25**
- Midland City Council votes to table the renewal of crossing guards:  
**July 9**
- First official meeting with City of Midland: **July 17**
- Midland City Council votes to approve their crossing guard contract:  
**July 23**
- First day of school: **August 13**

# INFRASTRUCTURE & FINANCIAL RESPONSIBILITIES

## MISD Contributions

- Approximately \$3.4M in street, drainage, and impact fees for new schools
- \$2.9M in building permit fees, totaling an estimated \$6.3 million
- MISD provides both TxDOT and the City of Midland school calendar & bell schedules

## City Responsibilities

*\*source midlandtexas.gov*

- Conducting traffic studies
- Reviewing developments
- Installing and maintaining traffic control devices including school zone flashers
- Pavement markings, traffic signage/signals
- Analyzing traffic crashes
- Approving crossing guard, school zone, and crosswalk requests

## Unclear Boundaries

- Crossing guards and flashers at non-MISD locations
- Private Schools
- Public roadways owned by the City of Midland

# COMPARISON ARRANGEMENTS

<i>District</i>	<i>Responsibility</i>	<i>Population</i>	<i>Other Notes</i>
Galveston ISD	District Employees	< 1.3 million	3.5 hours per day
South San Antonio ISD	Municipality	> 1.3 million	
Garland ISD	Municipalities	< 1.3 million	
Mesquite ISD	Municipalities	< 1.3 million	
Rockwall ISD	District	< 1.3 million	
Brazosport ISD	Municipality	< 1.3 million	
Abilene ISD	Municipality	< 1.3 million	
Lubbock ISD	Municipality	< 1.3 million	
San Angelo ISD	Municipality	< 1.3 million	
Ector County ISD	Shared	< 1.3 million	ECISD \$260K
Ysleta ISD	District Employees	< 1.3 million	\$13/HR
Frisco ISD	100% Municipality - McKinney  50/50 split with Municipality - Frisco	< 1.3 million	District employees all crossing guards and bills municipalities accordingly
Fort Worth ISD	Municipality	< 1.3 million	
Lackland ISD	District Employees	> 1.3 million	Airforce based in San Antonio

- For municipalities that have a population of 1.3 million, they can create the Child Safety Trust Fund
- Funded by the following;
  - court cost collected under Article 102.014 (funds for child safety fund), Texas Code of Criminal Procedures; and
  - optional motor vehicle registration fees remitted to municipality under Section 502.403 (optional county fee for child safety), Texas Transportation Code

# FINANCIAL IMPLICATIONS FOR MISD

- **CURRENT DEFICIT**
  - \$42.5 MILLION DEFICIT FOR 2024-25 SCHOOL YEAR
    - Approximately \$37.5 million is due to the expiration of the Formula Transition Grant
- **POTENTIAL IMPACT**
  - Other potential budget cuts
- **JULY 17, 2024 MEETING**
  - District was clear that we could not commit to a decision as this was not budgeted prior to finalizing for the 2024-25 fiscal year

# WHAT HAS BEEN REQUESTED?

- **ACTUAL EXPENSES FOR CROSSING GUARDS THAT HAS BEEN PROVIDED BY THE CITY TO THE DISTRICT**
  - 2024 - \$476,909 (as of 7.18.24)
  - 2023 - \$643,445
  - 2022 - \$715,392
  - 2021 - \$671,260
  - 2020 - \$392,642 (COVID)
  - 2019 - \$519,957
- **THE CITY HAS ASKED THE DISTRICT CONTRIBUTE 50% OF THE COSTS FOR THE CROSSING GUARD CONTRACT AND FLASHERS**
  - Crossing Guards - \$837,000 (MISD - \$418,500)
  - Flashers - \$300,000 (MISD - \$150,000)
  - Total ask - \$568,500

**MADE IN**



9. Action Items

A. Discussion of and Request for Approval for Board Goal Update: CPM 1.1  
Professional Learning Communities

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Presenters: Tricia Teran, Jessica Redman, Shannon Torres, and Fallon  
McLane



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented by:** Executive Directors of School Leadership - Shannon Torres, Tricia Teran, Jessica Redman, Fallon McLane

**Subject:** Discussion of and Request for Approval for Board Goal Update: CPM 1.1 Professional Learning Communities

### Action Item

#### **Financial Impact**

N/A

#### **Board Goals/ Strategic Plan Goals**

Constraint Progress Measure 1

#### **Executive Summary**

The purpose of this request is to ask for approval of the superintendent constraint progress measure update. This specific board constraint progress measure aims to improve student achievement outcomes through effective teacher collaboration and support. Midland ISD campus leaders measure their team's growth and effectiveness using the professional learning community rubric to ensure they are growing or maintaining high levels of collaboration and planning.

#### **Recommendation**

The administration recommends approval of the Constraint Progress Measure 1 update.

#### **Contact Person**

Executive Directors of School Leadership- Shannon Torres, Tricia Teran, Jessica Redman, Fallon McLane

# Midland ISD

## Constraint Progress Measure Update

July 30, 2024



# STRATEGIC PLAN



## 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.

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

	<b>Constraint Progress Measure</b>	<b>Annual Targets</b>	<b>Board Reporting</b>
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% <b>2024 - 94%</b> 2025 - 95% 2026 - 96% 2027 - 96% 2028 - 96%	July Executive Director Elem. School Leadership



**2024 Actual:  
98%.**



## Midland Independent School District Professional Learning Communities Collaboration Rubric with Evidence

The **PLC Rubric** is an **assessment tool** utilized to **measure the strength** of each **collaborative team** within a **Professional Learning Community** by considering **five elements**.

**Constraint Progress Measure 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 already not 3 or 4) will increase from 92% to **94% by 2024**.

Goal Elements	Learning (1)	Literal (2)	Refinement (3)	Internalized (4)
<b>A. Collaborative Culture</b> Educators work together in collaborative teams to achieve student learning.	Teams meet regularly (weekly/biweekly/monthly) during the school day.	Collaborative teams develop written norms and establish learning goals that clarify expectations and commitments.	Teams focus on pre-arranged topics that impact student learning, and make revisions to goals to improve team effectiveness.	Teams honor their collective commitments to each other and our students in order to maximize learning.
<b>A: As Evidenced By...</b>	Master schedule, agendas, minutes, calendars	Team work products, norms, agendas, and team postings (on a wall or shared drive).	Agendas and minutes addressing the four critical questions and instructional process	Shared knowledge of explicitly published collective commitments (mission, vision, values and goals), high levels of

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# Upcoming Actions



- Ensure the implementation of new TTESS internalization rubric during professional learning communities.
- Strengthen PLC cycles of Planning, analyzing data, creating and following up on action plans to ensure student academic achievement growth.
- Principal coaching to support campus leadership in coaching and growing campus PLCs .
- Regularly assess the effectiveness of PLCs through surveys, feedback, and outcomes.
- Make adjustments based on evaluation results to improve PLC functioning.
- Focus on depth and complexity of teaching and learning, advanced courses, and ensure that Educators coordinate a flexible, supportive, and proactive system for students who have moved beyond the essential learning.



B. Discussion of and Request for Approval of Order and Notice of November 5, 2024  
Regular Trustee Election  
Presenter: Chad Crowson

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented by:** Chad Crowson, General Counsel

**Subject:** Discussion of and Request for Approval of the Order and Notice of November 5, 2024 Regular Trustee Election

### Action Item

#### **Financial Impact**

None

#### **Board Goals/ Strategic Plan Goals**

ALL Board Goals and Strategic Plan Goals are impacted by the election of a new slate of trustees.

#### **Executive Summary**

On November 5, 2024, a regular election will be held in order to elect Midland ISD School Board Trustees for Districts 1, 2, 4, and 7. In accordance with Texas Elections Code § 3.005, the Board of Trustees must issue an Order and Notice of Election on or before August 19, 2024. The attached order includes the current dates and times for both early voting and election day, subject to change by order of the Midland County Elections Office.

#### **Recommendation**

The District's administration recommends that the Board issue this Order and Notice for the November 5, 2024 Regular Trustee Election for Districts 1, 2, 4, and 7.

#### **Motion**

I move that the Board approve the Order and Notice for the November 5, 2024 Regular Trustee Election for Districts 1, 2, 4, and 7.

#### **Contact Person**

Chad Crowson, General Counsel

#### **Enclosure**

Order and Notice for the November 5, 2024 Regular Trustee Election for Districts 1, 2, 4, and 7

**ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS**  
**ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS**

An election is hereby ordered to be held on   11  /  05  /  2024   for the purpose of voting on:  
 (date)

(Por la presente se ordena celebrar una elección el   11  /  05  /  2024   con el propósito de votar sobre.)  
 (fecha)

List Offices/Propositions/Measures on the ballot (*Enúmere los puestos/proposiciones/medidas oficiales en la boleta*)

Midland ISD Board of Trustees Positions:
Position 1
Position 2
Position 4
Position 7

Early voting by personal appearance will be conducted each weekday at:  
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
Annex Building      2110 N A Street	

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
Annex Building, Auxilliary Courtroom 2110 North A Street, 79705	10/21-10/25-8am-5pm;10/26-7am-7pm;10/27-1-7pm 10/28-11/1 - 7am-7pm
Centennial Library, Mtg Rm 113, 2503 W Loop 250 N, 79705	10/21-10/25-8am-5pm;10/26-7am-7pm;10/27-1-7pm 10/28-11/1 - 7am-7pm
Cogdell Learning, Annex/Classroom #4, 201 W Florida Ave, 79701	10/21-10/25-8am-5pm;10/26-7am-7pm;10/27-1-7pm 10/28-11/1 - 7am-7pm
Fairmont Park Church of Christ, Classroom #2, 3813 N Midland Dr, 79707	10/21-10/25-8am-5pm;10/26-7am-7pm;10/27-1-7pm 10/28-11/1 - 7am-7pm
Manor Park, Margaret Cowden Clubhouse,5212 Sincl	10/21-10/25-8am-5pm;10/26-7am-7pm;10/27-1-7pm

Early voting by personal appearance will be conducted each weekend at:  
 (La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
Annex Bldg, Auxilliary Courtroom, 2110 N A St 79705	10/26-7am-7pm;10/27-1-7pm

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
Centennial Library, Mtg Rm 113, 2503 W Loop 250 N, 79705	Saturday, 10/26 - 7:00 am - 7:00 pm Sunday, 10/27 - 1:00 - 7:00 pm
Cogdell Learning, Annex/Classroom #4, 201 W Florida Ave, 79701	Saturday, 10/26 - 7:00 am - 7:00 pm Sunday, 10/27 - 1:00 - 7:00 pm
Fairmont Park Church of Christ, Classroom #2, 3813 N Midland Dr, 79707	Saturday, 10/26 - 7:00 am - 7:00 pm Sunday, 10/27 - 1:00 - 7:00 pm
Manor Park, Margaret Cowden Clubhouse, 5212 Sinclair Ave, 79707	Saturday, 10/26 - 7:00 am - 7:00 pm Sunday, 10/27 - 1:00 - 7:00 pm

Applications for ballot by mail shall be mailed to:  
 (Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Rosa Olgin

Name of Early Voting Clerk  
(Nombre del Secretario/a de la Votación Adelantada)

2110 N A Street, Room 103  
Address (Dirección)

Midland 79702  
City (Ciudad) Zip Code (Código Postal)

Midland  
Telephone Number (Número de teléfono)

432.688.4891  
Email Address (Dirección de Correo Electrónico)

ROlgin@mcounty.com

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

10 / 25 / 2024  
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

10 / 25 / 2024  
(date)(fecha)

Issued this 30 day of July, 20 24.  
(day) (month) (year)

(Emitida este día 30 de July, 20 24.)  
(día) (mes) (año)

Signature of Presiding Officer (Firma del Dirigente que Preside)

Signature of Board Member  
(Firma del Director)

**Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.**

*Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.*



Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

\_\_\_\_\_  
Name of Early Voting Clerk  
(Nombre del Secretario/a de la Votación Adelantada)

\_\_\_\_\_  
Address (Dirección)

\_\_\_\_\_  
City (Ciudad)                      Zip Code (Código Postal)

\_\_\_\_\_  
Telephone Number (Número de teléfono)

\_\_\_\_\_  
Email Address (Dirección de Correo Electrónico)

\_\_\_\_\_  
Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
(date)(fecha)

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
(day) (month) (year)

(Emitada este día \_\_\_\_\_ de \_\_\_\_\_, 20 \_\_\_\_\_.)  
(día) (mes) (año)

\_\_\_\_\_  
Signature of Presiding Officer (Firma del Dirigente que Preside)

**ELECTION DAY VOTE CENTERS**  
**CENTROS DE VOTACION EL DIA DE LA ELECCION**  
**NOVEMBER 5, 2024, JOINT GENERAL ELECTION**  
**ELECCIÓN GENERAL CONJUNTA, DIA 5 DE NOVIEMBRE DE 2024**

<b>BUILDING NAME</b> <i>NOMBRE</i>	<b>LOCATION</b> <i>LOCACION</i>	<b>ADDRESS</b> <i>DIRECCION</i>	<b>EZ</b> <b>RIDER</b>
1. Annex Building	Auxiliary Courtroom	2110 N A Street, 79705	X
2. Beal Park Ranch House	Main Room	5200 W Wall St, 79703	
3. Centennial Library	Meeting Room 113	2503 W Loop 250 N, 79705	X
4. Cogdell Learning Center	Annex/Classroom # 4	201 W Florida Ave, 79701	X
5. Cotton Flat Baptist Church	Rose Payne Activity Building	6409 S Highway 349, 79706	
6. Downtown Library at the Plaza	Community Room	301 W. Missouri 79701	X
7. Fairmont Park Church of Christ	Classroom # 2	3813 N Midland Dr, 79707	X
8. Fellowship Community Church	Sanctuary	5206 N. Midland Dr. 79707	
9. Golf Course Rd Church of Christ	The Life Center	3500 W Golf Course Rd, 79703	X
10. Greater Ideal Life Center	Samuel Evans Chapel	301 S Tyler St, 79701	
11. Greenwood Baptist Church	Sanctuary	10908 FM 307 79706	
12. Holy Cross Lutheran Church	Foyer of Sanctuary	5110 N Garfield St, 79705	
13. Homeline Baptist Church	Fellowship Hall	3500 Anetta Dr, 79703	X
14. Horseshoe Arena	The Backstage	2514 Arena Trail, 79701	
15. Manor Park, Margaret Cowden Clubhouse	Sparks Great Room	5212 Sinclair 79707	
16. Mid-Cities Community Church	Adult Classroom 6	8700 State Hwy 191 79707	
17. MLK, Jr. Community Center	Activity Room	2300 Butternut Ln, 79705	X
18. NE Volunteer Fire Department	Training Room	5310 E County Rd 60, 79705	
19. Odessa Country Club	Pool House	# 1 Fairway Dr, 79765	
20. Orchard Church	Sanctuary	6112 TX 349. 79705	
21. Presence Church	Sanctuary	901 Midland Dr, 79703	X
22. Stonegate Fellowship	Foyer of Building C	6000 W. Wadley Ave. 79707	
23.			

**Election Day Voting Hours 7:00 AM – 7:00 PM**

**Horario de votación el día de las elecciones: 7:00 AM – 7:00 PM**

For sample ballots, polling locations, and other information visit the Election Office website:  
*más información visite nuestro sitio web):*

[www.co.midland.tx.us/328/Elections-Office](http://www.co.midland.tx.us/328/Elections-Office)

*(Para*

**NOVEMBER 5, 2024, JOINT PRIMARY ELECTION**  
**VOTE EARLY AT ONE OF THE FOLLOWING LOCATIONS:**

**ELECTIONS OFFICE – COUNTY ANNEX BUILDING ROOM 103**  
**2110 NORTH A STREET, 79705**

MONDAY, OCTOBER 21 – FRIDAY OCTOBER 25	8:00 AM – 5:00 PM
SATURDAY, OCTOBER 26	7:00 AM – 7:00 PM
SUNDAY, OCTOBER 27	1:00 PM – 7:00 PM
MONDAY, OCTOBER 28 – FRIDAY, NOVEMBER 1	7:00 AM – 7:00 PM

**CENTENNIAL LIBRARY – MEETING ROOM 113**  
**2503 W LOOP 250 N, 79705**

MONDAY, OCTOBER 21 – FRIDAY OCTOBER 25	8:00 AM – 5:00 PM
SATURDAY, OCTOBER 26	7:00 AM – 7:00 PM
SUNDAY, OCTOBER 27	1:00 PM – 7:00 PM
MONDAY, OCTOBER 28 – WEDNESDAY OCTOBER 30	8:00 AM – 6:00 PM
THURSDAY, OCTOBER 31 – FRIDAY NOVEMBER 1	8:00 AM – 7:00 PM

**COGDELL LEARNING CENTER – CLASSROOM # 4**  
**201 W FLORIDA AVE, 79701**

MONDAY, OCTOBER 21 – FRIDAY OCTOBER 25	8:00 AM – 5:00 PM
SATURDAY, OCTOBER 26	7:00 AM – 7:00 PM
SUNDAY, OCTOBER 27	1:00 PM – 7:00 PM
MONDAY, OCTOBER 28 – WEDNESDAY OCTOBER 30	8:00 AM – 6:00 PM
THURSDAY, OCTOBER 31 – FRIDAY NOVEMBER 1	8:00 AM – 7:00 PM

**FAIRMONT PARK CHURCH OF CHRIST – CLASSROOM # 2**  
**3818 N MIDLAND DR, 79707**

MONDAY, OCTOBER 21 – FRIDAY OCTOBER 25	8:00 AM – 5:00 PM
SATURDAY, OCTOBER 26	7:00 AM – 7:00 PM
SUNDAY, OCTOBER 27	1:00 PM – 7:00 PM
MONDAY, OCTOBER 28 – WEDNESDAY OCTOBER 30	8:00 AM – 6:00 PM
THURSDAY, OCTOBER 31 – FRIDAY NOVEMBER 1	8:00 AM – 7:00 PM

**THE VILLAGE AT MANOR PARK – MARGARET COWDEN CLUBHOUSE -  
SPARKS GREAT ROOM**  
**5212 SINCLAIR AVE, 79707**

MONDAY, OCTOBER 21 – FRIDAY OCTOBER 25	8:00 AM – 5:00 PM
SATURDAY, OCTOBER 26	7:00 AM – 7:00 PM
SUNDAY, OCTOBER 27	1:00 PM – 7:00 PM
MONDAY, OCTOBER 28 – WEDNESDAY OCTOBER 30	8:00 AM – 6:00 PM
THURSDAY, OCTOBER 31 – FRIDAY NOVEMBER 1	8:00 AM – 7:00 PM

**On Election Day Tuesday, November 5, 2024, you must vote at an election day Vote Center**  
**Election Day Voting Hours: 7:00 AM – 7:00 PM**

For sample ballots, polling locations, and other information visit the Election Office’s website:  
[www.co.midland.tx.us/elections](http://www.co.midland.tx.us/elections)

**ELECCION GENERAL CONJUNTA, EL 5 DE NOVIEMBRE DE 2024  
PUEDEN VOTAR TEMPRANO EN UNO DE LOS SIGUIENTES SITIOS:**

**OFICINA ELECTORAL – EDIFICIO ANEXO DEL CONDADO - HABITACION 103  
[2110 NORTH A STREET, 79705](#)**

LUNES, 21 de OCTUBRE – VIERNES, 25 de OCTUBRE	8:00 AM – 5:00 PM
SABADO, 26 de OCTUBRE	7:00 AM – 7:00 PM
DOMINGO, 27 de OCTUBRE	1:00 PM – 7:00 PM
LUNES, 28 de OCTUBRE – VIERNES, 1 de NOVIEMBRE	7:00 AM – 7:00 PM

**BIBLIOTECA CENTENARIO – SALA DE REUNIONES 113  
[2503 W LOOP 250 N, 79705](#)**

LUNES, 21 de OCTUBRE – VIERNES, 25 de OCTUBRE	8:00 AM – 5:00 PM
SABADO, 26 de OCTUBRE	7:00 AM – 7:00 PM
DOMINGO, 27 de OCTUBRE	1:00 PM – 7:00 PM
LUNES, 28 de OCTUBRE – MIERCOLES, 30 de OCTUBRE	8:00 AM – 5:00 PM
JUEVES, 31 de OCTUBRE – VIERNES, 1 de NOVIEMBRE	8:00 AM – 7:00 PM

**CENTRO DE APRENDIZAJE COGDELL – AULA # 4  
[201 W FLORIDA AVE, 79701](#)**

LUNES, 21 de OCTUBRE – VIERNES, 25 de OCTUBRE	8:00 AM – 5:00 PM
SABADO, 26 de OCTUBRE	7:00 AM – 7:00 PM
DOMINGO, 27 de OCTUBRE	1:00 PM – 7:00 PM
LUNES, 28 de OCTUBRE – MIERCOLES, 30 de OCTUBRE	8:00 AM – 5:00 PM
JUEVES, 31 de OCTUBRE – VIERNES, 1 de NOVIEMBRE	8:00 AM – 7:00 PM

**FAIRMONT PARK CHURCH OF CHRIST – AULA # 2  
[3818 N MIDLAND DR, 79707](#)**

LUNES, 21 de OCTUBRE – VIERNES, 25 de OCTUBRE	8:00 AM – 5:00 PM
SABADO, 26 de OCTUBRE	7:00 AM – 7:00 PM
DOMINGO, 27 de OCTUBRE	1:00 PM – 7:00 PM
LUNES, 28 de OCTUBRE – MIERCOLES, 30 de OCTUBRE	8:00 AM – 5:00 PM
JUEVES, 31 de OCTUBRE – VIERNES, 1 de NOVIEMBRE	8:00 AM – 7:00 PM

**THE VILLAGE AT MANOR PARK – MARGARET COWDEN CLUBHOUSE -  
SPARKS GRAN SALA [5212 SINCLAIR AVE, 79707](#)**

LUNES, 21 de OCTUBRE – VIERNES, 25 de OCTUBRE	8:00 AM – 5:00 PM
SABADO, 26 de OCTUBRE	7:00 AM – 7:00 PM
DOMINGO, 27 de OCTUBRE	1:00 PM – 7:00 PM
LUNES, 28 de OCTUBRE – MIERCOLES, 30 de OCTUBRE	8:00 AM – 5:00 PM
JUEVES, 31 de OCTUBRE – VIERNES, 1 de NOVIEMBRE	8:00 AM – 7:00 PM

**El día de las elecciones, martes 5 de noviembre de 2024, debe votar en un centro de votación del día de la elección**

**Horario de votación el día de las elecciones: 7:00 AM – 7:00 PM**

Para más información, visite nuestro sitio web en: [www.co.midland.tx.us/elections](http://www.co.midland.tx.us/elections)

C. Discussion of and Request for Approval of the Amended Contract of Senate Bill  
1882 Partnership with IDEA - Travis Elementary School  
Presenters: Roberto Cedillo & Tucker Durham

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# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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**Meeting Date:** July 30, 2024

**Presented by:** Roberto Cedillo

**Subject:** Discussion of and Request for Approval of the Amended Contract of Senate Bill 1882 Partnership with IDEA - Travis Elementary School

### Action Item

#### **Financial Impact**

This agreement allows for the Operating Partner to receive additional SB 1882 Funds.

#### **Board Goals/ Strategic Plan Goals**

Board Goals 1-4

#### **Executive Summary**

Presentation and discussion of the 1882 partner, IDEA-Travis. This review by the Board of Trustees of the 1882 partnership contract is for amendments to the contract between Midland ISD and IDEA–Travis Elementary.

Amendment to the contract: The contract amendment contains revisions to Food Services, Payment Sources & Structure, Federal Funds, District Administrative Services, Enrollment Policies, and other language modifications.

#### **Recommendation**

Midland ISD recommends the approval of the updated contract.

#### **Motion**

Approve as presented

#### **Contact Person**

Roberto Cedillo, Deputy Superintendent

#### **Enclosure**

Agreement Between Midland ISD and IDEA Public School

**AGREEMENT BETWEEN**  
**MIDLAND ISD**  
**AND**  
**IDEA PUBLIC SCHOOLS**

This Agreement (the “Agreement”) is made and entered into as of March 25, 2019 (“Commencement Date”) by and between **MIDLAND INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, (“District”) and **IDEA PUBLIC SCHOOLS**, a Texas open- enrollment charter holder and nonprofit corporation (“Operating Partner” or “OP”) (together, the “Parties”) to operate TRAVIS ELEMENTARY SCHOOL (the “School”), or as modified by Paragraph 3.02 below. The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code (“TEC”) §§ 11.174 and 42.2511 (“SB 1882”), which allows this cooperative partnership between a public education institution and an open-enrollment charter holder to contract to operate an in-district charter authorized under TEC Subchapter C, Chapter 12.

**ARTICLE I. RECITALS**

- 1.01 Independent School District. The District is an independent school district created in accordance with the laws of Texas.
- 1.02 Authority to Contract. The Board of Trustees of the District is empowered by Texas Education Code (“TEC”), §§ 11.157 and 11.174, to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 Statutory Authorization. This Agreement is made pursuant to and in accordance with SB 1882, which allows school districts to partner with either an open-enrollment charter school or other eligible entity to operate a district campus, including an in-district charter as in this Agreement.
- 1.04 Charter School/Non-Profit Organization. IDEA PUBLIC SCHOOLS is a TEA accredited Subchapter D, Chapter 12 open-enrollment charter holder and an organization that is exempt or has applied for exemption from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. § 501(c)(3)), and is hereby contracted to operate a charter granted to the School under TEC Subchapter C, Chapter 12 and is eligible under TEC §§ 11.174 and 12.101(a) to operate the School.
- 1.05 Charter Granted & Term of Charter. On this Commencement Date, the District hereby grants the School a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.052, 12.0521, or 12.0522. This is an in-district charter with the lowest performance rating in accordance with TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit in TEC § 12.0522(c). The District shall ensure that the charter

is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2020 and expires on July 31, 2030 unless the specified performance goals set forth in Addendum A-3 are substantially met, as determined by the Board of Trustees of the District in accordance with TEC § 12.0531. Failure of the Texas Commissioner of Education to approve the Parties' relationship as an eligible partnership under TEC 11.174 shall render this Agreement null and void.

- 1.06 Consultation. The District has consulted with campus personnel regarding provisions to be included in this Agreement. The District's consultation with campus personnel will occur at a meeting on whereby personnel are able to ask questions and receive information. At that meeting, the District will inform campus personnel of the opportunity to apply for employment with OP and to potentially be assigned to the School and campus personnel understand that employment decisions and assignments shall be determined solely by OP and that OP and the District are not dual employers. OP will be the sole employer of its personnel and its personnel are subject to OP's Employee Handbook and OP's policies. District employees accepting a position with OP recognize that they do not have the protections afforded by current employment contracts with the District and that OP is not subject to TEC Chapter 21.
- 1.07 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

## **ARTICLE II. PURPOSE OF AGREEMENT**

- 2.01 Contract for Services. This Agreement constitutes a contract for services.
- 2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the campus level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by allowing the District to partner with OP to operate the School as an independent campus subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.
- 2.04 [Intentionally Deleted]

## **ARTICLE III. DEFINED TERMS**

- 3.01 School Campus. "School Campus" has the meaning assigned in the Texas Administrative Code Title 19, § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school campus operation.

- 3.02 Facilities. “Facilities” are defined as the building(s) located on the School Campus and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.
- 3.03 Material Breach. A “Material Breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by either Party to meet generally accepted fiscal management and government accounting principles, or comply with all Applicable Law under Paragraph 3.05.
- 3.04 Applicable Law. “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement under Article VI.

#### **ARTICLE IV. TERM AND TERMINATION**

- 4.01 Term. The term of this Agreement shall begin on the Commencement Date and end on June 30, 2030 (“Term”). At the end of the Term, and if the Agreement has not been terminated, then the Parties may elect to renew this Agreement on mutually acceptable terms in writing. In the event that no such renewal agreement is fully executed prior to the end of the Term, this Agreement be effectively “non-renewed” at the conclusion of the Term without further action being required of either Party. This Agreement is subject to the termination provisions detailed in this Article.
- 4.02 [Intentionally Deleted]
- 4.03 Termination Right to a Public Hearing. If the School successfully achieves the student outcome goals specified in **Addendum A-3**, attached, the District must hold two public hearing at least one week apart and at least sixty (60) days prior to any District action to terminate the Agreement. At least one of the two public hearings shall be held at the OP’s campus between 6PM and 8PM on a weeknight with at least five (5) days’ notice to OP and the Public. If the School fails to achieve the student outcome goals specified in **Addendum A-3**, the District shall not extend this Agreement without a public hearing at least sixty (60) days prior to any District action to extend or renew this Agreement. Only after conducting the above required public hearing(s), may the District’s Board schedule a meeting to take possible action on termination, and the Board must conduct at least two-readings of this action as described below in this section. Any deliberations among and action taken by the Board of Trustees shall be conducted in open session with specific notice on the Agenda(s) that the Board is considering and may take action to terminate OP’s contract. Any decision by the Board of Trustees to terminate or non-renew this Agreement pursuant to this subsection shall be accomplished by no less than a 75% affirmative vote of the full Board of Trustees with the vote and decision of the Board being confirmed through two meetings and two votes (each receiving 75% affirmative vote) of the Board held at least five (5) business days apart.

- 4.04 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District without penalty if termination is effective no sooner than the end of the then current school year.
- 4.05 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within 120 days after written notice by the non-breaching Party of such Material Breach. If OP terminates this Agreement because of the District's Material Breach that is not cured, then the District shall pay OP a transition fee of \$1,000,000.00 as liquidated damages. If the District terminates this Agreement because of OP's Material Breach that is not cured, then OP shall pay the District a transition fee of \$500,000.00 as liquidated damages. The Parties acknowledge that the transition fee is to cover teacher salaries, service agreement contracts, and other transition costs to support the transition after this Agreement is terminated under this Paragraph. Based on the above considerations, both Parties agree that it is reasonable for OP and the District to be paid in the amounts set forth above and that such amounts are intended by the Parties as compensatory and not punitive.
- 4.06 Termination Related to Academic Performance. The District may terminate this Agreement if the School is placed in one of the lowest two categories of school improvement for three (3) or more consecutive years in which it is operated by OP or fails to achieve any two of the goals specified in Addendum 3, attached, for three (3) or more consecutive years. Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the determination of student outcome goals. The District may terminate this Agreement for academic performance issues if the accountability pause from mandatory sanctions under TEC § 39.107(e) has not been extended by the Commissioner of Education.
- 4.07 Bankruptcy; Dissolution. This Contract will terminate immediately upon the (i) filing by any party of a voluntary petition in bankruptcy; (ii) adjudication of such party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; or (iv) the permanent dissolution of OP, or any valid assignee of OP, as a corporate entity.
- 4.08 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, including the repeal of authority for the District to grant a charter pursuant to Texas Education Code §§ 11.174 and 42.2511 or additional state funding, the Parties shall renegotiate the Agreement in good faith to resolve the matter. If the Parties cannot reasonably negotiate the Agreement within 60 days of the change in Applicable Law, then either Party may terminate this Agreement and no transition fee shall be paid to either Party.

- 4.09 Termination for Non-Appropriation. The obligations for payment by the District to OP under this Agreement constitute a commitment of current revenues only and does not create an impermissible debt. Likewise, the obligations of OP to expend any public funds for the School Campus costs and expenses constitute a commitment of current revenues only and does not create an impermissible debt. Either Party may terminate this Contract at the end of the current fiscal year in the Event of Non-Appropriation. As used herein, the term “Event of Non-Appropriation” shall mean the failure of either or both Parties to be appropriated any funds by the Texas Legislature. In the preceding sentence, the term “any funds” does not mean any funds allocated to district-charter partnerships. It means “any funds” allocated to either or both Parties. In other words, an Event of Non-Appropriate does not occur until either party receives or both parties receive zero funding from the State of Texas. In the Event of Non-Appropriation, each Party shall give as much notice as reasonably possible but, in no event, will give written notice less than forty-five (45) days before the end of the then current fiscal year.
- 4.10 Conflict Resolution. If there is any disagreement between the Parties concerning this Agreement or regarding provision of service between the Parties that cannot be resolved informally or between each Parties’ Superintendent or designee, then each Party agrees to submit such disagreement in writing and with supporting documentation to a Working Group established under Section 10.04 consisting of two delegates for each Party assigned by each Superintendent. The delegates for the Working Group shall not be from the Parties’ respective departments involved in the dispute. The Working Group shall meet with both Parties jointly and individually to hear the concern, evaluate the issue or concern and to make a joint recommendation to the Parties as to a resolution. The Superintendents for each Party shall receive and consider the recommendation of the Working Group in good faith and implement the Working Group’s recommendation, unless the Superintendents mutually agree to another resolution of the issue or concern.

## **ARTICLE V. RELATIONSHIP OF THE PARTIES**

- 5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and shall be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.
- 5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Furthermore, both Parties shall represent to third parties and shall disclaim to such third parties, the extent of that Party’s binding authority, which must be approved by the Parties’ respective governing boards held in accordance

with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed to in writing by the Parties.

- 5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the OP.
- 5.04 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for granting this Agreement. Further, no member of the governing body is or will be related within the first degree of affinity or consanguinity with any members of the District's Board of Trustees, Superintendent, or any staff member responsible for granting this Agreement or overseeing this Agreement.

#### ARTICLE VI. APPLICABLE LAWS

- 6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; and any amendments, interpretations, and reauthorizations of the foregoing.
- 6.02 Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School Campus or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. The Parties further agree that, except as provided in this Agreement, as identified in **Addendum A-2**, or required by Applicable Law, no provision, rule, or guideline of Texas law otherwise applicable to a governing body or school shall apply to the School or its operation.
- 6.03 Immunity. Nothing contained in this Agreement shall be read to waive the immunity granted by TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C. The Parties acknowledge, stipulate and agree that this Agreement is a contract for goods and services subject to Chapter 271, Subchapter I of the Texas Local Government Code in that OP is providing goods and services to the District, that the District is providing goods and services to OP, that this Agreement is duly authorized and properly executed by both Parties, and that immunity is waived as between the Parties for purposes of adjudicating any future claim for breach of this contract.

## ARTICLE VII. GOVERNING POLICIES

- 7.01 Limitation on Authority. An educational or administrative service necessary for operation of the School, but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service. Neither this paragraph nor this Agreement prohibits the District from contracting with another entity for the provision of services for the campus, but any and all services contracted for or performed for the School must be made in deference to and in accordance with the responsibilities detailed in this Agreement.
- 7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in **Addendum A-1** and other policies specified in **Addendum A-2**, as they currently exist or as they may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws.
- 7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting policies applicable to the School, other than the policies specified in **Addendum A-2**. All policies adopted by OP shall comply with Applicable Law.
- 7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School Campus. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, adoption, or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School Campus unless the District notifies the School otherwise in writing within 60 days of the waiver's application to the other school(s).

## ARTICLE VIII. PERFORMANCE REQUIREMENTS

- 8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in **Addendum A-3**, or as amended, are achieved. Performance objectives may include, but not be limited to, student proficiency, academic growth, and college readiness. Additional objectives as

well as a timeline may be developed for charters established at campuses that do not meet state accountability standards.

- 8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in **Addendum A-3** will be determined using the methods, indicators, and timelines specified in that Addendum.
- 8.03 Performance Consequences. The Parties agree to specific consequences in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in **Addendums A-4** and **A-5**.
- 8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in **Addendum A-3** and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.
- 8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP under **Addendum A-3**. The District shall provide 48-hours' notice of any performance monitoring visit to OP's campus leader or executive director, except in the event the District provides less than 24-hours' notice, the OP's campus leader or executive director must approve the visit before such visit may take place. The District shall share the results or findings/observations of any performance monitoring with OP as soon as any report or documentation is completed.

### **ARTICLE IX. RESPONSIBILITIES**

- 9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum and the instructional program. In accordance with Paragraph 11.01, OP shall have sole authority to select, reassign at the School, or request removal by the District of District employees. OP shall have sole authority to hire or terminate OP's employees. OP must employ at least one employee at the School.
  - 9.01.1 *Administration.* OP shall select and manage the School's Executive Director, Principal, Assistant Principal, and any other role designated as an administrator, who may be employed by either the District or OP. The OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment for its employees.
  - 9.01.2 *Teaching Staff.* OP shall hire and supervise the School's teachers, teaching assistants, para- professionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employees solely of OP. District personnel may apply for employment with OP and OP agrees to interview and give fair and adequate consideration to any District employees applying for employment with OP, consistent with OP's equal employment

opportunity laws and policy. Hiring decisions are within OP's sole authority and discretion.

- 9.01.3 *Miscellaneous.* OP shall also hire and supervise the School's guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and any other role directly involved in overseeing/creating academic curriculum, who shall be employees of OP.
- 9.01.4 *Substitute Teachers.* OP shall be responsible for employing substitute teachers to the School.
- 9.01.5 *Special Education:* The OP shall have authority to oversee the School's Special Education program. OP shall comply with State and Federal laws governing students with disabilities including but not limited to the IDEA and Section 504. As the LEA chiefly responsible for identifying and serving students with disabilities, the OP shall retain final authority in Special Education litigation matters, but the OP, subject 19 TAC § 97.1075(c)(2)(B) and to each child's IEP, shall have final authority regarding the day-to-day learning environment, services, and expectations for students who receive Special Education services.
- 9.01.6 *Custodial Services:* The OP shall maintain the School Campus and Facilities by overseeing and contracting for the maintenance of the campus via janitorial staff, and necessary repair work.
- 9.01.7 *Food Services.* Unless otherwise agreed upon by mutual written agreement between the parties, the OP shall provide food and cafeteria services to the School Campus. The OP shall provide food and cafeteria services in accordance with applicable federal, state, and local laws and regulations. OP is responsible for the distribution and collection of meal applications for all students.
- 9.02 District Responsibilities: The District shall maintain control of and shall be responsible for all non-academic and non-curriculum staff and personnel, which includes but is not limited to the below, subject to OP's annual election of individual services described in section 14.04.
- 9.02.1 *Maintenance:* The District shall provide utilities as a buyback service to the OP upon mutual consent of both parties. The District shall be responsible for all structural (including roof, exterior walls, foundation, structural/load-bearing components), windows, doors, mechanical, electrical, plumbing, groundskeeping and HVAC maintenance, repair and replacement if necessary.
- 9.02.2 *Record Keeping:* District and OP will coordinate record keeping and compliance with state law. OP will use the District's record keeping Student Information System (SIS) required by the Texas Education Agency's Public Education Information Management System (PEIMS) data reporting. OP will provide a technology solution that connects both Parties' SIS systems. OP will also work with District to develop a mutually agreeable method by which OP will share all

relevant and required student performance data, including data related to Addendum 3, and all information required by PEIMS.

9.02.3 *Transportation*: The District shall provide all necessary transportation to and from the School and school related activities and to and from the School and a regular student transportation route. Any transportation needs outside of the District's regular schedule shall be contracted back to the District and paid for by OP.

9.02.4 [Intentionally Deleted]

9.02.5 *Security and Safety Services*: The District shall provide security and safety services for the campus in the same manner which is made available to other District campuses. These services include but are not limited to on-call police service, security cameras, and key and lock badge swipe system for the building.

## **ARTICLE X. SCHOOL OPERATIONS**

10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as **Addendum A-10**. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within 30 days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.

10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School Campus.

10.03 OP's Executive Director ("Ex. Dir."): The Chief Administrator of the School shall be the Ex. Dir., who shall be employed by and supervised by the OP. The Ex. Dir. shall oversee the School's day- to-day operations. The Ex. Dir. shall be assigned to record, prepare, disseminate, and maintain meeting minutes. The School's overall educational framework, mission, budgetary approval, and policies shall be developed and adopted by OP with input from the Working Group. The School shall be subject to the direction, control, policies, practices, and procedures of the Ex. Dir., subject to the requirements of this Agreement and input from the Working Group. The Ex. Dir. shall ensure that the curriculum meets the requirements of state law, subject to the academic program review and input from the Working Group.

10.03.1 *Principal*. The head of the School shall be the School Principal, who shall be subject to the control of the Ex. Dir. and who shall be invited to attend any Working Group meetings, if requested.

10.03.2 *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Ex. Dir.

10.04 Working Group. The OP and District shall jointly appoint a Working Group to be regularly consulted and give advice regarding day-to-day operations of the School. The

Working Group shall consist of five (5) members: two (2) appointed by the District, two (2) appointed by OP, and the fifth member shall be appointed by the four (4) appointed members. In the event that the four (4) members cannot reasonably choose a fifth member, the two (2) members appointed by OP shall recommend a person and the two (2) members appointed by the District shall recommend a person, and the fifth member shall be selected by casting lots. Each member spot shall be replaced in the manner in which the member was appointed (e.g. if a member appointed by the District leaves, the District shall appoint the replacement member). The Working Group shall meet no less than twice during the first year of partnership, and no less than once in each successive year, in order to consider and discuss any matters related to the School’s operations and report back to the Parties. The District and OP shall have access to any and all meetings, meeting records and minutes. No District Board of Trustees member shall serve on the Working Group.

10.05 Grade Levels and Additional Facilities. OP intends to serve students in the following grade levels for each of the school years within the term of this Agreement:

Agreement Year	School Year	Student Configuration	Grade
1	2020-2021	PreK-6	
2	2021-2022	PreK-7	
3	2022-2023	PreK-8	
4	2023-2024	PreK-9	
5	2024-2025	PreK-10	
6	2025-2026	PreK-11	
7	2026-2027	PreK-8	
8	2027-2028	PreK-8	
9	2028-2029	PreK-8	
10	2029-2030	PreK-8	

OP may determine to adjust the grade levels served each school year if OP determines, in its sole discretion, that such adjustments are the in best interest of students. OP must timely notify District of its decision to adjust grade levels for an upcoming school year.

10.05.1 Students in grades 9 through 12 may be served under this Agreement provided that additional facilities are provided by OP. OP either shall provide additional facilities at a location away from MISD-Owned Facility located at 900 East Gist Avenue in Midland, Texas 79701 or shall install portable classrooms at the MISD-Owned Facility located at 900 East Gist Avenue in Midland, Texas 79701.

10.05.2 OP shall be responsible for all costs associated with providing additional facilities at a location away from MISD-Owned Facility or for installing portable classrooms at MISD-Owned Facility for the purpose of serving grades 9 through 12. The District shall not be responsible for providing any additional

facilities and shall not be obligated to take any action to assist OP in obtaining additional facilities for the purpose of serving grades 9 through 12. OP shall notify the District if OP applies for TEA approval of an expansion amendment to its charter contract with the State of Texas under Texas Education Code, Chapter 12, Subchapter D during the period of OP's charter contract with the District under Texas Education Code, Chapter 12, Subchapter C to serve students who reside within the geographical boundary of MISD. Within five calendar days of the District's receipt of such notification from OP, the District may engage OP in a dialogue regarding the potential for any approved Subchapter D expansion to become an additional Subchapter C campus. If the District desires to partner with OP to operate one or more additional campuses, then the Parties shall attempt to negotiate a separate SB 1882 Partnership Agreement for operation of the additional campus (es). However, if the Parties cannot negotiate a partnership agreement that is acceptable to each party's governing board within 30 calendar days of OP's notice, then no additional partnership agreement will be formed and OP may proceed with its Subchapter D expansion as permitted by the Texas Education Agency.

- 10.06 Attendance Zone. The School's Attendance Zone ("Attendance Zone") shall be defined by District from time to time as the MISD school board adopts and amends the attendance zones for the school campuses within the MISD geographic boundary.
- 10.07 Enrollment Policies. Any student who resides in the Attendance Zone of the School's campus as it existed before the operation of the School Campus under this Agreement may attend the School and may not be refused enrollment, provided the student timely submits a completed application for enrollment to the OP.
- 10.08 Admissions and Enrollment Process. OP and District shall develop a student admissions process for the School that ensures all students who reside in the Attendance Zone receive sufficient notice regarding the School's admissions process and have a meaningful opportunity to enroll at the School. This process must be designed and implemented so that students who reside in the Attendance Zone have priority admission to the School, provided that prioritized students timely notify OP of their intent to enroll. Any student who resides in the School Attendance Zone who declines the opportunity to enroll at the School or who fails to timely complete the enrollment process shall be assigned by MISD to attend another MISD School, subject to the outcome of the OP lottery process described in Paragraph 10.08.2 below. In addition, the following applies to the admissions and enrollment process:
- 10.08.01 OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.
- 10.08.02 The admissions process must be designed and implemented so that the School's final enrollment for the an upcoming school year is determined not later than May 1<sup>st</sup>. OP and District must collaborate to ensure that effective communication is delivered to students who reside in the Attendance Zone regarding the deadlines applicable to the admissions and enrollment process,

Any student who resides in the Attendance Zone and misses the deadline for priority enrollment must be afforded the opportunity to apply for admission through the lottery process described below.

- 10.08.03 Campus Lottery. Following the priority admission of students who live in the Attendance Zone and who have timely applied for and accepted enrollment in the School for the upcoming school year, OP will conduct a lottery if more students apply for admission to the School than the campus has seats available. Any required lottery will be weighted so that students who reside in the Attendance Zone of the School's campus have priority, followed by students residing in the District, and then followed by all other students. The OP's lottery criteria shall also give consideration for enrolled siblings, children of the OP's employees, and intra-IDEA student transfers, but for the 2020-2021 school year, none of these applicants shall take priority over student's previously enrolled in the school.
- 10.08.04 Beginning for the 2021-2022 enrollment process, OP will participate in the district's unified enrollment system, Apply Midland, and work with the district to establish IDEA lottery criteria within that system which will give priority to students living in the neighborhood attendance zone.
- 10.08.05 All students attending the School shall be enrolled in the District.
- 10.09 Student Eligibility. Subject to the enrollment provisions detailed in this Article, OP shall have authority to determine the criteria for student eligibility. OP's determination shall be limited by SB 1882 and accompanying rules and regulations.
- 10.10 Discipline and Expulsion Policies. OP will utilize the District's Disciplinary Alternative Education Placement ("DAEP") on a prorated per student per day cost as based on the principal's discretion in alignment with District practices. The District shall schedule the student's DAEP based on available space. OP shall re-admit students placed in the District's DAEP. The OP's Student Code of Conduct incorporates, and the OP will abide by, all Applicable Laws concerning due process and concerning the discipline of students with disabilities applicable to a Subchapter C charter school. A student enrolled at the campus may appeal a disciplinary decision to the IDEA Board of Directors only as permitted by the OP's Student Code of Conduct. Any decision of the IDEA Board of Directors concerning a student's enrollment at the School Campus is final and may not be appealed further.
- 10.11 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than 45 days before start of school.
- 10.12 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required but may participate in District training events or other meetings where the District has space available. OP agrees that all School staff shall

comply with and receive training required by Applicable Law. District staff may also attend and participate in OP training where there is space available.

- 10.13 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement.
- 10.14 Technology Infrastructure; Network Services. To the extent required in the separate lease agreement executed between the Parties, the District shall be responsible for providing, repairing, and maintaining technology infrastructure and network services (i.e., inclusive of current internet and phone systems) at the School to the extent reasonably necessary to permit OP to establish its own internet and phone service at the School of a standard reasonably comparable to other District schools. OP shall provide the District with a list of equipment purchased and collaborate with the District to ensure consistency between the standard equipment and the needs of the School. The initial information technology equipment located at the School as of the commencement of the Term is included in the term "furnishing."
- 10.15 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the OP or the School Campus.
- 10.16 Communications with Students' Parents. The Parties agree to jointly approve a protocol for communications with students' parents within 60 days of the execution of this Agreement. The Parties understand and agree that OP shall have sole authority to develop and distribute information to potential students and their families regarding IDEA Public Schools and its plans for operating the School Campus.

#### **ARTICLE XI. STAFFING**

- 11.01 Employment. OP shall be the employer and have all initial and final authority for staffing the School as described herein and for all personnel decisions. Personnel and staff of the School that are employees of OP must participate in the Teacher Retirement System of Texas ("TRS"). OP shall notify TRS of its eligible employees who participate in TRS.
- 11.02 [Intentionally Deleted]
- 11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.12, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel,

applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check. OP and the School's employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087, and shall adhere to any District policies relating to TEC §§ 21.006 and 22.087 that are included in Addendum A-3. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's principal, School's Ex. Dir., or School's Working Group within seven (7) business days of notice. OP shall comply with any subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, OP also understands that the District's Superintendent may investigate and report any educator misconduct of a District employee that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics. OP's failure to comply with this paragraph's reporting requirements shall amount to a Material Breach of this Agreement.

- 11.04 Child Abuse Reporting. All District and OP employees working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code § 61.1051.
- 11.05 Certified Personnel. The District's personnel assigned to the School shall be certified for the position for which they are assigned unless OP selects a District employee who is not certified for an assignment, and the District agrees to the assignment. OP may directly employ an uncertified person for an assignment, but shall otherwise verify and monitor the employee's competence and capacity to perform the assignment.
- 11.06 Employment Records. OP is responsible for maintaining the employment records for all School Personnel (both District employees and OP employees). The employment records of District employees are the property of the District and OP shall make these employment records available to the District. All employment records of OP employees only are the property of OP.
- 11.07 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.
- 11.08 Non-Solicitation. Both parties agree not to hire any employee from the other organization without first conducting a reference check with the employee's current supervisor (or HR department, if preferred by supervisor). For lateral hires, both parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to its current employer, then current employer must determine whether to release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the

transfer window, both organizations agree to work together to ensure that the transition does not unnecessarily negatively affect student learning.

- 11.09 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.
- 11.10 Nepotism Restrictions. The School shall comply with all nepotism restrictions as more fully described in **Addendum A-10**, including its ATTACHMENT, both of which are attached to this Agreement. All persons employed by School prior to the effective date of this Agreement will be considered grandfathered in and exempt from nepotism restrictions.

## **ARTICLE XII. ACADEMIC PLAN**

- 12.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code § 74.2 (relating to Description of a Required Elementary Curriculum) or § 74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at that campus. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined populations.
- 12.02 Educational Plan. OP will implement the education plan described in its proposal to operate the School, attached as **Addendum A-7**. OP will ensure that curriculum satisfies the minimum requirements outlined in 19 Texas Administrative Code §§ 74.2, 74.3. OP agrees to notify the District of any significant alteration of this plan.
- 12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills (“TEKS”), or its successor, and any other standards that may be required under Applicable Law.
- 12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state or federal law.
- 12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered by OP for its enrolled students. Beginning with the 2023-2024 school year, students enrolled at the School may not participate in extra-curricular activities offered at other campuses within the District.
- 12.06 Student Behavior. Students enrolled at the School will be required to follow the OP’s Student of Code Conduct. OP reserves the right to develop its own Code of Student Conduct. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least 30 days in advance of implementation. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District the actual cost for any student OP assigns

to the District's DAEP or pay the county the actual cost for any student OP assigns to the county's JJAEP.

- 12.07 Due Process. OP will ensure that due process is afforded with respect to student removals and expulsions.

### **ARTICLE XIII. FACILITIES**

- 13.01 District-Provided Facilities. The District shall enter into a commercial lease agreement with OP in the form provided as Addendum 8 (the "Lease Agreement") to lease as school campus and related facilities, including classrooms, administrative offices, cafeteria, gymnasium, office furniture, equipment, and storage areas for the School at \$1.00 per year and as detailed in the Lease Agreement between the parties. The District shall provide utilities in accordance with the separate lease agreement. The parties may expand or reduce the amount of space allotted to use by OP during the lease term as mutually determined and agreed upon by the parties. Facilities do not include classroom materials (e.g. books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum.

13.01.1 *Lease Term*. The Lease Agreement will have an initial term of Ten (10) years, which may be renewed by OP for three (3) additional five (5) year terms, and thereafter as otherwise agreed to by the parties. At no point shall the Lease Agreement continue beyond this Agreement, except for in the limited instance that this Agreement is terminated the same year that the School successfully achieves its student outcome goals specified in **Addendum A-3**, and as described in Paragraph 4.03 above. Otherwise, the Lease's term shall coincide with this Agreement's terms.

- 13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District.

- 13.03 Permitted Use. By a date that is mutually agreeable by both parties and not later than two weeks after the last school day of the 2019-20 school year, the OP may use and occupy the Facilities solely for the operation of the School as permitted by the Lease Agreement and Applicable Law.

- 13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms and as set forth in the separate Lease Agreement, the District may supply chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at the District. Such furniture and equipment may not include classroom materials (e.g. books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum. OP also may furnish other furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program. Unless otherwise stated in the Lease Agreement, the title to all furniture and equipment supplied by the District for use by OP remains vested in the District. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the campus.

- 13.05 Fixtures and Alterations. As set forth in the separate Lease Agreement, OP may attach non-permanent materials and fixtures to the walls of the School's classrooms. OP shall not make any other alterations (including adding/removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises unless permitted in the Lease Agreement or with written consent of the District.
- 13.06 Order and Maintenance. Subject to the terms of the Lease Agreement, OP shall keep the School classrooms and any other portion of the District's premises, such as office space and storage area used exclusively for OP in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. The District shall maintain all other portions of the School in a neat and orderly manner. OP shall immediately (no later than 12 hours of discovery) notify the District of any immediate and urgent repairs needed at the School.
- 13.07 Insurance Coverage. In addition to the requirements of Article XVII below, each Party, at its own expense, shall maintain its own insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows:
- 13.07.1 Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the Term:
1. Automobile insurance to cover losses for motor vehicles accidents by that Party; and
  2. Workers Compensation insurance as may be required by Applicable Law for that Party.
- 13.07.2 The District shall obtain and maintain property insurance for the Facility leased to OP, naming the OP as additional insured on each policy and endorsement. Each Party may elect to carry insurance to insure its own personal property located at the School.
- 13.07.3 Neither Party will be responsible for the negligence or liability of the other Party.
- 13.07.4 Each Party shall be responsible for the management and supervision of claims relating to its own operations.
- 13.08 Surrender of the Facilities. Except for the limited instance provided in 13.01.1 above, on the termination of this Agreement, the separate Lease Agreement shall be automatically terminated and OP shall surrender the Facilities to the District, OP shall leave the Facilities in good condition and repair. OP shall return and surrender to the District all

exterior door keys, interior door keys, mailbox keys, and security access cards. The obligations under this Section shall survive the termination of this Agreement.

13.09 District-Owned Facilities. The Parties agree that Sections 13.01-13.08 apply exclusively to the facilities owned by MISD that are located at 900 East Gist Avenue in Midland, Texas 79701. Paragraphs 13.01 through 13.08 in this Agreement do not apply to any facility used for the School that is owned and managed by the OP. The Lease Agreement between the parties for this District-owned facility, which was first executed between the parties on August 5, 2019 and later amended on August 9, 2022, shall continue in effect in accordance with the terms and conditions adopted therein.

13.10 OP-Provided Facilities. The Parties hereby agree that Sections 13.10-13.18 shall apply exclusively to any Facility used for the School that is owned, operated and managed by the OP. The OP shall enter into a commercial lease agreement with the District that permits the District to use OP's Facility as a secondary campus for the School at a rate of \$1.00 per year and as detailed in the Lease Agreement between the parties. The OP shall provide utilities in accordance with the separate lease agreement. The parties may expand or reduce the amount of space allotted to use by the District during the lease term as mutually determined and agreed upon by the parties. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum.

*13.10.1 Lease Term.* The Lease's term shall coincide with the term of the 1882 Partnership Agreement between the Parties.

13.11 Ownership. The Parties acknowledge that all OP-owned facilities are owned by the OP.

13.12 Permitted Use. The District may use and occupy OP-owned facilities only as permitted in the Lease Agreement between the parties.

13.13 Furniture and Equipment for Classrooms and Instructional Areas. OP shall be responsible for providing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program. In consultation with the OP regarding the furniture and equipment needs of the OP classrooms and as set forth in the separate Lease Agreement, the District may provide additional furniture and equipment for classroom and instructional areas. The District has no obligation under this section to provide additional furniture or equipment for the OP Facility. Unless otherwise stated in the Lease Agreement, the title to all furniture and equipment supplied by the District for use by OP remains vested in the District. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the secondary campus.

13.14 Fixtures and Alterations. The District may attach fixtures or make alterations to the OP-owned Facility only permitted in the Lease Agreement between the parties or with written consent of the OP.

- 13.15 Order and Maintenance. OP shall comply with the Applicable Laws regarding standards of safety and health of students and shall be responsible for routine maintenance and major repairs of its facility including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. The District shall not be responsible for any maintenance or repairs to the OP Facility.
- 13.16 Insurance Coverage. In addition to the requirements of Article XVII of this Agreement, each Party, at its own expense, shall maintain its own property insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows unless otherwise stated in the Lease Agreement between the parties:
- 13.16.1. Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the Term:
1. Automobile insurance to cover losses for motor vehicles accidents by that Party; and
  2. Workers Compensation insurance as may be required by Applicable Law for that Party.
- 13.16.2. The OP shall obtain and maintain property insurance for the Facility leased to the District, naming the District as additional insured on each policy and endorsement. Each Party may elect to carry insurance to insure its own personal property located at the OP-owned facility.
- 13.16.3. Neither Party will be responsible for the negligence or liability of the other Party.
- 13.16.4. Each Party shall be responsible for the management and supervision of claims relating to its own operations.
- 13.17. Surrender of the Facilities. Upon termination of the Partnership Agreement, the separate Lease Agreement between these Parties shall be automatically terminated and the District shall surrender any occupation of the Facilities to the OP in a reasonable time frame in accordance with the terms of the Lease Agreement. The District shall leave any occupied spaces in the OP's Facilities in good condition and repair. The District shall return and surrender to the OP all exterior door keys, interior door keys, security access cards, and the like. The obligations under this Section shall survive the termination of this Agreement.

- 13.18. Adjustment to Per Pupil Allotment. To the extent that the per pupil allotment from the District to the OP pursuant to Article XIV of this Agreement withholds funding from the OP specifically for maintenance of the District's facility located at 900 East Gist Avenue in Midland, Texas 79701, then no such withholding shall occur for students who are enrolled at and attending an OP-owned facility.

#### **ARTICLE XIV. FINANCIAL MATTERS**

- 14.01 Payment Sources & Structure. The Parties understand that this Agreement entitles OP to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive, as well as federal funds received for services provided to students enrolled at the School, and to receive additional Senate Bill 1882 funds ("SB 1882 Funds") for those eligible students due to this partnership Agreement as described in this Article. For purposes of this Agreement, FSP funds are based primarily on the weighted average-daily attendance ("WADA") allocation received by the District under TEC Chapter 48, Tiers I and II for eligible students enrolled in the District and in actual attendance at the School.
- 14.02 Federal Funds. Federal and state funding must be spent as approved and designated by Federal and State agencies. Federal funds will be made available to OP in the same manner funds are provided to all other campuses in the district based on a per-student allocation and in alignment with Federal guidelines. The District can retain up to the maximum Federal guideline for district reserves. The OP will provide supporting documentation as requested of all campuses for all purchases and payroll transactions to demonstrate compliance with federal and state guidelines prior to seeking any reimbursement and will follow all district-imposed deadlines for completion of purchases and payroll obligations. These payments include but are not limited to money allocated as entitlements to the District for Title I, Title II, Special Education, Bilingual Education and other federal programs. The Parties agree and assume all responsibility that any federal funds received pursuant to this Agreement shall be used strictly in accordance with the federal program requirements. OP admits knowledge of and agrees that the District's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any such grant funds from TEA. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program at the School, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. If OP obtains a federal or state grant specifically for the School Campus and for a cost originally assigned to the District, OP shall use the grant money for the cost and the District shall not pay for the cost.
- 14.03 District Administrative Expenses. Required and optional services are outlined in Addendum A-11. OP may not elect out of required administrative expenses. Throughout the Term of this Agreement, the District shall retain 9.17% of all FSP Funds and 7.5% of SB 1882 funds for District administrative services, including mandatory state and federal reporting and data system administration, cost for items outlined under the District's responsibility in Section 9.02, and charter authorization oversight ("District

Funds”). OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School (“OP Funds”). During the entire Term of this Agreement, actual costs for the following services will be deducted from the monthly payment made to the OP: utilities at the School Facility, Nurse payroll cost for services at the School Facility, warehouse and health supply, CNS charges for students assigned to the District’s DAEP, and the cost for any student assigned to the District’s DAEP in accordance with Paragraph 12.06. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School’s students.

14.04 Individual Service Pricing. The District may annually publish a service menu and price list (**Addendum A-11**) for educational and support services other than or in addition to what the District is required to provide under Paragraph 9.02. If the District opts to publish a service menu and price list, the District must do so no later than April 1 for the following school year. Such services may include but are not limited to: professional development; participation of School students in extra-curricular activities; transportation for field trips; and transportation needed on days in which the District is not operating (if the School operates on a different schedule than other District schools). Prices will be stated in a per-pupil, per-square foot, or per-day basis format. Prices will be the at-cost prices for District schools. OP may select any, all, or none of the published services at its own discretion. Should OP utilize a service on the menu, the District will reduce OP’s monthly payment for the services provided in the month following performance of the service.

14.04.1 Student Health Services. The District shall make available as a buy-back service the School Campus nurse and student health services. The District shall work with the OP on the assignment of a Registered Nurse to the campus.

14.05 Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of each month during the term, and shall be made payable directly to IDEA Public Schools. In the event that the 15th shall fall on a Saturday or Sunday, payment shall be made on the following Monday. In the event that the 15th shall fall on a holiday, payment shall be made on the preceding day or preceding Friday as applicable. Payments shall be issued on an average monthly basis, over 12 equal periods, provided that the 12th payment may be withheld by the District to allow for any required adjustments for the reasons stated below. The district will use the template for estimating state aid located on Region 13’s website for revenue estimates and determining the earned allocations. The estimated weights will be adjusted to actual weights for purposes of determining the compensation hereunder and the amount of the 12th month payment.

14.06 Settle-up. The budget is an estimated financial plan that is available prior to the beginning of the school year based on the template for estimating state aid. The estimated ADA and weights will be adjusted to actuals based on PEIMS end of year and the Texas Education Agency (TEA) Summary of Finance (SoF) to determine earned allocations. The actual amounts earned and expenditures charged are not fully known until December of the

following school year and settle-ups will be completed by December 15 of the year following the applicable school year.

- 14.07 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at the School. In the event that such funding is not received or reduced, the District shall not be obligated to OP in any amount, and any prior payments made by the District shall be retained by OP in consideration of and as payment for educational services provided to the date of such termination. This Section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding as a result of a failure by the District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas.
- 14.08 Procedure for Initiating Payment. By January 31 of each calendar year under this Agreement, OP shall submit its projected enrollment for the upcoming school year to the District, which shall use the projected enrollment to calculate the monthly payments for the next school year. The attendance rates and percentages of special population students, such as LEP and economically disadvantaged shall be calculated based on an average of the prior two (2) completed school years.
- 14.09 Refund upon Termination. In the event of termination during the Term of this Agreement, or an over allocation determined under TEC § 48.272 or otherwise, OP agrees to refund to the District within ninety (90) days of the date of termination, any advanced but unearned funds.
- 14.10 [Intentionally Deleted]
- 14.11 Contracting, Purchasing and Procurement. OP may establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. OP will ensure compliance with applicable state and federal contracting and payment laws. OP reserves the right to contract for any services it deems beneficial in operation of the School.
- 14.12 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. The Parties shall comply with the financial performance goals detailed in **Addendum A-4**, which shall include, but is not limited to a completion of OP's annual financial report, receipt of an unqualified audit opinion, and specific consequences in the event that OP does not meet the financial performance goals. In addition to any audits required by Applicable Law, OP shall submit to the District within 180 days following the end of each fiscal year during the Term of this Agreement, financial statements audited by an independent certified public accountant. The District shall also retain the right to conduct at its own expense its own campus audit of the School Campus as it deems necessary. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event

an audit occurs and both Parties agree that any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.

- 14.13 OP's Acceptance and Use of Private Philanthropic Support. The Parties acknowledge that OP raises private philanthropic funding to support the costs of its school campus operations across its entire nationwide network of public charter schools. The District acknowledges and agrees that any philanthropic support raised by OP to support the School campus will be accepted and used at the OP's sole discretion for the benefit of the students.
- 14.14 Financial Addendum. Parties understand and agree that the funding provisions in Article 14 shall be followed as generally depicted on the spreadsheet attached to this agreement as Exhibit A.

#### **ARTICLE XV. RECORDS AND REPORTING**

- 15.01 Records Management System. The District shall maintain a records management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.
- 15.02 State and Federal Reporting. OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District, provided that the manner of reporting or correction requested is not unduly burdensome to OP. The parties shall work cooperatively to develop of an efficient system of data collection and reporting process that eliminates duplication of effort to the largest extent possible.
- 15.03 Lawful Disclosure. To the extent that OP or the District will come into possession of student records and information, and to the extent that OP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both parties agree to comply with all requirements of the FERPA and the Texas Public Information Act. In the event that the District is required to furnish information or records of the School Campus pursuant to the Texas Public Information Act, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the Texas Public Information Act.

#### **ARTICLE XVI. INTELLECTUAL PROPERTIES**

- 16.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents,

and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials, but each party has a license to use the other party's proprietary materials for the entire term of this Agreement so long as prior written approval is secured from the other Party and proper attribution is made. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

- 16.02 Name. OP owns the intellectual property right and interest to the name "IDEA Travis Academy" or "Travis College Preparatory." The Parties agree that the name "IDEA Travis Academy" or "Travis College Preparatory" may be used by either Party during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the name "IDEA Travis Academy" or "Travis College Preparatory" for its own individual purposes.

## **ARTICLE XVII. INSURANCE**

- 17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School Campus or any event arising therefrom. The District shall maintain casualty insurance on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School Campus, in substantially the same manner as it maintains such insurance with respect to other District schools. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to self-insure part or all of said insurance coverage in the District's sole discretion. In the event that the District elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, the District shall make funds available to the same extent that they would have been available had such insurance policy been carried.
- 17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as

additional insureds. Evidence of insurance shall be delivered to the District on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

- 17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.
- 17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.
- 17.05 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.

#### **ARTICLE XVIII. MUTUAL INDEMNIFICATION**

- 18.01 **TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO COMPLY WITH THE FOLLOWING MUTUAL INDEMNITY PROVISION:**

**To the extent permitted by law, EACH PARTY covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the OTHER PARTY and the elected officials, employees, officers, directors, volunteers and representatives of the OTHER PARTY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the THE OTHER PARTY directly or indirectly arising out of, resulting from or related to the activities under this AGREEMENT, including any acts or omissions of EITHER PARTY, any agent, officer, director, representative, employee, consultant or subcontractor of EITHER PARTY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the EITHER PARTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT OR THE OP UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this MUTUAL INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**EACH PARTY shall advise the OTHER PARTY in writing within 24 hours of any claim or demand known by the PART that is against the EITHER PARTY and is related to or arising out of the activities under this AGREEMENT.**

### **ARTICLE XIX. SERVICE-LEVEL AGREEMENTS**

- 19.01 District Authority. To the extent that the District assumes the responsibilities set forth in Paragraph 9.02 of this Agreement, the District has sole decision-making authority regarding the delivery of any service selected by the OP. The District shall coordinate and cooperate with OP to determine dates of contracted service at the School and OP shall allow service contractors on School grounds absent any serious and legitimate complaints or concerns.

### **ARTICLE XX. GENERAL AND MISCELLANEOUS**

- 20.01 Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract.
- 20.02 Severability. The parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties.
- 20.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 20.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Midland County, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Midland County or in the United States District Court for the Western District of Texas, Midland Division.
- 20.05 Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this Agreement.

- 20.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.
- 20.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 20.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 20.09 Amendment. Any future amendment to this Agreement shall be in writing and signed and agreed to by both Parties.
- 20.10 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the OP:**

Dr. Jeffrey Cottrill, CEO  
 IDEA Public Schools  
 2115 West Pike Blvd.  
 Weslaco, TX 78596  
 Email:  
[jeffrey.cottrill@ideapublicschools.org](mailto:jeffrey.cottrill@ideapublicschools.org)

*With a copy to:*  
 Joseph Hoffer  
 Schulman, Lopez, Hoffer & Adelstein, LLP  
 Email: [jhoffer@slh-law.com](mailto:jhoffer@slh-law.com)

**If to the DISTRICT:**

Dr. Stephanie Howard, Superintendent  
 Midland Independent School District  
 615 W. Missouri Ave.  
 Midland, TX 79701  
 Email: [stephanie.howard@midlandisd.net](mailto:stephanie.howard@midlandisd.net)

*With a copy to:*  
 Chad Crowson, General Counsel  
 Midland ISD  
 Email: [chad.crowson@midlandisd.net](mailto:chad.crowson@midlandisd.net)

Amended on this 30<sup>th</sup> day of July, 2024:

By: \_\_\_\_\_  
 CEO and Superintendent  
 IDEA Public Schools

By: \_\_\_\_\_  
 Board President  
 Midland ISD

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

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

# IDEA Travis Academy

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**July 30, 2024**

**Midland ISD & IDEA - Travis Contract Amendment**





# IDEA-Travis



## School Overview

<b>Location</b>	900 E. Gist Avenue	<b>Grades Served</b>	Pre-K - 9
<b>Leadership</b>	Iliana Bermea, Principal	<b>Board Members</b>	Chair: Collin Sewell Vice-Chair & Sec.: Ed Rivera Treasurer: Erich Holmsten In Memoriam: Al Lopez Member: Gary Lindgren Member: Theresa Barrera-Shaw Member: Nanette Cocero Member: Connie Miner
<b>First Charter Year</b>	2019	<b>Total Enrollment Eco. Dis. %</b>	1,178 as of 5/24 80.18%
<b>Charter Term</b>	2019 - 2030	<b>Overall Rating</b>	2021 - 2022: B (88)
<b>Recent actions</b>	Approved contract amendment June 2023	<b>Current Performance Contract Term</b>	2020 - 2025

# IDEA Travis

Performance Measure #1	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
State Campus Report Card	D (Not Rated)*	D (B)	C (Pending Action)**	C (Pending)	B

Performance Measure #2 Student Progress	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
School Progress Domain based on State Accountability Domain Rating	D (Not Rated)*	C (A)	C (Pending Action)**	B (Pending)	B

Performance Measure #3 School Performance Framework	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
School Performance Framework (SPF) Based on the final development of the SPF and student population enrolled at IDEA Travis Academy, 2020-2021 will be utilized to determine a baseline score band for the SPF.***	<del>OP will have two years after partnership begins before it is held accountable under the MISD SPF; however, the OP will still report data* for the SPF to MISD on an annual basis.</del>		<del>Set specific target for SPF based on SPF development and review of two years of SPF data</del>	<del>Set specific target for SPF based on SPF development and review of two years of SPF data</del>	<del>Set specific target for SPF based on SPF development and review of two years of SPF data</del>

\* Given the impact of COVID-19, all districts and schools received a label of Not Rated: Declared State of Disaster for their 2019-20 and 2020-21 accountability ratings

\*\* Pending action due to current litigation involving a lawsuit from school districts against the Texas Education Agency

\*\*\* Due to transition of personnel the School Performance Framework targets were never set.

# Contract Amendments



- ❖ **Enrollment Policies**
- ❖ **Food Services**
- ❖ **Payment Sources & Structures**
- ❖ **Federal Funds**
- ❖ **District Administrative Services**
- ❖ **Other**



D. Discussion of and Request for Approval of Local Board Policies: BBFA, CCGB, CKC, CKE, CKEA, CQC, CW, DCE, DGBA, EEH, EF, EFA, EFB, EIC, FDB, FNCE, FNG, and GF

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Presenter: Chad Crowson



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Chad Crowson, General Counsel

**Subject:** Discussion of and Request for Approval of Revisions to Local Board Policies: BBFA, CCGB, CKC, CKE, CKEA, CQC, CW, DCE, DGBA, EEH, EF, EFA, EFB, EIC, FDB, FNCE, FNG, and GF.

### Discussion/Action Item

**Financial Impact**

Minimal TASB Processing Fee

**Strategic Plan Goals/Board Academic Goals**

All Strategic Plan Goals

**Executive Summary**

The Policy Committee met on July 9, 2024, to review the following policies:

**BBFA(LOCAL): ETHICS: CONFLICT OF INTEREST DISCLOSURES**

Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.

**CCGB(LOCAL): AD VALOREM TAXES: ECONOMIC DEVELOPMENT**

Substantial changes are recommended to remove provisions addressing expired laws related to Tax Code Chapter 313 agreements.

**CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS**

A section on Notice Regarding Violent Activity is recommended to comply with legal requirements.

**CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL**

To address in one policy all security arrangements, CKE(LOCAL) has been expanded, and the relevant provisions from CKEA(LOCAL) have been moved to this code.



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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Significant revisions are recommended to the CKE policy series to promote compliance and clarification with HB 3 and other legal requirements.

Regarding the provisions addressing district police officers, as Education Code 37.081 covers both police authority and duties, the margin note has been edited to clarify the scope of the policy language. The section on temporary assignments has been incorporated into Limitations on Non-school Employment to account for possible off-duty officer use by both the district and other agencies. A section on Interlocal Agreement has been added to note that district police officers will function within the scope of the agreement.

### CKEA(LOCAL): SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

This policy has been deleted and its provisions moved to CKE(LOCAL).

### CQC(LOCAL): TECHNOLOGY RESOURCES: EQUIPMENT

This new local policy is recommended to meet the legal requirement for the board to adopt a policy for the effective integration of digital devices in the district. The policy language adopts the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the superintendent must develop regulations for implementation.

### CW(LOCAL): NAMING FACILITIES

Establishes policy guidelines for the naming of school buildings and other facilities in the district. Includes categories from which names may be selected, nomination procedures, and the process for selection by the Board. These guidelines were previously included only in Administrative Regulations.

### DCE(LOCAL): EMPLOYMENT PRACTICES: OTHER TYPES OF CONTRACTS

Revisions at Termination During Contract Term are recommended to specify that an employee may request a hearing before the board to appeal discharge during the contract period and to differentiate between terminations during and at the end of the contract term.

### DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy DIA, we have revised the references to that code in this policy to reflect the DIA series. No other changes have been made to this policy.

### EEH(LOCAL): INSTRUCTIONAL ARRANGEMENTS: HOMEBOUND INSTRUCTION

TEA's revisions to the *Student Attendance Accounting Handbook (SAAH)* prompted recommended updates to this policy. Students may now receive homebound services for



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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psychological, as well as medical, conditions. The *SAAH* also indicates that the weeks of confinement due to a medical or psychological condition do not need to be consecutive to qualify. The policy language has been updated to reflect this change.

### EF(LOCAL): INSTRUCTIONAL RESOURCES

This policy addressing instructional resources is being deleted. New local policies to address instructional materials and library materials separately are included at EFA and EFB.

### EFA(LOCAL): INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

The provisions previously housed at EF(LOCAL) have been moved to this code with the following revisions:

- At Selection, a clarification has been made to reflect that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.
- At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the new EFB(LOCAL), which permits an employee or parent or guardian to submit these requests.

### EFB(LOCAL): INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

This recommended policy aligns with changes to the Administrative Code and the new collection development standards for school libraries as a result of HB 900.

### EIC(LOCAL): ACADEMIC ACHIEVEMENT: CLASS RANKING

The proposed revision allows for up to 4.5 credits in social studies to count toward a student's official GPA beginning with the Class of 2027. This rule will encourage students to take both AP Micro-Economics and AP Macro-Economics. The policy further clarifies that students who retake a course after a passing grade has been earned shall not have the new grade recorded on their transcript. Finally, the policy clarifies that the "highest ranking graduate" for purposes of the State of Texas academic scholarship shall be the individual designated as the school's valedictorian.

### FDB(LOCAL): ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

Establishes that, when District attendance boundaries are adjusted, students previously attending any effected school due to intradistrict transfer shall be required to reapply for their transfer seat, which will be granted only if seats are available. Additionally, elementary school students who would be required to change schools due to a boundary adjustment shall be eligible to remain at their previous campus upon timely submission of a transfer application. Younger siblings of these "grandfathered" students shall also be granted a higher priority transfer status at the campus so long as their older sibling is still in attendance at the school.



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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### FNCE(LOCAL): STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES

Modifies the rule regarding the prohibition of a cellular phone or other electronic device during instructional time.

### FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy FFH, we have revised the references to that code in this policy to reflect the FFH series. No other changes have been made to this policy.

### GF(LOCAL): PUBLIC COMPLAINTS

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. No other changes have been made to this policy.

### **Recommendation**

The District's administration recommends the Board approve the proposed policy revisions as listed in this agenda item.

### **Motion**

I move to approve the proposed changes to all policies as presented.

### **Contact Person**

Chad Crowson, General Counsel

### **Enclosure**

Proposed Policies Redlined Language

E. Discussion of and Request for Approval of the Agreement for the Purchase of  
Attendance Credit and Delegate Chapter 49 Authority to Superintendent  
Presenter: Tucker Durham

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Discussion of and Request for Approval of the Agreement for the Purchase of Attendance Credit and Delegate Chapter 49 Authority to Superintendent

### Action Item

**Financial Impact:**

2024-2025 Chapter 49 payment is estimated to be \$78,418,965

**Board Goals/Strategic Plan Goals**

Goal 8, Initiative 2

**Executive Summary:**

Annually, the District must submit the Agreement for the Purchase of Attendance Credit (Chapter 49 contract) to the Texas Education Agency (TEA). To submit the Chapter 49 contract through TEA's electronic system, the Board of Trustees must annually delegate the authority to obligate the school district under Chapter 49 to the Superintendent. Midland ISD has been notified of its Excess Local Revenue ("Chapter 49") status for the 2024-2025 school year.

**Recommendation:**

Midland ISD Administration recommends approving the delegation of Chapter 49 authority to the Superintendent and approving the 2024-2025 Agreement for the Purchase of Attendance Credit.

**Motion:**

Approve the Agreement for the purchase of Attendance Credit. *The required language is as follows:*

For the 2024-2025 school year, we delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This includes approval of the *Agreement for the Purchase of Attendance Credit*.

**Contact Person:**

Tucker Durham, Chief Financial Officer

**Enclosure:**

2024-2025 Agreement for the Purchase of Attendance Credit

## Agreement for the Purchase of Attendance Credit

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2024-2025 (the "school year").

The agreement is for Midland Independent School District ("the district"), with a county-district number of 165-901, to purchase attendance credit from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §49.156. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner's estimate of the total cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The district agrees to make the payments in accordance with the schedule specified in the TEC, §49.154.

The total cost of credit will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year is available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

\_\_\_\_\_  
Signature of President, Board of Trustees

Date: 07-30-24

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

Date: 07-30-24

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Signature of Superintendent

Dr. Stephanie Howard

Date: 07-30-24

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Typed Name of Superintendent

Date:

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Signature of Commissioner of Education or Designee

# Purchase of Attendance Credit (Recapture) and Delegate Chapter 49 Authority

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**Tucker Durham**

July 30, 2024



# Timeline

## July

- Board Approval for Purchase of Attendance Credit & Delegation to Superintendent

## September

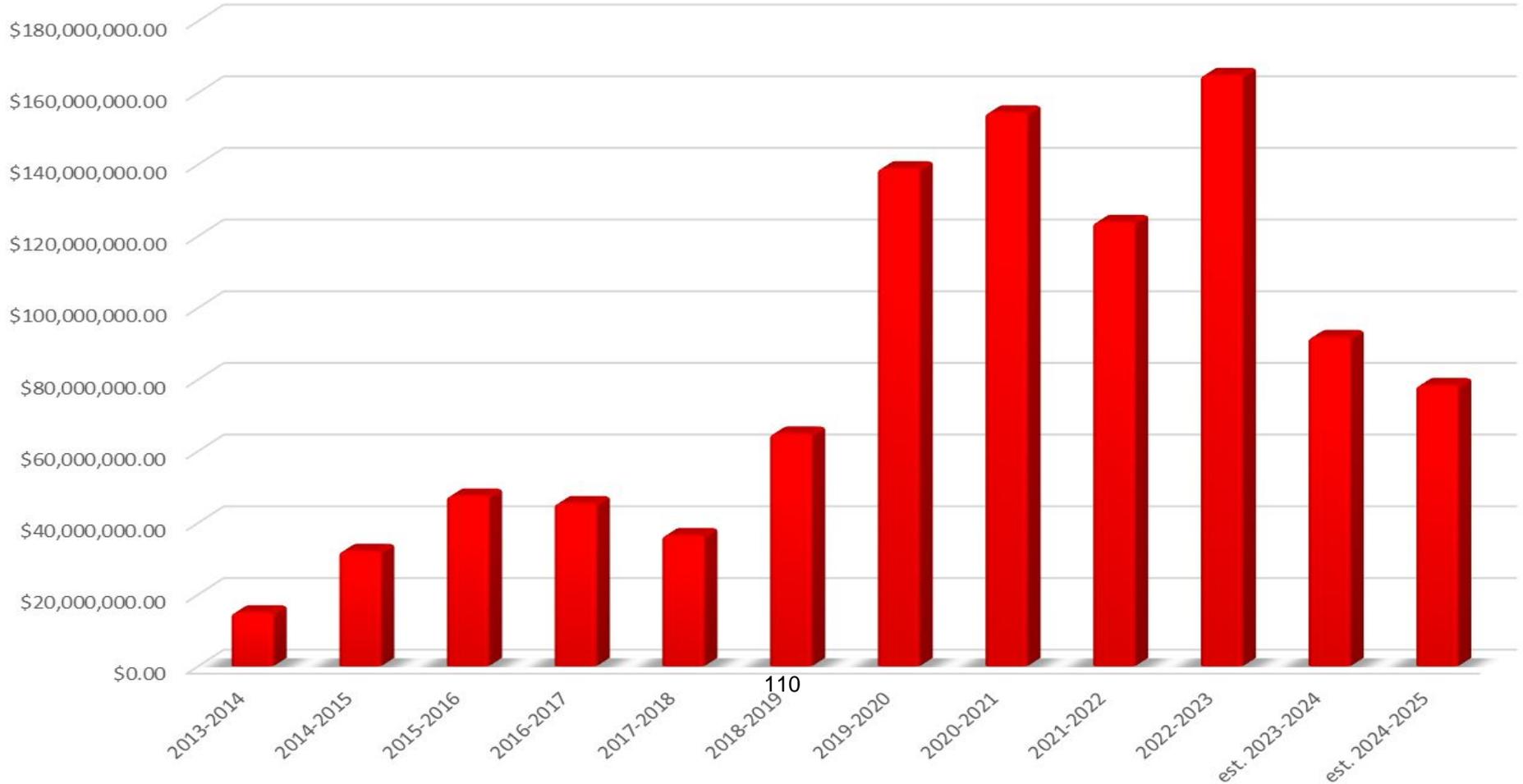
- Submission of Districts Intent for Recapture Obligation
- Tax Rate Adoption for Tax Year 2024

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## January

- Submission of Executed Attendance Credit Contract
- Information Related to Districts Obligation to the Midland Central Appraisal District (MCAD)

## Recapture Payments Since 2013-2014



# Recommendation

The administration recommends the Board of Trustees approve the delegation of Chapter 49 authority to the Superintendent and approve the 2024-2025 Agreement for the Purchase of Attendance Credit.

F. Discussion of and Request for Approval of RFP # 23-518 Construction Management at Risk (CMAR) Services for Additions and Renovations to Eight Elementary Schools  
Presenter: Cortney Smith

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented by:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Discussion of and Request for Approval of RFP # 23-518 Construction Management at Risk (CMAR) Services for Additions and Renovations to Eight Elementary Schools

### Action Item

#### **Financial Impact**

Total Estimated Construction Cost: \$28,351,000

Funds for Package #3-Elementary Group “A” are included within the 2023 Bond Program budget.

#### **Board Goals/ Strategic Plan Goals**

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

#### **Executive Summary**

Pursuant to Section 44.031(a) of the Texas Education Code (TEC) and Government Code Chapter 2269, 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 Evaluation Committee recommends approval of the ranking of offerors responding to Request for Qualifications/Proposals #23-518 Construction-Manager At-Risk Services for Package #3 – Elementary Group “A” as presented and to authorize the Superintendent or designee to negotiate and execute a contract in accordance with the provisions of Board Policy CVD (Legal)/Texas Government Code, Section 2269.254 (a)-(c).

MW Builders

#### **Evaluation Committee**

Robert Cedillo

Chad Crowson

Tucker Durham

Cortney Smith

Albert Valencia

Robert Rollo – Parkhill

Mark R. Pelletier – Vandergriff Group Architects



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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### **Motion**

Move to approve the ranking of offerors responding to Request for Qualifications/Proposals #23-518 Construction Manager-At-Risk Services Package #3 – Elementary Group “A” as presented and authorize the Superintendent or designee to negotiate and execute a contract in accordance with the provisions of Board Policy CVD (Legal)/Texas Government Code, Section 2269.254 (a)-(c).

### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

### **Enclosures**

Proposal Rankings



# RFQ | RFP Proposal Rankings

1 Step CMAR for PKG3: ES Renovations - Group A

CCL: \$ 28,352,030.00

22-Jul-2024

Offeror	Pricing					Qualifications Responses											Score (95max)	Remarks	Rank
	0-5		0-15			0-5	0-10	0-15	0-10	0-10	0-5	0-10	0-10	Y/N					
	A.		B.			C.	D.	E.	F.	G.	H.	I.	J.	K.					
	Pre-Con Services		Constr. Price			Project Manager	Job Site Supe	Past exp. / similar projects	Past CMAR exp.	Managing subs/ schedules	Litigation and Claims	Accidents and Citations	Misc Q: Resp.	Bond Letter					
Banes General Contractors	\$ 30,000	3.50	3.45%	\$ 978,145	15.00	4	8	14	8	8	5	9	7	Y	81.5	100,000,000+ max project bond	2		
JC Roberts Construction Company, Inc.	\$ 16,000	4.20	4.70%	\$1,332,545	12.55	3	7	7	6	9	5	10	7	Y	70.7	35M project max bond... Project experience is all tiny efforts...	4		
<b>MW Builders</b>	<b>\$ 29,200</b>	<b>3.54</b>	<b>3.86%</b>	<b>\$1,094,388</b>	<b>14.20</b>	<b>4</b>	<b>9</b>	<b>13</b>	<b>9</b>	<b>9</b>	<b>5</b>	<b>8</b>	<b>7.5</b>	<b>Y</b>	<b>82.2</b>	<b>250,000,000 project max bond</b>	<b>1</b>		
Oprex Construction	\$ -	5.00	5.00%	\$1,417,602	11.96	3	8	10	5	8	4	7	6	Y	68.0	38,000,000 bonding capacity available. Claims answer was "N/A"	5		
Teinert Construction	\$ 80,000	1.00	6.00%	\$1,701,122	10.00	5	9	12	9	4	5	10	7.5	Y	72.5	250,000,000 project max bond Couldn't not find a direct response to "G"	3		

G. Discussion of and Request for Approval to Consider Adoption of an Order  
Authorizing and Providing for the Defeasance and Redemption of Certain Outstanding  
Obligations of Midland Independent School District; Authorizing the Execution of an  
Escrow Agreement; and Containing Other Provisions Related Thereto  
Presenter: Tucker Durham

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Discussion of and Request for Approval to Consider Adoption of an Order Authorizing and Providing for the Defeasance and Redemption of Certain Outstanding Obligations of Midland Independent School District; Authorizing the Execution of an Escrow Agreement; and Containing Other Provisions Related Thereto

### Action Item

**Financial Impact:**

The district anticipates defeasing around \$108 million of the current outstanding debt, which will leave the district with approximately \$18 million in principal debt remaining on existing debt prior to Series 2024, related to the 2023 voter approved bond election. By defeasing some of the existing debt, the District will save taxpayers an estimated \$33 to \$35 million in interest that they would have paid if the debt were not paid off early.

**Board Goals/Strategic Plan Goals**

Goal 8, Initiative 2

**Executive Summary:**

Defeasing debt is when a borrower sets aside sufficient funds to cover their future debt obligations. This allows districts to take the debt off their books and save taxpayers money in interest payments, which they would have paid if they had paid it off for the total duration of the payment schedule.

The Board of Trustees has previously adopted resolutions to defease certain outstanding debt obligations. Over the past decade, the district has saved taxpayers over \$56 million between defeasing debt and refinancing. Last September, the Board approved an order to defease and redeem certain outstanding debt at a later date. The district intended to wait until receiving certified values from the chief appraiser on July 25th before finalizing the defeasance numbers.

The defeasance order allows the district to apply up to \$110 million from the debt service fund towards the defeasance of outstanding debt prior to their maturity date by transferring funds to an escrow account. By defeasing the debt early, MISD is expected to save taxpayers an estimated \$33 to \$35 million in interest, and shorten the repayment period by an estimated seven years, pending on finalizing the defeasance. This will also pay off the majority of outstanding debt prior to the Series 2024 debt issued earlier this year related to the voter-approved 2023 Bond election.



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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**Recommendation:**

The administration recommends the Board of Trustees approve the order to authorize and provide the defeasance and redemption of certain outstanding debt obligations as presented

**Contact Person:**

Tucker Durham, Chief Financial Officer

**Enclosure:**

Order Expressing Intent to Defeasance and Redeem Bonds

**AN ORDER AUTHORIZING AND PROVIDING FOR THE DEFEASANCE  
AND REDEMPTION OF CERTAIN OUTSTANDING OBLIGATIONS OF  
MIDLAND INDEPENDENT SCHOOL DISTRICT; AUTHORIZING THE  
EXECUTION OF AN ESCROW AGREEMENT; AND CONTAINING  
OTHER PROVISIONS RELATED THERETO**

WHEREAS, the Board of Trustees (the “Board”) of the Midland Independent School District (the “District”) previously adopted orders (the “Original Orders”) authorizing the issuance of obligations designated as “Midland Independent School District Unlimited Tax Refunding Bonds, Series 2015” (the “Series 2015 Obligations”), “Midland Independent School District Unlimited Tax Refunding Bonds, Series 2016” (the “Series 2016 Obligations”), “Midland Independent School District Unlimited Tax Refunding Bonds, Series 2017” (the “Series 2017 Obligations”), and “Midland Independent School District Unlimited Tax School Building Bonds, Taxable Series 2020,” (the “Series 2020 Obligations” and, together with the Series 2015 Obligations, the Series 2016 Obligations and the Series 2017 Obligations, the “Obligations”); and

WHEREAS, the Series 2015 Obligations are currently outstanding in the principal amount of \$12,100,000, Series 2016 Obligations are currently outstanding in the principal amount of \$25,455,000, the Series 2017 Obligations are currently outstanding in the principal amount of \$48,780,000, and the Series 2020 Obligations are currently outstanding in the principal amount of \$38,724,986; and

WHEREAS, a portion of the Obligations (the “Callable Obligations”) are subject to redemption at the option of the District on February 15, 2025 or on any date thereafter (in the case of Series 2015 Obligations maturing on and after February 15, 2026), February 15, 2026 or on any date thereafter (in the case of Series 2016 Obligations maturing on and after February 15, 2027), February 15, 2028 or on any date thereafter (in the case of Series 2017 Obligations maturing on and after February 15, 2029), and February 15, 2030 or on any date thereafter (in the case of Series 2020 Obligations maturing on and after February 15, 2031); and

WHEREAS, the Original Orders provide the notice requirements to effect the redemption of the Callable Obligations; and

WHEREAS, it is in the best interest of the District (i) to redeem a portion of the Callable Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the District’s aggregate debt service requirements in the years subsequent to the redemption date and (ii) defease a portion of the Obligations using currently available balances in the District’s interest and sinking fund to preserve debt service payment capacity in future years by accelerating the discharge of such Obligations;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MIDLAND INDEPENDENT SCHOOL DISTRICT:

**Section 1.**

(a) A portion of the Obligations, maturing on the dates and in the principal amounts set forth in **Exhibit A** hereto (the “Defeased Obligations”), shall be defeased and

a portion of the Callable Obligations, maturing on the dates and in the principal amounts set forth in **Exhibit A** hereto (the “Redeemed Obligations”), are hereby called for redemption, and shall be defeased and redeemed, on the dates set forth in **Exhibit A** hereto (the “Redemption Dates”). The Board’s election to exercise the District’s right to defease and redeem Obligations and direction to provide notice of defeasance and redemption is irrevocable upon the District’s transfer of lawfully available funds pursuant to subsection (b) of this section.

(b) To effectuate the defeasance of the Defeased Obligations and defeasance and redemption of the Redeemed Obligations, at the direction of the Superintendent or Chief Financial Officer (each, an “Authorized Representative”), the District shall transfer lawfully available funds in the amount sufficient to discharge the Defeased Obligations and the Redeemed Obligations (the “Defeasance Deposit”) to U.S. Bank Trust Company, National Association, as the escrow agent for the Obligations (the “Escrow Agent”); provided, that the Defeasance Deposit shall not exceed the lesser of (i) an amount that the Authorized Representative determines will preserve a sufficient balance in the District’s debt service fund and (ii) \$110,000,000.

(c) Notice of defeasance of the Defeased Obligations and defeasance and redemption of the Redeemed Obligations shall be provided in accordance with the Original Orders.

**Section 2.** The Escrow Agreement (the “Escrow Agreement”), by and between the District and the Escrow Agent and relating to the Defeased Obligations and the Redeemed Obligations, in substantially the form attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Escrow Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Defeased Obligations and the Redeemed Obligations or benefit the District, is hereby authorized to be executed by an Authorized Representative, for and on behalf of the District and as the act and deed of this Board; and such Escrow Agreement as executed by said officials shall be deemed approved by the Board and constitute the Escrow Agreement herein approved.

Furthermore, each Authorized Representative, the District’s Financial Advisor, and Bond Counsel, in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Deposit described in Section 1 of this Order which shall be deposited to the credit of the special escrow fund established and maintained by the Escrow Agent for such purpose (the “Escrow Fund”), including the execution of subscription forms or agreements, if any, for the purchase of eligible securities for investment of amounts deposited to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Order, and the Escrow Agreement.

**Section 3.** An Authorized Representative is authorized and directed to instruct the paying agent/registrar for the Defeased Obligations and the Redeemed Obligations to provide

notice of the defeasance of the Defeased Obligations and the notice of defeasance and redemption of the Redeemed Obligations, as provided and required by the Original Orders.

**Section 4.** An Authorized Representative is authorized to engage a recognized firm of certified or independent public accountants or other qualified finance professionals (the “Verification Agent”) to verify the sufficiency of the Defeasance Deposit to accomplish the defeasance of the Defeased obligations and the defeasance and redemption of the Redeemed Obligations, to the extent such appointment is necessary or appropriate and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the Defeased Obligations and the Redeemed Obligations, the sufficiency of the Defeasance Deposit to accomplish such defeasance may be certified to the District by the District’s Financial Advisor or another qualified financial institution in lieu of verification by the Verification Agent.

**Section 5.** The President, Vice President, and Secretary of the Board are authorized to evidence adoption of this Order and, together with the District’s Superintendent and Executive Director of Finance, execute and deliver such agreements, certificates, notices, letters, and other instruments as any such official shall deem necessary, appropriate, or convenient to effect the defeasance and redemption described herein and otherwise give effect to the intent and purpose hereof.

**Section 6.** The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District’s Financial Advisor and Bond Counsel, the Escrow Agent, the Verification Agent, and the paying agent/registrar for the Defeased Obligations and the Redeemed Obligations, respectively, and any other party whose services have been determined by an Authorized Representative to be necessary or appropriate to accomplish the purpose and intent of this Order.

**Section 7.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

**Section 8.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 9.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

**Section 10.** It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 11.** This Order shall be in force and effect from and after its final passage, and it is so ordered.

PASSED AND APPROVED this 30<sup>th</sup> day of July, 2024.

/s/

\_\_\_\_\_  
President, Board of Trustees  
Midland Independent School District

ATTEST:

/s/

\_\_\_\_\_  
Secretary, Board of Trustees  
Midland Independent School District

(SEAL)

[Signature Page to Order]

**EXHIBIT A**

**Midland Independent School District Unlimited Tax Refunding Bonds, Series 2015, dated November 1, 2015<sup>(1)</sup>:**

Defeased Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Defeased Amount (\$)</u>	<u>Interest Rate (%)</u>
597783P45	2/15/2025	675,000	675,000	3.000

Redeemed Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
597783P52	2/15/2026	665,000	665,000	3.500
597783P60	2/15/2027	665,000	665,000	4.000
597783P78	2/15/2028	665,000	665,000	4.000
5977832F5	2/15/2029	2,270,000	2,270,000	5.000
5977832G3	2/15/2030	2,370,000	2,370,000	4.000
5977832H1	2/15/2031	2,465,000	2,465,000	4.000
5977832J7	2/15/2032	2,325,000	2,325,000	5.000

Redemption Date for Series 2015 Obligations: February 15, 2025

\* \* \* \* \*

<sup>1</sup> If the total Defeased Amount and/or Amount Called for Redemption requires modification to permit the defeasance of the Defeased Amount and/or the Amount Called for Redemption based on the amount of the Defeasance Deposit and the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Defeased Amount and Amount Called for Redemption identified for defeasance and/or redemption shall be revised at the direction of an Authorized Representative.

\* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

**Midland Independent School District Unlimited Tax Refunding Bonds, Series 2016, dated October 15, 2016<sup>(1)</sup>:**

Defeased Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Defeased Amount (\$)</u>	<u>Interest Rate (%)</u>
597783R76	2/15/2025	40,000	40,000	3.000
597783R84	2/15/2026	40,000	40,000	3.000

Redeemed Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
597783R92	2/15/2027	45,000	45,000	4.000
597783S26	2/15/2028	45,000	45,000	4.000
597783S34	2/15/2029	2,605,000	2,605,000	3.000
597783S42	2/15/2030	2,685,000	2,685,000	3.000
597783S59	2/15/2031	2,765,000	2,765,000	3.000
597783S67	2/15/2032	2,865,000	2,865,000	4.000
597783S75	2/15/2034	3,095,000	3,095,000	4.000
597783S83	2/15/2035	3,220,000	3,220,000	4.000
597783S91	2/15/2036	3,355,000	3,355,000	4.000
597783T25	2/15/2037	3,490,000	3,490,000	4.000
597783T33	2/15/2038	1,205,000	1,205,000	3.125

Redemption Date for Series 2016 Obligations: February 15, 2026.

\* \* \* \* \*

<sup>1</sup> If the total Defeased Amount and/or Amount Called for Redemption requires modification to permit the defeasance of the Defeased Amount and/or the Amount Called for Redemption based on the amount of the Defeasance Deposit and the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Defeased Amount and Amount Called for Redemption identified for defeasance and/or redemption shall be revised at the direction of an Authorized Representative.

\* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

**Midland Independent School District Unlimited Tax School Building Bonds, Series 2017,  
dated December 1, 2017<sup>(1)</sup>:**

Defeased Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Defeased Amount (\$)</u>	<u>Interest Rate (%)</u>
597783U31	2/15/2025	3,840,000	3,840,000	5.000
597783U49	2/15/2026	4,045,000	4,045,000	5.000
597783U56	2/15/2027	4,245,000	4,245,000	5.000
597783U64	2/15/2028	4,460,000	4,460,000	5.000

Redeemed Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
597783U72	2/15/2029	1,920,000	1,920,000	5.000
597783U80	2/15/2030	2,005,000	2,005,000	3.375
597783U98	2/15/2031	2,075,000	2,075,000	4.000
597783V22	2/15/2032	2,165,000	2,165,000	4.000
597783V30	2/15/2033	9,750,000	9,750,000	4.000
597783V48	2/15/2034	6,995,000	6,995,000	4.000
597783V55	2/15/2035	7,280,000	7,280,000	4.000

Redemption Date for Series 2017 Obligations: February 15, 2028

\* \* \* \* \*

<sup>1</sup> If the total Defeased Amount and/or Amount Called for Redemption requires modification to permit the defeasance of the Defeased Amount and/or the Amount Called for Redemption based on the amount of the Defeasance Deposit and the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Defeased Amount and Amount Called for Redemption identified for defeasance and/or redemption shall be revised at the direction of an Authorized Representative.

\* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

**Midland Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020,  
dated July 1, 2020<sup>(1)</sup>:**

Defeased Obligations

CUSIP No. *	Stated Maturity	Outstanding Principal Amount (\$)	Defeased Amount (\$)	Outstanding Maturity Amount (\$)	Interest Rate (%)
597783Y37	2/15/2025	170,000	170,000	--	5.000
597783Y45	2/15/2026	180,000	180,000	--	5.000
597783Y52	2/15/2027	190,000	190,000	--	5.000
597783Y60	2/15/2028	200,000	200,000	--	5.000
597783Y78	2/15/2029	210,000	210,000	--	5.000
597783Y86	2/15/2030	220,000	220,000	--	5.000

Redeemed Obligations

CUSIP No. *	Stated Maturity	Outstanding Principal Amount (\$)	Amount Called for Redemption (\$)	Outstanding Maturity Amount (\$)	Interest Rate (%)
597783Y94	2/15/2031	230,000	230,000	--	1.712
597783Z28	2/15/2032	230,000	230,000	--	1.812
597783Z36	2/15/2033	235,000	235,000	--	1.912
597783Z44	2/15/2034	240,000	240,000	--	1.962
597783Z51	2/15/2035	245,000	245,000	--	1.992
597783Z69	2/15/2036	29,986	29,986	1,450,000	2.932
5977832A6	2/15/2040	36,345,000	36,345,000	--	2.450

Redemption Date for Series 2020 Obligations: February 15, 2030

<sup>1</sup> If the total Defeased Amount and/or Amount Called for Redemption requires modification to permit the defeasance of the Defeased Amount and/or the Amount Called for Redemption based on the amount of the Defeasance Deposit and the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Defeased Amount and Amount Called for Redemption identified for defeasance and/or redemption shall be revised at the direction of an Authorized Representative.

\* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

## EXHIBIT B

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), dated for convenience as of July 30, 2024, but effective on the Escrow Funding Date described herein, is made and entered into by and between the Midland Independent School District, an independent school district duly created, organized, and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the “District”), and U.S. Bank Trust Company, National Association, Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the “Escrow Agent”).

WHEREAS, the District has heretofore issued certain bonds (hereinafter defined as the “Obligations”) and the governing body of the District has determined that it desires to defease and redeem a portion of the Obligations in advance of their stated maturities;

WHEREAS, the governing body of the District has adopted an order (the “Defeasance Order”) authorizing the defeasance and redemption of certain of the Obligations identified herein in Exhibit C (the “Defeased Obligations”);

WHEREAS, to provide for the payment of the Defeased Obligations, the District has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of lawfully available funds for such purpose (the “Escrow Deposit”); and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration, and disposition of the Escrow Deposit so as to provide firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations pursuant to Sections 1207.033 and 1207.062, Texas Government Code;

NOW, THEREFORE, in consideration of the mutual undertakings, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Defeased Obligations, the District and the Escrow Agent contract and agree as follows:

#### ARTICLE I

##### DEFINITIONS AND INTERPRETATIONS

###### Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

“Board” shall mean the District’s Board of Trustees.

Exhibit ~~B~~-1

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

“Defeasance Order” shall mean the District’s order adopted by the Board on July 30, 2024, authorizing the defeasance and redemption of the Defeased Obligations.

“Defeasance Securities” means (a) Government Obligations, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Defeased Obligations” shall mean the outstanding bonds of the District shown on Exhibit C hereto.

“District” shall mean the Midland Independent School District, and any successor to its duties and functions.

“Escrow Agent” shall mean U.S. Bank Trust Company, National Association, Dallas, Texas, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

“Escrow Agreement” shall mean this escrow agreement.

“Escrow Deposit” shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

“Escrow Funding Date” shall mean the date on which the District deposits with the Escrow Agent the Escrow Deposit described in Section 2.1.

“Escrow Fund” shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Limited Yield Securities” shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Escrow Deposit, as more fully described in the Report, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

“Obligations” shall mean, collectively, the Series 2015 Obligations, the Series 2016 Obligations, the Series 2017 Obligations and the Series 2020 Obligations.

“Open Market Securities” shall mean Defeasance Securities, if any, to be purchased in the open market with cash and the proceeds of the Escrow Deposit, as more fully described in the Report, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

“Original Orders” shall mean the District’s orders authorizing the issuance, sale, and delivery of the Obligations.

“Paying Agent for the Defeased Obligations” shall mean U.S. Bank Trust Company, National Association.

“Report” shall mean the verification report prepared by the Verification Agent relating to the defeasance of the Defeased Obligations, a copy of which is attached hereto as Exhibit B, and any subsequent verification report required by Section 4.3.

“Series 2015 Obligations” shall mean the Midland Independent School District Unlimited Tax Refunding Bonds, Series 2015

“Series 2016 Obligations” shall mean the Midland Independent School District Unlimited Tax Refunding Bonds, Series 2016.

“Series 2017 Obligations” shall mean the Midland Independent School District Unlimited Tax School Building Bonds, Series 2017.

“Series 2020 Obligations” shall mean the Midland Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020.

“Verification Agent” shall mean the recognized firm of certified public accountants appointed pursuant to the Defeasance Order.

#### Section 1.2 Interpretations.

The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the defeasance and redemption of the Defeased Obligations in accordance with applicable law.

Capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Defeasance Order.

## ARTICLE II

### DEPOSITS OF FUNDS AND ESCROWED SECURITIES

#### Section 2.1 Deposits to Escrow Fund.

On the Escrow Funding Date, the District shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

## ARTICLE III

### CREATION AND OPERATION OF ESCROW FUND

#### Section 3.1 Escrow Fund.

On the Escrow Funding Date the Escrow Agent will create in its books two special funds and irrevocable escrows to be known as (a) “Midland Independent School District Unlimited Tax Refunding Bonds, Series 2015, Series 2016 and 2017 – 2024 Defeasance” and (b) “Midland Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020 – 2024 Defeasance” (collectively, the “Escrow Fund”). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund. The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Defeased Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of, redemption premium, if any, and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

#### Section 3.2 Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Obligations.

- (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Defeased Obligations in the amounts and at the times shown in the Report.
- (b) Except for amounts transferred to the Paying Agent for the Defeased Obligations pursuant to Section 3.2(a) and to the District pursuant to Section 3.1 and Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens, or charges against the Escrow Fund.

### Section 3.3 Sufficiency of Escrow Fund.

The District represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Defeased Obligations as the Defeased Obligations mature or are called for redemption, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Obligations to make the payments set forth in Section 3.2, the District shall timely deposit into the Escrow Fund,

from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District's failure to make additional deposits thereto.

### Section 3.4 Trust Fund.

The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Obligations; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as holders of the Defeased Obligations. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts, or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent for the Defeased Obligations.

### Section 3.5 Security for Cash Balances.

Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal of and interest on the Defeased Obligations have been presented for payment and paid to the owners thereof.

## ARTICLE IV

### LIMITATION ON INVESTMENTS

#### Section 4.1 General.

Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer, or otherwise dispose of the Escrowed Securities.

#### Section 4.2 Reinvestment of Proceeds of Escrowed Securities.

The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Defeased Obligations in Government

Obligations selected by the District, in the amounts, and maturing and bearing interest, all as set out in the Report. The District hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Defeased Obligations shall be promptly transferred to the District as described in Section 3.1.

#### Section 4.3 Substitution of Securities.

- (a) Concurrently with the delivery of the Escrow Deposit, the District may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:
  - (i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report which such obligation is substituted, and
  - (ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The District may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the delivery of the Escrow Deposit for such Open Market Securities.

- (b) At the written request of the District, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.
- (c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Defeased Obligations to be an “arbitrage bond” within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

#### Section 4.4 Arbitrage.

The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Obligation to be an “arbitrage bond” within the meaning of the Code.

### ARTICLE V

#### RECORDS AND REPORTS

##### Section 5.1 Records.

The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation, and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Obligations.

##### Section 5.2 Reports.

For the period beginning on the Escrow Funding Date and ending on December 31, 2024, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District within thirty (30) days following the end of

such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balances on deposit in the Escrow Fund as of the end of such period.

## ARTICLE VI

### CONCERNING THE ESCROW AGENT

#### Section 6.1 Representations of Escrow Agent.

U.S. Bank Trust Company, National Association, Dallas, Texas, hereby represents that it is (a) either (i) a Paying Agent for the Defeased Obligations or (ii) a trust company or commercial bank that does not act as a depository for the District, and (b) that it has all necessary power and

authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

#### Section 6.2 Limitation on Liability.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of, redemption premium, if any, and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence upon the Escrow Agent having actual knowledge of such occurrence.

The recitals herein and in the Defeasance Order shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Defeasance Order or the Original Orders and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to risk, use, or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act, or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians, or nominees appointed

with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian, or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods; provided, however, that the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its

discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the District, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or willful misconduct, for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness, and accuracy of the statements, certificates, opinions, resolutions, and other documents conforming to the requirements of this Escrow Agreement and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend, and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, tax, liability, and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder, except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct.

The Escrow Agent is authorized and directed to transfer funds relating to the closing in the manner disclosed in the closing memorandum prepared by the District's financial advisor or other agent which is delivered to the Escrow Agent by the District. The Escrow Agent may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged in writing by the District or the District's financial advisor as the final closing memorandum. The Escrow Agent shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions.

### Section 6.3 Compensation.

On the Escrow Funding Date, the District will pay the Escrow Agent for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in Exhibit A. If the Escrow Agent is requested or required to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional, or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses. The foregoing sentence shall survive the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent.

#### Section 6.4 Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason or if the Escrow Agent resigns or is removed in accordance with this Section, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within 60 days of such vacancy or Escrow Agent's giving notice of resignation, a successor may be appointed by the holders of a majority in aggregate principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing filed with the District, signed by such holders or by their duly authorized attorneys or the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor Escrow Agent. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Defeased Obligation then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers, and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the District specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Defeased Obligations or by the District as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Defeased Obligations then outstanding.

ARTICLE VII  
MISCELLANEOUS

Section 7.1 Notices.

Any notice, authorization, request, or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

U.S. Bank National Association  
13737 Noel Road, Suite 800  
Dallas, Texas 75240  
Attention: Corporate Trust Department

To the District:

Midland Independent School District  
615 W. Missouri Avenue  
Midland, Texas 79701  
Attention: Superintendent

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

Section 7.2 Termination of Responsibilities.

Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Obligations, or to any other person or persons in connection with this Escrow Agreement.

Section 7.3 Binding Agreement; Amendment.

This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Obligations, the District, the Escrow Agent, and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Defeased Obligations then outstanding.

Section 7.4 Severability.

If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5 Governing Law.

This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.7 Time of Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.8 Legislative Contracting Requirements.

Pursuant to Section 2252.152, Texas Government Code, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

The Escrow Agent represents that it is a publicly traded business entity or a wholly owned subsidiary of such an entity as described by Section 2252.908(a)(4), Texas Government Code.

The District and the Escrow Agent hereby certify that this Agreement does not have a value of \$100,000 or more and is therefore exempt from Chapter 2271, Texas Government Code and Chapter 2274, Texas Government Code (as added by Senate Bill 13 and Senate Bill 19 in the 87<sup>th</sup> Texas Legislative Session). The Escrow Agent agrees that its compensation hereunder will not exceed \$100,000.

*[Execution Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MIDLAND INDEPENDENT SCHOOL DISTRICT

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

Address: 615 W. Missouri Avenue  
Midland, Texas 79701

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 13737 Noel Road, Suite 800  
Dallas, Texas 75240

EXHIBIT A

FEE SCHEDULE

EXHIBIT B

REPORT

EXHIBIT C

**NOTICE OF DEFEASANCE AND REDEMPTION**

# Defeasance of Certain Outstanding Debt Obligations of the District

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**Tucker Durham**

July 30, 2024



# Overview

- Defeasing debt is when borrower is able to pay debt off sooner
- September 2024 - board approved order to defease at later date
- Not to exceed amount of \$110 million dollars
- Expected to save taxpayers between \$33 - \$35 million
- Approximately \$18 million in principal debt remaining on existing debt, prior to Series 2024

## Midland Independent School District

### Savings History

#### Interest Savings

Year	Refunding						Redemption/Defeasance					Total Savings	Year	
	Series 2012	Series 2013	Series 2015	Series 2016	Series 2017	Series 2020	2/15/2020	5/10/2021	4/14/2022	4/14/2023	6/23/2023			
2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2012	
2013	193,119	(3,727,575)	-	-	-	-	-	-	-	-	-	-	(3,534,456)	2013
2014	193,119	460,469	-	-	-	-	-	-	-	-	-	-	653,588	2014
2015	193,119	461,075	-	-	-	-	-	-	-	-	-	-	654,194	2015
2016	251,919	461,894	127,446	-	-	-	-	-	-	-	-	-	841,259	2016
2017	248,909	463,138	523,124	374,036	-	-	-	-	-	-	-	-	1,609,207	2017
2018	250,500	463,769	518,725	374,294	1,788	-	-	-	-	-	-	-	1,609,075	2018
2019	251,900	464,588	515,619	374,994	242,231	-	-	-	-	-	-	-	1,849,331	2019
2020	252,100	465,375	521,844	375,694	243,931	-	250,875	-	-	-	-	-	2,109,819	2020
2021	252,475	464,750	418,706	376,569	240,681	827,211	501,750	75,625	-	-	-	-	3,157,767	2021
2022	248,000	463,375	416,400	372,694	242,481	826,360	501,750	108,500	218,575	-	-	-	3,398,135	2022
2023	251,100	461,250	416,541	373,894	244,881	828,985	489,625	32,875	431,775	74,869	333,150	-	3,938,944	2023
2024	252,350	463,250	415,163	375,094	245,881	826,985	449,375	-	420,650	168,875	666,300	-	4,283,922	2024
2025	248,225	464,250	416,900	376,294	242,581	830,360	372,500	-	408,900	57,500	666,300	-	4,083,810	2025
2026	251,175	464,250	417,444	377,494	237,781	829,110	272,500	-	347,950	-	666,300	-	3,864,004	2026
2027	248,000	463,250	415,806	373,994	241,156	828,360	167,250	-	222,000	-	666,300	-	3,626,116	2027
2028	251,125	461,250	414,375	375,794	246,781	828,110	56,625	-	75,500	-	666,300	-	3,375,860	2028
2029			414,800	376,144	130,281	828,360					577,050		2,326,635	2029
2030			416,775	372,994	130,241	829,110					413,100		2,162,219	2030
2031			419,125	375,494	133,950	826,579					260,700		2,015,847	2031
2032			419,000	377,769	132,125	830,631					91,500		1,851,025	2032
2033			121,750	219,944	241,400	829,962							1,413,055	2033
2034			121,750	375,094	143,775	829,563							1,470,181	2034
2035			121,750	373,769	144,025	829,357							1,468,901	2035
2036			121,750	374,019		831,624							1,327,392	2036
2037			121,750	375,544		831,308							1,328,601	2037
2038			2,495,875	375,172		828,034							3,699,081	2038
2039						821,466							828,283	2039
2040						828,331							828,331	2040
<b>Total Interest Savings</b>	<b>\$ 3,837,134</b>	<b>\$ 3,218,357</b>	<b>\$ 10,312,417</b>	<b>\$ 8,096,783</b>	<b>\$ 3,485,972</b>	<b>\$ 16,576,621</b>	<b>\$ 3,062,250</b>	<b>\$ 217,000</b>	<b>\$ 2,125,350</b>	<b>\$ 301,244</b>	<b>\$ 5,007,000</b>	<b>\$ 56,240,128</b>		

# Recommendation

The administration recommends the Board of Trustees approve the order to authorize and provide the defeasance and redemption of certain outstanding debt obligations as presented

H. Discussion and Consideration of Endorsement for TASB Board of Directors  
Presenter: Tommy Bishop

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024  
**Presented by:** Tommy Bishop, Board President  
**Subject:** Discussion and Consideration of Endorsement for TASB Board of Directors

### Action Item

#### Strategic Plan Goals/Board Academic Goals

N/A

#### Executive Summary

At last month's regular meeting, MISD's Board approved the nomination of Sara Burleson as a candidate for TASB Board of Directors. That nomination was accepted by TASB. The Board now has an opportunity to formally endorse a candidate to represent Region 18. The candidates from our region are Sara Burleson of MISD and Steve Brown of ECISD.

Should the Board decide to endorse Mrs. Burleson and she is ultimately elected to the TASB Board of Directors, her participation will come at no additional cost to MISD. TASB has confirmed that the organization reimburses directors for expenses incurred while attending regular TASB Board meetings, including transportation and lodging.

#### Recommendation

MISD Administration makes no specific recommendation regarding this item as this is a matter for Board consideration.

#### Motion

I move to approve the formal endorsement of \_\_\_\_\_ as a member of the TASB Board of Directors.

#### Estimated Time to Prepare Agenda Item

30 minutes

#### Contact Person

Chad Crowson, General Counsel

#### Enclosure

TASB Candidate List  
Blank Endorsement Form

10. Discussion Items

A. Discussion of Recent Changes to Federal Title IX Regulations

Presenter: Tommy Bishop

11. **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, including discussion of recently completed district vulnerability assessment conducted by TEA Office of School Safety and Security.

12. Action Arising from Closed Session

13. Consent Agenda

A. Approval of Board Meeting Minutes

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# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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**Meeting Date:** July 30, 2024

**Subject:** Approval of Board Meeting Minutes

### Consent Item

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

June 3, 2024 – Special Board Meeting

June 25, 2024 – Regular Board Meeting

Special Meeting  
Monday, June 3, 2024 12:30 PM Central

Administration Building, Room 101  
615 W Missouri Ave  
Midland, TX 79701

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. Public Forum

4. Action Items

4.A. Discussion of and Request for Approval to Hire Principals for Bush Elementary, San Jacinto Junior High, Midland Freshman High, and Midland High

The Board Approved Hire of Principals for Bush Elementary, Kelly Doster, San Jacinto Junior High, Laura Miller, Midland Freshman High, Melanie Hall, and Midland High, Dr. Michelle Cline. This motion, made by Michael Booker and seconded by Robert Marquez, Passed.

Tommy Bishop: Yea, Michael Booker: Yea, Sara Burleson: Yea, Brandon Hodges: Yea, Katie Joyner: Yea, Robert Marquez: Yea, Bryan Murry: Yea

Yea: 7, Nay: 0

4.B. Discussion of and Possible Adoption of Board Resolution Regarding Legislative Priorities for the 89th Legislative Session

The Board Adopted the Board Resolution Regarding Legislative Priorities for the 89th Legislative Session. This motion, made by Robert Marquez and seconded by Katie Joyner, Passed.

Brandon Hodges: Nay, Tommy Bishop: Yea, Michael Booker: Yea, Sara Burleson: Yea, Katie Joyner: Yea, Robert Marquez: Yea, Bryan Murry: Yea

Yea: 6, Nay: 1

Brandon Hodges: Nay

5. Adjourn

The Board Adjourned at approximately 12:45 pm. This motion, made by Katie Joyner and seconded by Brandon Hodges, Passed.

Tommy Bishop: Yea, Michael Booker: Yea, Sara Burleson: Yea, Brandon Hodges: Yea, Katie Joyner: Yea, Robert Marquez: Yea, Bryan Murry: Yea

Yea: 7, Nay: 0

Regular Meeting and Public Hearing for  
the 2024-2025 Budget and Proposed Tax  
Rate

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 and Public Hearing for the 2024-2025 Budget and Proposed  
Tax Rate Tuesday, June 25, 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  
Sara Burleson, Secretary  
Michael Booker  
Brandon Hodges  
Robert Marquez  
Bryan Murry

Dr. Stephanie Howard, Superintendent

1. Call to Order - Roll Call

Mr. Hodges arrived at approximately 5:40 p.m.

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

4. Pledge to the US Flag and Texas Flag

4.A. Abell Jr. High

4.A.1. Principal: Amy Overton

4.A.1.a. Pledge Leader: Lanie Salazar

4.B. Vision of Midland ISD - Educating the Future with Excellence

4.C. Mission of Midland ISD - All Students will Graduate College, Career, or Military Ready

5. Awards/Achievements/Recognitions/Announcements

5.A. MISD Student Recognitions

5.A.1. Project SEARCH First Graduation Class

5.A.2. State Qualifiers and Winners

5.A.3. American Heart Association Kid's Heart Challenge

5.B. Community Recognitions

5.B.1. Roger's Ford Attendance Car Giveaway

5.B.2. I Am Texas Writing and Art Contest Finalists

5.B.3. Midland Council of PTA's President

5.C. MISD Staff Recognitions

5.C.1. Texas High School Coaches Association Coaches of the Year

6. Public Forum

7. Public Hearing

7.A. Financial Overview for the 2024-2025 Budget and Proposed Tax Rate

7.B. Public Hearing for the 2024-2025 Budget and Proposed Tax Rate

7.C. Discussion of and Possible Action to Approve the 2024-2025 Budget  
The Board Approved the 2024-2025 Budget.

Motion made by Bryan Murry and second by Robert Marquez  
Motion carried 6-1

Opposed: Brandon Hodges

8. Superintendent's Update

9. District Informational Reports

9.A. Bond 2023 Monthly Report

9.B. Human Capital Monthly Report

9.C. Student Transfer Procedures Update

9.D. Midland ISD and Midland College, College and Career Connections Update

9.E. Board Update on Literacy

9.F. Strategic Plan Quarterly Update #3

9.G. 2023-2024 Preliminary STAAR Performance Report

Motion made by Bryan Murry and second by Michael Booker to recess for five minutes, at 7:49 p.m. Motion carried 7-0.

The Board returned to open session at 7:58 p.m.

## 10. Action Items

### 10.A. Discussion of and Request for Approval to Hire Principal for Long Elementary

The Board Approved to Hire the Long Elementary Principal, Pedro Cavarrubias.

Motion made by Bryan Murry and second by Robert Marquez

Motion carried 7-0

### 10.B. Discussion of and Request for Approval for Board Goal Update: Goal Progress Measures 1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6 related to NWEA MAP Reading Language Arts and Mathematics End-of-Year Results and K-2 MClass Reading

The Board Approved the Board Goal Update: Goal Progress Measures 1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6 related to NWEA MAP Reading Language Arts and Mathematics End-of-Year Results and K-2 MClass Reading.

Motion made by Robert Marquez and second by Katie Joyner

Motion carried 6-1

Opposed: Brandon Hodges

### 10.C. Discussion of and Request for Approval of Request for Qualifications/Proposals #23-428 Construction Manager-at-Risk (CMAR) Services for New Midland High School and New Legacy High School Two-Step Process Associated with the 2023 Bond

Motion by Bryan Murry and second by Sara Burleson

Motion carried 7-0

### 10.D. Discussion of and Request for Approval of the Renewal of Senate Bill 1882 Partnership with Carver Center

The Board Approved the Renewal of Senate Bill 1882 Partnership with Carver Center.

Motion made by Katie Joyner and second by Michael Booker

Motion carried 7-0

### 10.E. Discussion of and Request for Approval of the Amended Contract of Senate Bill 1882 Partnership with IDEA - Travis Elementary School

Item pulled from agenda by Superintendent for further discussion at upcoming Board meeting.

### 10.F. Discussion of and Request for Approval of Updated Performance Goals of Senate Bill 1882 Partnership with the Pre-K Academy at Midland College

The Board Approved the Updated Performance Goals of Senate Bill 1882 Partnership with the Pre-K Academy at Midland College.

Motion by Robert Marquez and second by Katie Joyner

Motion carried 7-0

10.G. Discussion of and Request for Approval of the 2024–2025 Student Code of Conduct and the 2024–2025 Fees and Dues

Motion by Brandon Hodges to table the item. No second.

The Board Approved the 2024-2025 Student Code of Conduct and the 2024-2025 Fees and Dues.

Stipulation: Changes to be made to use of cellular devices and presented in the July 30 board meeting.

Motion by Katie Joyner and second by Robert Marquez

Motion carried 4-3

Opposed: Tommy Bishop, Michael Booker, and Brandon Hodges

10.H. Discussion of and Request for Approval of Resolution to Delegate Hiring Authority to the Superintendent for Contractual Personnel Through the End of August 2024.

The Board Approved the Resolution to Delegate Hiring Authority to the Superintendent for Contractual Personnel Through the End of August 2024.

Motion by Robert Marquez and second by Sara Burleson

Motion carried 4-3

Opposed: Michael Booker, Brandon Hodges, and Bryan Murry

10.I. Discussion of and Request for Approval of the Nomination for TASB Board Position-Region 18.

The Board Approved the Nomination of Sara Burleson for TASB Board Position-Region 18.

Motion by Katie Joyner and second by Robert Marquez

Motion carried 5-2

Opposed: Brandon Hodges and Bryan Murry

**11. 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.

12. Action Arising from Closed Session

There was no closed session

13. Consent Agenda

The Board Approved Consent Items A., B., D., G., H., J., K., L., Q., S., W., X., and Y. as presented.

Motion made by Katie Joyner and second by Bryan Murry

Motion carried 7-0.

The following consent item was pulled by Dr. Howard: 13.R.  
The following items were pulled by board members:  
Bryan Murry: E, M, N, O, P, and T  
Robert Marquez: V  
Brandon Hodges: C., E., F., I., M., N., O., P., R., T., U., and V

After further discussion, the Board voted on the pulled items:

13.A. Approval of Board Meeting Minutes

13.B. Approval of Monthly Financials

13.C. Approval of Lease Renewal with the City of Midland for Astound Broadband Stadium Use.

Motion made by Katie Joyner, second by Bryan Murry

Motion carried 7-0

13.D. Approval of the Optional Flexible School Day Program (OFSDP)

13.E. Approval of the 2023-2024 Final Budget Amendment

Motion made by Bryan Murry, second by Robert Marquez

Motion carried 7-0

13.F. Approval of Committed Funds to the Capital Projects Fund

Motion made by Robert Marquez, second by Bryan Murry

Motion carried 5-2

Opposed: Michael Booker and Brandon Hodges

13.G. Approval of School Kit Contract Agreement Related to the TEA Learning Acceleration Support Opportunities (LASO) Strong Foundations Planning Grant

13.H. Approval of the 2023-2024 Application for Low Attendance Waiver

13.I. Approval of UIL Exemption List for the 2024-2025 School Year

Motion made by Katie Joyner, second by Robert Marquez

Motion carried 5-2

Opposed: Michael Booker and Brandon Hodges

13.J. Approval of Amendments to the 2024-2025 MISD Compensation Manual

13.K. Approval of Memorandum of Understanding between Midland ISD and Midland College Concerning Dual Credit

13.L. Approval of Property Insurance Renewal

Items M., N., O., P. consolidated for vote

Motion made by Robert Marquez and second by Brandon Hodges

Motion failed 1-6

Opposed: Tommy Bishop, Michael Booker, Sara Burlison, Katie Joyner, Brandon Hodges, and Bryan Murry

13.M. Approval of Amendment RFP # 23-320 On-Call Plumbing Services and Supplies

Motion made by Robert Marquez and second by Brandon Hodges

Motion failed 1-6

Opposed: Tommy Bishop, Michael Booker, Sara Burlison, Katie Joyner, Brandon Hodges, and Bryan Murry

13.N. Approval of Amendment RFP # 23-321 On-Call Electrical Maintenance Services and Supplies

Motion made by Robert Marquez and second by Brandon Hodges

Motion failed 1-6

Opposed: Tommy Bishop, Michael Booker, Sara Burlison, Katie Joyner, Brandon Hodges, and Bryan Murry

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

Motion made by Robert Marquez and second by Brandon Hodges

Motion failed 1-6

Opposed: Tommy Bishop, Michael Booker, Sara Burlison, Katie Joyner, Brandon Hodges, and Bryan Murry

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

Motion made by Robert Marquez and second by Brandon Hodges

Motion failed 1-6

Opposed: Tommy Bishop, Michael Booker, Sara Burlison, Katie Joyner, Brandon Hodges, and Bryan Murry

13.Q. Approval of RFP # 23-416 Percentage Discount Off Maintenance, Transportation, Miscellaneous Supplies and Equipment

13.R. Approval of RFP # 23-445 On-Site/Near Site Clinic

13.S. Approval of RFP # 23-447 CNS Kitchen Equipment

13.T. Approval of RFP # 23-459 Instructional Coaching Support, PLC Model and Facilitation

Motion by Bryan Murry and second by Katie Joyner

Motion carried 6-1

Opposed: Brandon Hodges

13.U. Approval of RFP # 23-460 Instructional Coaching Tools

Motion by Katie Joyner and second by Sara Burlison

Motion carried 6-1

Opposed: Brandon Hodges

13.V. Approval of RFP # 23-468 Bunche Site 2

Motion made by Robert Marquez to table item. No second.

Motion to approve made by Katie Joyner and second by Michael Booker  
Motion carried 6-1  
Opposed: Robert Marquez

13.W. Approval of RFQ # 23-473 Construction Material Testing (CMT) Services Pool of Providers for the 2023 Bond Program

13.X. Approval of Construction Materials Testing Services for Package 1: New Elementary School as part of the 2023 Bond Program

13.Y. Approval of Geotechnical Service Firm for Package 5: Middle School Group B Associated with the 2023 Bond Program and Authorization to Execute an Agreement

#### 14. Information Items

14.A. Board Committee Monthly Report

14.B. Reportable Purchase Orders over \$100,000

#### 15. Adjourn

The meeting adjourned at approximately 10:11 p.m.  
Motion by Katie Joyner and second by Brandon Hodges  
Motion carried 7-0





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Mrs. Melissa Horner

**Subject:** Approval of Memorandum of Understanding between Midland ISD and Communities in Schools of the Permian Basin, INC.

### Consent Item

#### **Financial Impact**

\$225,000.00 for the 2024 – 2025 school year.

#### **Board Goal/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% by 2028. (data source: TAPR)

#### **Executive Summary**

The purpose of the Memorandum of Understanding between Midland Independent School District (MISD) and Communities in Schools of the Permian Basin (PBCIS) is to provide campus coordinators at 11 campuses. Campus coordinators provide assistance to MISD students who are at risk. Services provided will fall within the scope of the six (6) components of the CIS model:

- Supportive Guidance
- Health and Human Services
- Parent and Family Engagement
- Enrichment Activities
- College and Career Readiness
- Academic Support

Campus Coordinators will provide services addressing Academics, Attendance, Behavior, and Social Services.

#### **Contact Person**

Mrs. Melissa Horner, Executive Director of Student Services

Mr. Robert Cedillo, Deputy Superintendent

#### **Enclosure**

MOU Between Midland ISD and Communities in Schools of the Permian Basin

# MIDLAND INDEPENDENT SCHOOL DISTRICT

## MEMORANDUM OF UNDERSTANDING BETWEEN THE MIDLAND INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

### COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

**THIS MEMORANDUM OF UNDERSTANDING** hereinafter referred to as “the Agreement” is made by and between the Midland Independent School District (hereinafter referred to by name or as MISD), and Communities in Schools of the Permian Basin, Inc. (hereinafter referred to by name or as CISP), pursuant to Chapter 791 of the Texas Government Code.

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. is a non-profit organization administered by the Texas Education Agency (TEA); and

**WHEREAS**, the Midland Independent School District desires to contract with Communities In Schools of the Permian Basin, Inc. to render services to MISD students participating in the CISP model; and

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. desires to perform said services;

**NOW THEREFORE**, the parties enter into the following Agreement:

#### ARTICLE 1 – CONTRACT TERM

This Agreement for services is effective August 1, 2024, and shall continue through July 31, 2025.

#### ARTICLE 2 – PURPOSE

The purpose of the Agreement is to provide assistance to MISD students who are at risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to the Texas Education Code 29.081 (d) 1 through 13 (g).

#### ARTICLE 3 – SCOPE OF SERVICES

CISP will provide to MISD during the term hereof, the following projects and services:

#### CASE MANAGEMENT

- (1) At least one full-time Campus Coordinator, per campus, to assist and case manage 90 MISD students who are at-risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to Texas Education Code 29.081 (d) 1 through 13 (g). CISP will case manage participating students and will coordinate referrals to and from its partnering agencies. Services provided will fall within the scope of the six (6) components of the CIS model: Supportive Guidance; Health and Human Services; Parent and Family

Engagement; Enrichment Activities; College and Career Readiness; and Academic Support. Campus Coordinators will provide services addressing Academics, Attendance, Behavior and Social Services.

- (2) Prevention services will address drug and alcohol and tobacco issues via presentations and educational activities.
- (3) Program offerings that address academic or social development topics and are developed by CISPB and/or partner agencies may be implemented on individual campuses with the respective campus administrator's approval.
- (4) Each Campus Coordinator will be expected to meet the established goal of 90 students per campus by January 31, 2025.

### **MENTAL HEALTH SUPPORTS**

- (1) Mental health supports, including counseling by licensed counselors, peer support services led by Master's level Social Workers, and other modalities including but not limited to animal-assisted therapy and cognitive behavioral therapy.
- (2) Consistently occurring counseling sessions and/or peer-support services for each student identified as requiring the service, according to student need.
- (3) Ongoing evaluation of students' mental health risk and progress through evidence-based assessment tools and practices.
- (4) Supervision and oversight of the mental health support team in accordance with CIS personnel policies and consistent with state law. Project staff members remain employees of CIS.
- (5) CIS-led mental health trainings will be offered to the district at reduced or no cost.

MISD will provide to CISPB during the term hereof, the following projects and services:

- (1) A computer generated list of students meeting the TEA definition of "at-risk." This list will be supplied to CISPB as soon as possible following the last day of classes in the second semester. CISPB will focus on enrolling students from this list by contacting parents to promote the services available to their children.
- (2) Additional referrals of students meeting the TEA definition of "at-risk" throughout the academic year.
- (3) Ensure teachers and administrators at all participating campuses are familiar with the combined goals of MISD and CISPB and that all MISD campus staff work cooperatively with CISPB to ensure the goal of 90 students per campus is met by January 31, 2025.
- (4) Ensure CISPB has adequate access to student data records necessary to assess the eligibility of students for the CIS program, assess student needs, monitor student progress, and to evaluate the effectiveness of service delivery. Such data will include demographics, grades,

attendance records, TAKS/STAAR/EOC testing, transcripts, behavior referrals, graduation plans, and any other data required to case manage students as required in the TEA Campus Handbook.

- (5) Provide a single point of contact responsible for the facilitation and resolution of problems or obstacles faced by CISPb in meeting expected outcomes.
- (6) Include CISPb staff in district trainings and seminars related to the combined goals of MISD and CISPb of retention and graduation of “at-risk” students.
- (7) Provide the following at all campuses served by CIS: janitorial services, utilities, maintenance/repair, phones, office furniture, and computer.

#### **ARTICLE 4 – CAMPUS AND DISTRICT IMPROVEMENT PLANS**

MISD will ensure that CISPb is written into the campus and district improvement plans as a strategy for drop-out prevention.

#### **ARTICLE 5 – SUPERVISION**

CISPb as employer of record for the Campus Coordinators will provide day to day supervision of work product and behavior as required by CISPb Employee Handbook and the TEA mandated CIS Program Operations Requirements. MISD, as campus host, will provide feedback to CISPb management on work product and behavior, both positive and negative. Such feedback shall be in the form of a written report, to remain on file with MISD and a copy provided to CISPb. CISPb will communicate issues requiring significant disciplinary actions with MISD when such action is warranted. CISPb remains the final authority on disciplinary measures related to Campus Coordinators when the problem is related to CIS policies and procedures. Campus administration will be provided monthly reports of each Campus Coordinator’s activities. Should a Coordinator’s job performance need improvement, CISPb will place the

Coordinator on a Performance Improvement Plan designed to best serve the employee, the District, and the students. CISPb will immediately investigate and address any workplace product or behavior the District believes to be disruptive or counter-productive to the Campus educational process.

#### **ARTICLE 6 – EVALUATION COMPONENT**

CISPb will provide to MISD a written report of the program’s effectiveness by the November, 2025 Board meeting covering the prior contract term. Surveys will be distributed to CISPb students, parents, administrators, and support staff by April 2025 for evaluation of the current years' services.

#### **ARTICLE 7 – PROGRAM PLACEMENT**

**The following campuses to be served in this term's program contract are (number in parentheses indicates number of staff onsite):**

- Midland Senior High School (1)
- Legacy Senior High School (1)
- Legacy Freshman High School (1)

- Midland Freshman High School (1)
- Goddard Junior High School (1)
- Alamo Junior High School (1)
- San Jacinto Junior High (1)
- Abell Junior High (1)
- South Elementary (1)
- De Zavala Elementary (1)
- Midland Alternative Program (1)

## **ARTICLE 8 – COMPENSATION AND METHOD OF PAYMENT**

For and in consideration of the services to be performed by CISPb pursuant to this Agreement, Midland ISD agrees to pay to CISPb \$225,000.00.

Upon receipt of invoice from CISPb, payment shall be paid in quarterly installments of \$56,250.00 for services rendered for the total sum of 225,000.00.

## **ARTICLE 9 – USES OF MISD INFORMATION AND RECORDS BY CISPb**

Authorized representatives of CISPb may access and use student data obtained from MISD for the sole purpose of enrolling and case managing MISD students in the CIS program. The extent of the information will be mutually agreed upon by MISD and CISPb; but at a minimum, due to TEA requirements, will include: student demographics 1 and 2, grades, attendance records, behavior and discipline reports, STAAR/EOC information, graduation plans, and transcripts. Limited direct access to databases will be provided through Eduphoria and Skyward systems. Each Coordinator will be assigned to a class period as teacher with the entire CISPb student roster as students. This access will allow Coordinators to view attendance, STAAR/EOC history, six-weeks grades, schedule and emergency information. User names and passwords will be provided to each Coordinator. The district point of contact for additions to class rosters will be spelled out at the beginning of each school year or whenever staff turnover occurs.

Administrative and Information Services will provide a report to show each CIS student's free/reduced lunch status twice per six weeks, Administrative and Information Services will provide a report to show disciplinary infractions for each CIS student twice per six weeks. Discipline information needed on a more frequent basis will be obtained from campus personnel such as the principal, assistant principal, counselor or data specialist.

Required information not available through Eduphoria and Skyward sources explained above, shall be provided as ad hoc reports or through other mechanisms determined through mutual agreement between MISD and CISPb.

CISPb will provide the list of student participants to the district point of contact as students enroll. Necessary student information shall be returned to CISPb or made accessible to CISPb within seven calendar days to allow the Coordinators to complete the TEA required assessments within 14 calendar days of receipt of Parental Consent Forms (TEA requirement).

CISPb will not release or disclose to the public or any third party such information or records without the prior written consent of the parent(s) of the minor child in question, except as required by state or federal

law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of CISPb for the permissible uses stated herein. Said information is considered confidential, and shall not be used by CISPb or any of its employees or agents for private purposes. CISPb acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, CISPb will educate and inform its staff regarding MISD “Acceptable Use Guidelines for Technology”, permissible uses of the student information and records obtained from MISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.). CISPb further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by CISPb after the need for such information ceases to exist.

## **ARTICLE 10 – TERMINATION**

This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent in writing by both parties.
- B. By either party upon thirty (30) days written notice to the other party.
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

## **ARTICLE 11 – AMENDMENTS**

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

## **ARTICLE 12 – ASSIGNMENT**

Neither party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other party.

## **ARTICLE 13 – LIABILITY AND INDEMNITY**

The parties hereto agree to the extent permitted by law, to forever release from liability, indemnify, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, CISPb agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless, MISD for the acts and/or omissions of any CISPb employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, MISD agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless CISPb for the acts and/or omissions of any MISD employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

## **ARTICLE 14 – NOTICES**

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For CISPb: Communities In Schools of the Permian Basin, Inc.

Eliseo Elizondo, Executive Director  
PO Box 10532  
Midland, TX 79702

For MISD: Midland Independent School District  
Dr. Stephanie Howard,  
Superintendent  
615 W. Missouri Ave.  
Midland, TX 79701

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. and the Midland Independent School District agree to the terms as set forth above, this Agreement shall be effective on the date described in Article 1 provided Agreement is fully executed by the proper authorities of each entity, after approval by the governing bodies of such entities.

**AGREED TO BY:**

**COMMUNITIES IN SCHOOLS  
OF THE PERMIAN BASIN, INC.**

Eliseo Elizondo,  
Executive Director

Date: 06/01/2024

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

**MIDLAND INDEPENDENT  
SCHOOL DISTRICT**

Stephanie Howard,  
Superintendent

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

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





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

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

**Subject:** Approval of the 2024-2025 Professional Learning Plan

### Consent Item

#### **Executive Summary:**

The Board is being asked to approve the 2024-2025 Midland ISD Professional Learning Plan. Midland ISD board policy DMA(LOCAL) stipulates that the Superintendent shall recommend the District's professional development plan for all District employees.

The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

Professional Development required by Midland ISD meets at least the minimum as outlined in the SBEC clearinghouse. Midland ISD offers more than set forth in the SBEC clearinghouse.

#### **Recommendation:**

Recommend the Board approve the 2024-2025 Midland ISD Professional Learning Plan.

#### **Motion:**

Move to approve the 2024-2025 Midland ISD Professional Learning Plan.

#### **Estimated Time to Prepare Agenda Item:**

6 Hours

#### **Contact Person:**

Jessie Garcia, Executive Director of Talent Acquisition and Development

#### **Enclosure:**

2024-2025 Midland ISD Professional Learning Plan



Midland Independent School District

# 2024-2025 PROFESSIONAL LEARNING PLAN

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615 W Missouri Ave  
Midland, TX 79701  
(432) 240-1000

[www.midlandisd.net](http://www.midlandisd.net)  
171 [talent@midlandisd.net](mailto:talent@midlandisd.net)

# MISD STRATEGIC PLAN



Professional Learning plays an important part in the three pillars of our District Strategic Plan. In the Student Experience, teachers must have the most relevant and timely professional learning to help create excellent student experiences. In Engage & Act, our professional learning is impacted by our partnerships with our community from the locations of our professional learning, to the content of our sessions, our work with our community helps impact our professional learning.

Our second pillar called Grow and Develop Staff is where the heart of professional learning lives. Once we recruit and hire employees, we must then work to provide professional learning to meet their needs. Our district offers a wide range of professional learning opportunities throughout the school year. From our summer professional learning, to our back to school events, and professional learning that is job-embedded, we never stop learning.

This professional learning plan, establishes short and long term goals for professional learning. In addition, we define the importance of establishing a culture of learning. As an educational organization, it is important we model a culture of learning in all areas of our work. This plan also outlines the required professional learning in our district and aligns our academic calendar with our 2024-2025 professional learning events. We are excited to bring to our staff opportunities for growth and development to improve instruction and operations.

# CULTURE OF



# LEARNING

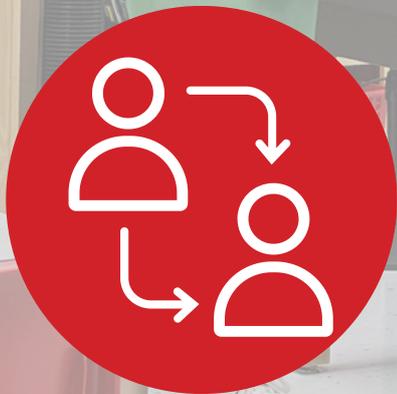
Midland ISD is dedicated to establishing a culture of learning for all students and staff in our organization. In Midland ISD, we are dedicated to our professional learning beliefs.

Professional Learning should be...

- Personalized to meet the needs of our students and staff.
- Relevant and engaging.
- Research-based and applicable.
- Delivered by knowledgeable presenters.
- Rooted in Best Practices.
- Ongoing and timely.
- Adding value to participants.
- Tailored to the audience.

# PROFESSIONAL LEARNING GOALS

Midland ISD short-term professional learning goals:  
Accomplished in 1-3 years.



## ESTABLISH A QUALITY COACHING MODEL

A support system for all teachers will be created to provide feedback to increase teacher effectiveness.



## ESTABLISH A QUALITY MENTOR PROGRAM

A support system for new teachers will be created to provide effective mentoring to improve teacher job connectedness and retention.



## CULTIVATE TALENT PIPELINES

Create talent pipelines for difficult-to-staff positions, such as the Texas Tech Principal Fellowship, (Teachers, Counselors, Nurses, Etc.)

# PROFESSIONAL LEARNING GOALS

Midland ISD long-term professional learning goals:  
Accomplished in 3-5 years.



## ADDITIONAL CERTIFICATIONS

We will continue to work with employees as they pursue other certifications such as National Board Certification and other educational and industry based certifications.



## REPLICATE EFFECTIVE MODELS TO NON-INSTRUCTIONAL ROLES

Utilize effective models across other district departments to provide quality professional learning opportunities for all employees.

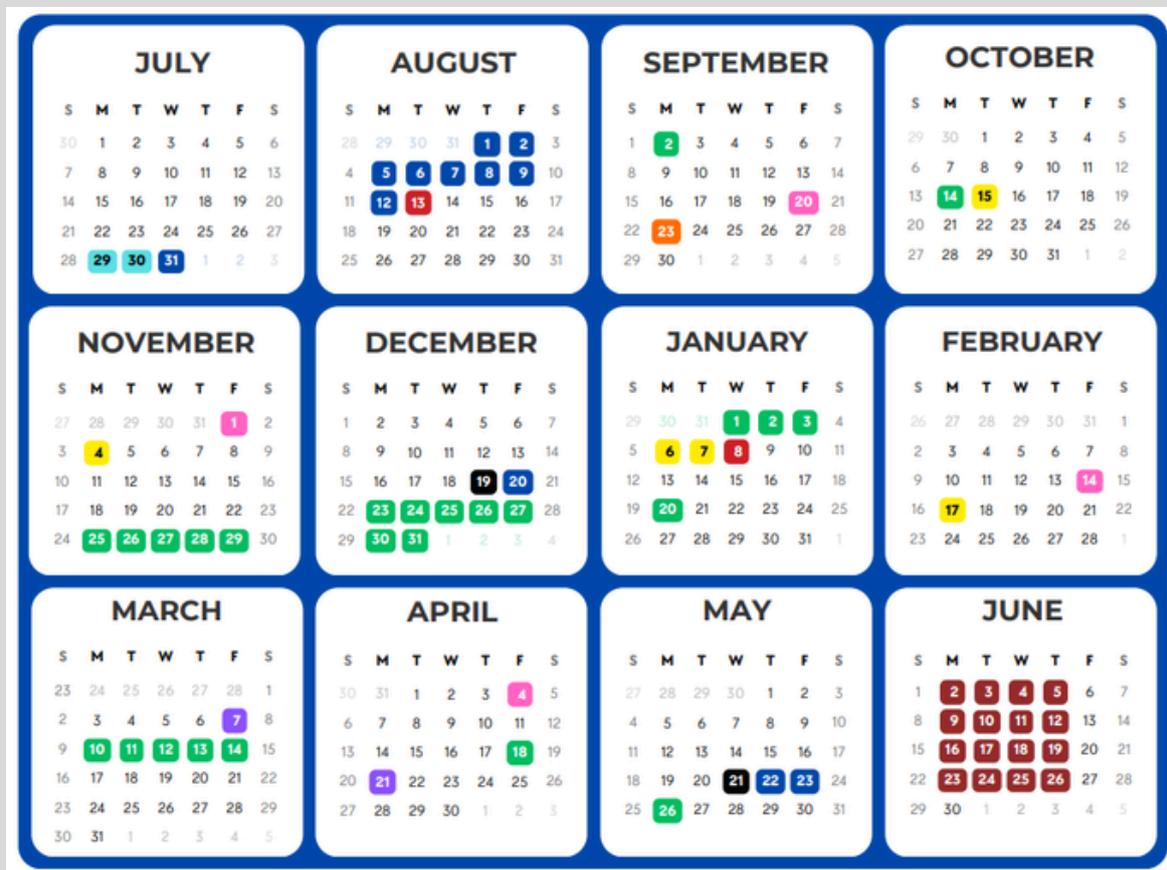


## ESTABLISH AND MAINTAIN PROFESSIONAL LEARNING EXPECTATIONS

Professional Learning Presenters will be trained to establish a standard for professional learning design and delivery to create sessions that are effective, relevant, and engaging.



# 2024-2025 ACADEMIC CALENDAR



### First Day of Fall and Spring Semesters

- 8/13: First Day of Fall Semester
- 1/8: First Day of Spring Semester

### Last Day of Fall and Spring Semesters

- 12/19: Early Release for Students
- 5/21: Early Release for Students

### End of Six Weeks

- 9/20: End of 1st Six-Weeks
- 11/1: End of 2nd Six-Weeks
- 12/19: End of 3rd Six-Weeks
- 2/14: End of 4th Six-Weeks
- 4/4: End of 5th Six-Weeks
- 5/21: End of 6th Six-Weeks

### Summer Learning

- 6/2-6/26: Summer Learning

### \*\*\*No school for students\*\*\*

#### Bad Weather Days

- 3/7: Bad Weather Day
- 4/21: Bad Weather Day

#### Holidays

- 9/2: Labor Day
- 10/14: Columbus Day
- 11/25-11/29: Thanksgiving Break
- 12/20-1/7: Christmas Break
- 1/20: MLK, Jr. Day
- 3/10-3/14: Spring Break
- 4/18: Good Friday
- 5/26: Memorial Day

#### New Employee Orientation

- 7/29: New Employee Orientation

#### Parent Teacher Conference Day

- 9/23: Campus Parent Teacher Conference Day

#### Professional Learning Days

- 10/15: Campus PL Day
- 11/4: District PL Day
- 1/6: District PL Day
- 1/7: Campus PL Day
- 2/17: District PL Day

#### New Teacher Academy

- 7/29: New Teacher Academy
- 7/30: New Teacher Academy

### Workdays: Campus or District Professional Learning and Teacher Workdays

- 7/31: AM Campus/ PM Convocation
- 8/1: Elementary Elevate/ Secondary Teacher Workday
- 8/2: Secondary Elevate/ Elementary Teacher Workday
- 8/5: Secondary Campus PL Day/ Elementary District PL Day
- 8/6: Secondary Campus PL Day/ Elementary District PL Day
- 8/7: Elementary Campus PL Day/ Secondary District PL Day
- 8/8: Elementary Campus PL Day/ Secondary District PL Day
- 8/9: Campus Workday
- 8/12: Teacher Workday
- 12/20: Campus Workday
- 5/22: Campus Workday
- 5/23: Campus Workday

# REQUIRED PROFESSIONAL LEARNING

Midland ISD board policy DMA (local) stipulates that the Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

- Be guided by the [SBEC clearinghouse training recommendations](#)
- Note any differences in the District's plan from the clearinghouse recommendations; and
- Include a schedule of the required professional development for all District employees.

Professional Development required by MISD meets at least the minimum as outlined in the SBEC clearinghouse. In many cases, MISD offers more than set forth in the SBEC clearinghouse.

The schedule for required professional development for all district employees is as follows:

Name of Training	Required Personnel	Mode of Learning	Due Date
Bloodborne Pathogens Exposure Prevention	All Staff	Vector Training	November 15, 2024
Bullying: Recognition & Response	All Staff	Vector Training	November 15, 2024
Bloodborne Pathogens Exposure Prevention	All Staff	Vector Training	November 15, 2024
<b>*Bullying: Recognition &amp; Response</b>	All Staff	Vector Training	November 15, 2024
Child Abuse: Mandatory Reporting	All Staff	Vector Training	November 15, 2024
<b>*Conflict Management: Managing the Angry Parent</b>	All Staff	Vector Training	November 15, 2024
<b>*Conflict Management: Student-to-Student</b>	Administrator & Counselor at Campus Level	Vector Training	November 15, 2024
Cultural Competence and Racial Bias	Principals & Assistant Principals	Vector Training	November 15, 2024
Customer Service Overview: Administration	Central Office, Campus Clerical & Administrator at Campus Level	Vector Training	November 15, 2024
Cybersecurity Awareness	All Staff <sup>177</sup>	Vector Training	November 15, 2024

Name of Training	Required Personnel	Mode of Learning	Due Date
Dating Violence: Identification and Prevention	All Staff	Vector Training	November 15, 2024
Digital Citizenship Playlist	All Teachers	Vector Training	November 15, 2024
FERPA: Confidentiality of Records	All Staff	Vector Training	November 15, 2024
General Ethics in the Workplace	All Staff	Vector Training	November 15, 2024
HIPAA Overview	All Nurses	Vector Training	November 15, 2024
Hazard Communication: Right to Understand (GHS)	All Staff	Vector Training	November 15, 2024
<b>*Human Trafficking Awareness</b>	All Staff	Vector Training	November 15, 2024
Incident Command Systems	All Supervisors, Police & Nurses	Vector Training	November 15, 2024
MISD: Conducting Lawful and Non Discriminatory Interviews	Leadership, Supervisors, District Admin/ Professionals	Vector Training	November 15, 2024
MISD: Gradebook Setup in Skyward	All Teachers	Vector Training	November 15, 2024
MISD: Taking Attendance in Skyward	All Teachers	Vector Training	November 15, 2024
MISD: Teacher Discipline Referral	All Teachers	Vector Training	November 15, 2024
Seizure Training for School Nurses by Epilepsy Foundation of America	All Nurses	Vector Training	November 15, 2024
Seizure Training for School Personnel by Epilepsy Foundation of America	All Staff	Vector Training	November 15, 2024
Sexual Harassment: Staff-to-Staff	All Staff	Vector Training	November 15, 2024
Sexual Misconduct: Staff-to-Student	All Staff	Vector Training	November 15, 2024
Student Drug & Alcohol Abuse	All Staff	Vector Training	November 15, 2024
Student Mental Health: Awareness, Intervention and Referral	All Staff	Vector Training	November 15, 2024

Name of Training	Required Personnel	Mode of Learning	Due Date
Title IX Compliance Overview	All Staff	Vector Training	November 15, 2024
<b>*Youth Suicide: Awareness, Prevention and Postvention</b>	All Staff	Vector Training	November 15, 2024
MISD: Vehicle Safety & Use Program Training	School Plant Services, Transportation, Warehouse/ Purchasing	Vector Training	November 15, 2024
New Staff Orientation: Acceptable Use Policy	All Staff	Vector Training	November 15, 2024
New Staff Orientation: Technology Resources & System Overview	All Staff	Vector Training	November 15, 2024
New Teacher Orientation: T-TESS Rubric	New Teachers	Vector Training	November 15, 2024
TEA Ethics Training (Modules 1-4)	Teachers hired after 8/1/2024	Vector Training	November 15, 2024
<b>*Increasing Awareness of Trauma Informed Care</b>	All Staff	Vector Training	November 15, 2024
<b>*UIL Safety Training</b>	Coaches, Trainers, Sponsors of Extracurricular activity, Director responsible for school marching band	Back to School Professional Development	November 15, 2024
<b>*Administration of an epinephrine auto-injector</b>	Authorized school personnel	Individualized on Campus by Student Need	November 15, 2024
Standard Response Protocol	All Staff	Vector Training	November 15, 2024

\*SBEC Clearinghouse Required Courses

# COURSE CREDIT



## IN DISTRICT PROFESSIONAL LEARNING SESSIONS

Staff members will be awarded credit in Eduphoria Strive for sessions attended. Each hour of participation in a professional learning session is equal to one Continuing Professional Education (CPE) credit.



## OUT OF DISTRICT PROFESSIONAL LEARNING SESSIONS

Staff members must submit a certificate of completion via Eduphoria Strive to earn credit for professional learning attended outside of the district.

# PROFESSIONAL LEARNING OPPORTUNITIES

Many optional professional learning opportunities are available every day in Midland ISD. The professional learning offerings are maintained on our website and communicated via email to all staff. Opportunities for Instructional (Principals, Teachers, Paraprofessionals, Counselors, Etc.) and Non-Instructional (Clerks, Administrative Assistants, Etc.) Staff will be found on our website.

<https://www.midlandisd.net/Page/36224>



[WWW.MIDLANDISD.NET](http://WWW.MIDLANDISD.NET)



615 W MISSOURI AVE, MIDLAND, TX 79701



(432) 240-1000



[TALENT@MIDLANDISD.NET](mailto:TALENT@MIDLANDISD.NET)





# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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**Meeting Date:** July 30, 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 June 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 June 2024.

**Contact Person**

Tucker Durham, Chief Financial Officer

**Enclosure**

June 2024 Monthly Financial Report

# Monthly Financial Report

*As of June 30, 2024*

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

**GENERAL FUND**

As of June 30, 2024

	Original Budget	Revised Budget	2023-2024 FYTD Activity	Percent of Revised Budget
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 373,065,822	\$ 323,877,629	\$ 321,868,274	99.38%
5700 Other Local Revenue	15,000,000	24,469,284	24,702,196	100.95%
5800 State Revenue	72,784,091	63,522,701	55,405,739	87.22%
5831 TRS On-Behalf	10,842,736	14,608,922	11,644,319	79.71%
5900 Federal Revenue	2,100,000	3,363,745	1,378,575	40.98%
<b>Total Revenues</b>	<b>473,792,649</b>	<b>429,842,281</b>	<b>414,999,104</b>	<b>96.55%</b>
<b>EXPENDITURES by FUNCTION</b>				
11 - Instructional Services	180,410,106	183,351,377	166,170,155	90.63%
12 - Instructional Resources and Media Services	3,799,417	3,286,929	2,821,305	85.83%
13 - Staff Development	5,146,708	6,429,037	5,796,567	90.16%
21 - Instructional Administration	8,118,340	7,495,654	7,290,356	97.26%
23 - Campus Administration	16,534,164	16,494,931	15,542,702	94.23%
31 - Guidance and Counseling	12,650,928	12,775,681	11,327,852	88.67%
32 - Social Services	638,927	872,636	793,405	90.92%
33 - Health Services	3,548,435	3,689,562	3,329,969	90.25%
34 - Student (Pupil) Transportation	11,163,680	11,700,518	10,022,414	85.66%
35 - Food Services	4,720	365,988	299,934	81.95%
36 - Cocurricular / Extracurricular Activities	7,405,354	8,931,807	8,462,396	94.74%
41 - General Administration	8,857,593	8,713,671	8,212,003	94.24%
51 - Plant Maintenance and Operation	43,463,163	45,898,844	42,078,203	91.68%
52 - Security and Monitoring Services	4,242,534	5,797,365	5,272,050	90.94%
53 - Data Processing Services	7,886,421	7,467,785	7,240,880	96.96%
61 - Community Services	1,408,328	1,291,932	1,165,554	90.22%
71 - Debt Services	1,089,410	2,075,374	1,786,965	86.10%
81 - Facilities Acquisition and Construction	-	14,853,777	13,918,077	93.70%
91 - Contract Instructional Services (Ch. 49 Recap)	154,040,347	95,497,058	96,041,973	100.57%
99 - Intergovernmental Charges	3,384,074	3,082,074	3,078,650	99.89%
<b>Total Expenditures</b>	<b>473,792,649</b>	<b>440,072,001</b>	<b>410,651,410</b>	<b>93.31%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	1,976,049	1,976,049	
8900 Other Financing Uses	-	5,517,354	-	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>(13,771,025)</b>	<b>6,323,743</b>	
<b>EXPENDITURES by OBJECT</b>				
6100 Payroll	237,824,766	229,430,282	214,270,631	93.39%
6200 Contracted Services	49,055,090	56,459,931	50,216,781	88.94%
6224 Ch. 49 Recapture Payment	154,040,347	95,497,058	96,041,973	100.57%
6300 Supplies	19,173,686	21,806,361	18,586,914	85.24%
6400 Other Operating Expenses	8,939,889	12,824,486	9,807,188	76.47%
6500 Debt Service	1,089,410	2,075,374	1,786,965	86.10%
6600 Capital Outlay	3,669,461	21,978,509	19,940,958	90.73%
<b>Total Expenditures</b>	<b>473,792,649</b>	<b>440,072,001</b>	<b>410,651,410</b>	<b>93.31%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	1,976,049	1,976,049	
8900 Other Financing Uses	-	5,517,354	-	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>(13,771,025)</b>	<b>6,323,743</b>	

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**CHILD NUTRITION FUND**  
*As of June 30, 2024*

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>2023-2024 FYTD Activity</b>	<b>Percent of Revised Budget</b>
<b>REVENUES</b>				
5700 Other Local Revenue	\$ 1,780,742	\$ 3,399,163	\$ 3,414,219	100.44%
5800 State Revenue	58,905	57,099	57,099	100.00%
5900 Federal Revenue	11,088,836	12,526,901	12,658,501	101.05%
<b>Total Revenues</b>	<b>12,928,483</b>	<b>15,983,162</b>	<b>16,129,819</b>	<b>100.92%</b>
<b>EXPENDITURES by FUNCTION</b>				
35 - Food Services	17,224,202	16,415,466	15,769,143	96.06%
<b>Total Expenditures</b>	<b>17,224,202</b>	<b>16,415,466</b>	<b>15,769,143</b>	<b>96.06%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	2,026	2,026	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>2,026</b>	<b>2,026</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(4,295,719)</b>	<b>(430,278)</b>	<b>362,702</b>	
<b>EXPENDITURES by OBJECT</b>				
6100 Payroll	6,331,224	6,331,224	5,816,455	91.87%
6200 Contracted Services	2,613,259	1,416,430	855,125	60.37%
6300 Food & Other Supplies	3,994,719	7,053,328	7,397,995	104.89%
6400 Other Operating Expenses	500,000	152,870	437,954	286.49%
6600 Capital Outlay	3,785,000	1,461,614	1,261,613	86.32%
<b>Total Expenditures</b>	<b>17,224,202</b>	<b>16,415,466</b>	<b>15,769,143</b>	<b>96.06%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	2,026	2,026	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>2,026</b>	<b>2,026</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(4,295,719)</b>	<b>(430,278)</b>	<b>362,702</b>	

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**DEBT SERVICE FUND**  
*As of June 30, 2024*

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2023-2024 FYTD Activity</u>	<u>Percent of Revised Budget</u>
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 32,296,372	\$ 104,248,209	\$ 104,743,239	100.47%
5700 Other Local Revenue	500,000	2,585,422	3,089,289	119.49%
5800 State Revenue	200,000	539,550	539,550	100.00%
<b>Total Revenues</b>	<b>32,996,372</b>	<b>107,373,181</b>	<b>108,372,078</b>	<b>100.93%</b>
<b>EXPENDITURES by FUNCTION</b>				
71 - Debt Service (Principal)	28,446,271	4,860,000	4,860,000	100.00%
71 - Debt Service (Interest)	4,450,101	4,763,690	4,763,690	100.00%
71 - Bond Issuance Cost and Fees	100,000	20,035	5,035	25.13%
<b>Total Expenditures</b>	<b>32,996,372</b>	<b>9,643,725</b>	<b>9,628,725</b>	<b>99.84%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	450	450	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>450</b>	<b>450</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>97,729,906</b>	<b>98,743,803</b>	
<b>EXPENDITURES by OBJECT</b>				
6500 Debt Service	32,996,372	9,643,725	9,628,725	99.84%
<b>Total Expenditures</b>	<b>32,996,372</b>	<b>9,643,725</b>	<b>9,628,725</b>	<b>99.84%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	450	450	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>450</b>	<b>450</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>97,729,906</b>	<b>98,743,803</b>	

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**LOCAL CAPITAL PROJECTS FUND**  
*As of June 30, 2024*

	Beginning Project Balance	Revised Budget	2023-2024 FYTD Activity	Percent of Revised Budget
<b>REVENUES</b>				
Interest Income		\$ 900,000	\$ 816,427	90.71%
<b>Total Revenues</b>		<b>900,000</b>	<b>816,427</b>	<b>90.71%</b>
<b>EXPENDITURES by PROJECT</b>				
Administration Building Concession Renovation	-	64,842	64,842	100.00%
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	-	136,052	129,249	95.00%
Bonham Demo & Entrance Installation	418,726	374,926	374,926	100.00%
Bonham Exterior Lighting	135,643	135,643	135,643	100.00%
Franks 101 Office Conversion	49,689	47,473	47,473	100.00%
Fuel Pumps Transportation	135,000	106,527	-	0.00%
Furniture Order - July 2023	529,569	-	-	0.00%
LHS Asbestos Abatement	-	33,220	33,220	100.00%
LHS Auditorium	50,873	26,242	26,242	100.00%
LHS Battery Power Backup	528,000	527,338	424,433	80.49%
LHS Dolls	-	84,051	84,051	100.00%
LHS Parking Lot	1,199,854	502,485	-	0.00%
Memorial Stadium LED Lighting Retrofit	298,000	298,000	-	0.00%
MFHS Parking Lot and Teacher Lot	454,519	-	-	0.00%
MHS Fence	21,616	21,616	21,616	100.00%
MHS Modernizing the Hydraulic Elevator	71,367	75,350	74,867	99.36%
MHS Parking Lot	-	243,432	-	0.00%
Nutrition Equipment	-	108,812	108,812	100.00%
Phase III RO	1,800,000	1,800,000	1,422,399	79.02%
Scharbauer Bus/Fire Lane Painting	-	-	-	0.00%
Scharbauer Covebase, Carpet, VCT	-	288,836	288,836	100.00%
Scharbauer Concrete	-	15,657	-	0.00%
Scharbauer Fence	-	14,877	14,877	100.00%
Scharbauer Irrigation	-	115,680	115,680	100.00%
Scharbauer Playground	-	262,837	262,837	100.00%
Scharbauer Refresh	-	47,730	43,180	90.47%
Scharbauer Stainless Steel Partition	-	17,815	17,815	100.00%
Scharbauer Water Well Install	-	12,040	12,040	100.00%
Semi-Trailer for Band	-	107,021	107,021	100.00%
South Elementary Irrigation	90,186	90,186	-	0.00%
Trane HVAC A/C Project	4,942,327	9,333,629	6,946,567	74.43%
Trane Project Phase III	-	3,686,732	3,244,324	88.00%
Trane Project Phase IV	15,000,000	12,884,930	8,632,903	67.00%
YWLA Booker T Washington Renovations	269,542	337,808	337,808	100.00%
YWLA Family Support Center	-	260,259	247,246	95.00%
Non-Fixed Asset Expenditures	1,900,395	1,538,057	988,674	64.28%
Contingency	-	618,277	-	0.00%
<b>Total</b>	<b>28,435,808</b>	<b>34,851,662</b>	<b>24,714,054</b>	<b>70.91%</b>
<b>Ending Estimated Fund Balance</b>		<b>(33,951,662)</b>	<b>(23,897,627)</b>	
<b>Beginning Fund Balance</b>		<b>(28,435,808)</b>		
<b>Transfer In</b>		5,515,854		
<b>Net Change in Budget Balance</b>		-		

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

**SELF INSURANCE FUND**

As of June 30, 2024

	2023-2024 FYTD Activity <b>MEDICAL</b>	2023-2024 FYTD Activity <b>DENTAL</b>	2023-2024 FYTD Activity <b>WORKERS COMP</b>	2023-2024 FYTD Activity <b>TOTAL</b>
<b>REVENUES</b>				
Premiums Collected	\$ 19,871,604	\$ 1,224,057	\$ 2,138,807	\$ 23,234,468
Stop/Loss Rebates	2,430,470	-	-	2,430,470
Interest Income	231,108	-	-	231,108
<b>Total Revenues</b>	<b>22,533,181</b>	<b>1,224,057</b>	<b>2,138,807</b>	<b>25,896,046</b>
<b>EXPENDITURES</b>				
Medical/Dental/Workers Comp Claims	17,336,562	1,321,559	527,018	19,185,140
RX Claims	6,149,784	-	-	6,149,784
MISD Care Clinic	233,086	-	-	233,086
Claims Administration: BCBS/TASB	300,385	-	67,225	367,610
Other Administrative Expenses: TPA Fees	37,980	-	-	37,980
Stop/Loss	1,100,050	-	162,932	1,262,982
<b>Total Expenditures</b>	<b>25,157,847</b>	<b>1,321,559</b>	<b>757,175</b>	<b>27,236,582</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(2,624,666)</b>	<b>(97,502)</b>	<b>1,381,632</b>	<b>(1,340,536)</b>

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

**HOUSING FUND**

As of June 30, 2024

	2023-2024 FYTD Activity	2023-2024 FYTD Activity	2023-2024 FYTD Activity TOWN & COUNTRY	2023-2024 FYTD Activity
	<u>STONEGATE</u>	<u>SIMPATICO</u>	<u>COUNTRY</u>	<u>TOTAL</u>
<b>REVENUES</b>				
Donations	\$ -	\$ -	\$ -	\$ -
Rental Income	216,117	193,383	242,732	652,232
Operating Transfers In	-	-	-	-
Misc. Income	-	-	-	-
<b>Total Revenues</b>	<u>216,117</u>	<u>193,383</u>	<u>242,732</u>	<u>652,232</u>
<b>EXPENDITURES</b>				
6200 Professional & Contracted Services	164,477	152,765	98,522	415,764
6300 Supplies & Materials	-	-	-	-
6400 Other Operating Expenses	16,216	32,407	78,540	127,163
6600 Capital Outlay	-	-	-	-
<b>Total Expenditures</b>	<u>180,693</u>	<u>185,172</u>	<u>177,062</u>	<u>542,926</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>35,425</u>	<u>8,211</u>	<u>65,670</u>	<u>109,306</u>

# Cash Flow Year-to-Date

*As of June 30, 2024*

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**CASH FLOW YEAR-TO-DATE**  
**GENERAL FUND**  
*As of June 30, 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> <u>ACTUAL</u>	<u>APRIL</u> <u>ACTUAL</u>	<u>MAY</u> <u>ACTUAL</u>	<u>JUNE</u> <u>ACTUAL</u>	<u>YEAR-END</u> <u>ACTUAL</u>
<b>RECEIPTS</b>													
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	25,618,657	4,483,640	1,315,906	2,420,950	321,539,768
Interest Income	1,731,178	1,159,631	844,959	911,574	842,883	922,291	1,044,029	1,549,935	1,811,603	1,722,378	1,679,516	1,521,206	15,741,185
Other Local Revenue	188,196	720,570	673,177	1,373,660	1,055,424	964,102	1,618,806	590,686	1,209,134	646,261	707,623	1,613,790	11,361,430
State Revenue													
Available School Fund	-	-	836,857	622,543	1,345,066	632,617	-	-	1,853,275	592,826	612,721	1,325,763	7,821,668
Foundation & Misc	-	-	25,871,208	21,041,240	231,879	29,082	-	-	-	-	-	-	47,173,409
Federal Revenue													
MAC/SHARS	44,582	44,291	33,884	-	-	225,344	23,086	69,254	69,679	63,318	159,081	61,287	793,807
Other Federal Funds	-	6,531	6,531	6,531	6,533	6,533	6,409	7,108	7,108	7,108	7,108	7,110	74,609
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	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Inflows</b>	<b>4,580,621</b>	<b>6,211,184</b>	<b>35,862,913</b>	<b>25,296,801</b>	<b>22,484,381</b>	<b>33,271,962</b>	<b>92,627,851</b>	<b>147,847,750</b>	<b>30,569,457</b>	<b>7,515,531</b>	<b>4,481,955</b>	<b>6,950,106</b>	<b>417,700,512</b>
<b>DISBURSEMENTS</b>													
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	11,342,967	10,817,656	13,762,429	12,727,298	140,215,908
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	12,850,527	13,530,589	17,959,167	18,490,856	168,559,802
Other (Whse, Prepaid, etc)	-	-	-	(1,337)	(3,430)	(821)	(1,055,85)	(2,686)	10,440,600	(7,991,24)	(1,427)	(120)	10,421,730
PY AP	3,915,536	732,667	-	-	-	-	-	-	-	-	-	-	4,648,203
PY Chapter 49	-	154,402,905	-	10,368,217	(410,662)	-	-	-	-	-	-	-	164,360,460
<b>Total Cash Outflows</b>	<b>18,880,604</b>	<b>186,169,744</b>	<b>22,679,706</b>	<b>32,843,075</b>	<b>23,690,404</b>	<b>27,721,018</b>	<b>19,747,391</b>	<b>34,561,610</b>	<b>34,634,094</b>	<b>24,340,254</b>	<b>31,720,169</b>	<b>31,218,034</b>	<b>488,206,104</b>
<b>Net Cash Flow</b>	<b>(14,299,982)</b>	<b>(179,958,560)</b>	<b>13,183,206</b>	<b>(7,546,273)</b>	<b>(1,206,023)</b>	<b>5,550,944</b>	<b>72,880,459</b>	<b>113,286,140</b>	<b>(4,064,638)</b>	<b>(16,824,723)</b>	<b>(27,238,215)</b>	<b>(24,267,928)</b>	<b>(70,505,591)</b>
<b>RECONCILIATION</b>													
<b>Beginning Cash Balance</b>	<b>394,532,693</b>	<b>379,156,187</b>	<b>191,382,644</b>	<b>210,541,911</b>	<b>200,936,258</b>	<b>196,096,533</b>	<b>203,172,931</b>	<b>288,010,017</b>	<b>404,363,738</b>	<b>403,969,910</b>	<b>383,272,568</b>	<b>362,028,347</b>	<b>394,532,693</b>
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	(4,064,638)	(16,824,723)	(27,238,215)	(24,267,928)	(70,505,591)
Payroll for Other Funds	(670,576)	(814,772)	(932,789)	(833,474)	(809,035)	(1,038,568)	(798,672)	(701,184)	(871,443)	(737,428)	(935,636)	(1,182,530)	(10,326,108)
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)	(2,493,698)	(1,970,706)	(2,222,706)	(6,646,149)	(39,875,004)
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	1,466,976	964,627	8,120,269	2,128,646	57,984,803
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)	7,047,105	(719,912)	(1,849,103)	1,045,178	(1,648,471)
Outstanding Checks	1,108,356	2,132,182	2,098,499	670,101	1,745,043	1,542,846	715,236	3,474,238	1,868,618	341,543	3,193,457	1,323,385	20,213,503
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)	(3,234,078)	(1,663,342)	(230,759)	(3,120,037)	(17,043,961)
PR Issued in Prior & Cleared	(181,743)	(45,787)	(72,602)	(1,203,650)	(40,530)	(47,409)	(104,106)	(45,524)	(112,669)	(87,403)	(81,527)	(36,567)	(2,059,517)
<b>Ending Cash Balance</b>	<b>379,156,187</b>	<b>191,382,644</b>	<b>210,541,911</b>	<b>200,936,258</b>	<b>196,096,533</b>	<b>203,172,931</b>	<b>288,010,017</b>	<b>404,363,738</b>	<b>403,969,910</b>	<b>383,272,568</b>	<b>362,028,347</b>	<b>331,272,346</b>	<b>331,272,346</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**CASH FLOW YEAR-TO-DATE**  
**CHILD NUTRITION FUND**  
*As of June 30, 2024*

	<b>JULY ACTUAL</b>	<b>AUGUST ACTUAL</b>	<b>SEPTEMBER ACTUAL</b>	<b>OCTOBER ACTUAL</b>	<b>NOVEMBER ACTUAL</b>	<b>DECEMBER ACTUAL</b>	<b>JANUARY ACTUAL</b>	<b>FEBRUARY ACTUAL</b>	<b>MARCH ACTUAL</b>	<b>APRIL ACTUAL</b>	<b>MAY ACTUAL</b>	<b>JUNE ACTUAL</b>	<b>YEAR-END ACTUAL</b>
<b>RECEIPTS</b>													
Local Revenue	12,818	451,065	311,515	352,070	390,461	319,753	207,684	452,253	295,140	342,012	366,364	16,965	3,518,100
State Revenue	-	-	-	-	-	-	-	-	57,099	-	-	-	57,099
Federal Revenue	1,231,112	149,800	-	2,254,971	1,299,050	-	2,059,069	2,061,025	1,339,753	936,122	1,404,212	1,159,881	13,894,994
<b>Total Cash Inflows</b>	<b>1,243,929</b>	<b>600,866</b>	<b>311,515</b>	<b>2,607,041</b>	<b>1,689,511</b>	<b>319,753</b>	<b>2,266,753</b>	<b>2,513,278</b>	<b>1,691,991</b>	<b>1,278,134</b>	<b>1,770,575</b>	<b>1,176,846</b>	<b>17,470,193</b>
<b>DISBURSEMENTS</b>													
Payroll	35,850	269,855	279,457	278,583	171,143	302,623	213,203	175,921	302,492	174,007	306,740	256,607	2,766,481
Accounts Payable	17,842	198,248	505,941	2,746,090	1,830,319	1,399,326	545,942	1,005,171	1,150,934	1,023,187	981,338	260,058	11,664,397
Indirect Costs to Gen Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Inventory	-	-	-	-	-	-	-	-	-	-	-	-	-
PY AP	247,718	756	-	-	-	-	-	-	-	-	-	-	248,474
<b>Total Cash Outflows</b>	<b>301,410</b>	<b>468,859</b>	<b>785,398</b>	<b>3,024,673</b>	<b>2,001,462</b>	<b>1,701,949</b>	<b>759,145</b>	<b>1,181,092</b>	<b>1,453,426</b>	<b>1,197,195</b>	<b>1,288,078</b>	<b>516,665</b>	<b>14,679,351</b>
<b>Net Cash Flow</b>	<b>942,519</b>	<b>132,007</b>	<b>(473,883)</b>	<b>(417,632)</b>	<b>(311,951)</b>	<b>(1,382,196)</b>	<b>1,507,608</b>	<b>1,332,186</b>	<b>238,565</b>	<b>80,939</b>	<b>482,497</b>	<b>660,182</b>	<b>2,790,841</b>
<b>RECONCILIATION</b>													
<b>Beginning Cash Balance</b>	<b>6,448,949</b>	<b>5,404,337</b>	<b>5,391,248</b>	<b>5,366,123</b>	<b>3,213,681</b>	<b>5,498,562</b>	<b>4,653,069</b>	<b>4,455,836</b>	<b>5,194,630</b>	<b>4,570,865</b>	<b>4,150,156</b>	<b>3,830,524</b>	<b>6,448,949</b>
Monthly Net Cash Flow	942,519	132,007	(473,883)	(417,632)	(311,951)	(1,382,196)	1,507,608	1,332,186	238,565	80,939	482,497	660,182	2,790,841
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)	(875,324)	(509,742)	(919,975)	(674,592)	(4,517,850)
Summer Feeding	-	-	-	-	-	-	-	-	-	-	-	-	-
AP Issued in Prior & Cleared	(1,058,164)	(249,407)	(6,600)	(779)	(2,089)	(168)	(136)	(1,224)	(122)	(10,696)	(15,166)	(129,854)	(1,474,406)
Outstanding Checks	250,788	8,028	2,478	3,691	1,885	1,917	3,016	2,004	13,116	18,790	133,013	14,971	453,696
<b>Ending Cash Balance</b>	<b>5,404,337</b>	<b>5,391,248</b>	<b>5,366,123</b>	<b>3,213,681</b>	<b>5,498,562</b>	<b>4,653,069</b>	<b>4,455,836</b>	<b>5,194,630</b>	<b>4,570,865</b>	<b>4,150,156</b>	<b>3,830,524</b>	<b>3,701,231</b>	<b>3,701,231</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**CASH FLOW YEAR-TO-DATE**  
**DEBT SERVICE FUND**  
*As of June 30, 2024*

	<b>JULY ACTUAL</b>	<b>AUGUST ACTUAL</b>	<b>SEPTEMBER ACTUAL</b>	<b>OCTOBER ACTUAL</b>	<b>NOVEMBER ACTUAL</b>	<b>DECEMBER ACTUAL</b>	<b>JANUARY ACTUAL</b>	<b>FEBRUARY ACTUAL</b>	<b>MARCH ACTUAL</b>	<b>APRIL ACTUAL</b>	<b>MAY ACTUAL</b>	<b>JUNE ACTUAL</b>	<b>YEAR-END ACTUAL</b>
<b>RECEIPTS</b>													
Local Revenue													
Tax Collections	12,088	16,290	74,847	280,532	6,147,243	10,001,116	29,518,661	47,863,339	8,331,441	1,409,051	353,869	637,622	104,646,098
Interest Income	77,983	74,594	69,571	73,225	84,722	122,664	199,362	383,025	491,108	493,042	516,125	503,867	3,089,289
State Revenue	-	-	-	-	-	539,550	-	-	-	-	-	-	539,550
PY Tax Collections	109,996	124,659	-	-	-	-	-	-	-	-	-	-	234,655
<b>Total Cash Inflows</b>	<b>200,067</b>	<b>215,544</b>	<b>144,418</b>	<b>353,757</b>	<b>6,231,965</b>	<b>10,663,330</b>	<b>29,718,023</b>	<b>48,246,364</b>	<b>8,822,549</b>	<b>1,902,092</b>	<b>869,994</b>	<b>1,141,489</b>	<b>108,509,592</b>
<b>DISBURSEMENTS</b>													
Debt Service Payment	-	2,381,595	-	-	-	-	-	7,241,595	-	-	-	-	9,623,190
Debt Service Fees	-	-	500	-	-	4,535	500	-	-	-	-	-	5,535
PY AP	-	5,500	-	-	-	-	-	-	-	-	-	-	5,500
<b>Total Cash Outflows</b>	<b>-</b>	<b>2,387,095</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>4,535</b>	<b>500</b>	<b>7,241,595</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,634,225</b>
<b>Net Cash Flow</b>	<b>200,067</b>	<b>(2,171,552)</b>	<b>143,918</b>	<b>353,757</b>	<b>6,231,965</b>	<b>10,658,795</b>	<b>29,717,523</b>	<b>41,004,769</b>	<b>8,822,549</b>	<b>1,902,092</b>	<b>869,994</b>	<b>1,141,489</b>	<b>98,875,367</b>
<b>RECONCILIATION</b>													
<b>Beginning Cash Balance</b>	<b>17,477,703</b>	<b>17,677,770</b>	<b>15,508,219</b>	<b>15,652,637</b>	<b>16,005,893</b>	<b>22,237,858</b>	<b>32,357,103</b>	<b>62,074,626</b>	<b>103,079,395</b>	<b>111,901,945</b>	<b>113,804,487</b>	<b>114,759,884</b>	<b>17,477,703</b>
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	8,822,549	1,902,092	869,994	1,141,489	98,875,367
Transfer to other funds	-	2,000	-	-	-	(539,550)	-	-	-	450	85,403	-	(451,697)
Outstanding Checks	-	-	500	-	-	-	-	-	-	-	-	-	500
AP Issued in Prior & Cleared	-	-	-	(500)	-	-	-	-	-	-	-	-	(500)
<b>Ending Cash Balance</b>	<b>17,677,770</b>	<b>15,508,219</b>	<b>15,652,637</b>	<b>16,005,893</b>	<b>22,237,858</b>	<b>32,357,103</b>	<b>62,074,626</b>	<b>103,079,395</b>	<b>111,901,945</b>	<b>113,804,487</b>	<b>114,759,884</b>	<b>115,901,373</b>	<b>115,901,373</b>





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Mrs. Ashley Osborne

**Subject:** Approval of 2024-2025 Innovative Courses

### Consent Item

#### **Financial Impact:**

District financial impact is limited to supplies, materials, and fees normally associated with high school elective classes.

#### **Board Goal:**

Goal 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)

#### **Executive Summary:**

Innovative courses, as defined under the Texas Administrative Code (TAC) Section 74.27, are specialized educational programs that allow students to gain knowledge, skills, and competencies not included in the standard required curriculum. These courses are designed to address specific academic or career-oriented needs that are not met by the traditional foundation or enrichment curricula. They can cover a wide range of subjects and disciplines, from emerging technologies and specialized vocational skills to unique interdisciplinary studies. The State Board of Education (SBOE) reviews and approves these courses based on their academic rigor and the demonstrated need for such educational opportunities. Approved innovative courses enable school districts and open enrollment charters to offer students unique learning experiences that prepare them for college, careers, and beyond.

With the approval of the board of trustees, Midland ISD schools may offer these state-approved innovative courses for elective credit. Approved courses will be implemented in the 2024-2025 school year and included in the course catalog for students in 2025-2026.

#### **Recommendation:**

Recommend the Board approve the innovative course list as presented.

#### **Motion:**

Move to approve the courses listed



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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**Estimated Time to Prepare Agenda Item:**

2 hours

**Contact Person:**

Mrs. Ashley Osborne

Mr. Jeff Horner

Dr. Amanda Melchor

**Enclosure:**

[MISD Innovative Course List 2024-2025](#)

SERVICE ID	LONG DESCRIPTION	DEPARTMENT	COURSE DESCRIPTION
N1300270	ADVANCED FLORAL DESIGN	CTE	In this course, students build on the knowledge from the Floral Design course and are introduced to more advanced floral design concepts, with an emphasis on specialty designs and specific occasion planning. This course focuses on building skills in advanced floral design and providing students with a thorough understanding of the design elements and planning techniques used to produce unique specialty floral designs that support the goals and objectives of a specific occasion or event. Through the analysis and evaluation of various occasion and event types, students explore the design needs and expectations of clients and propose and evaluate appropriate creations. From conception to evaluation, students are challenged to create and design appropriate specialty floral designs that meet the needs of the client. Furthermore, an emphasis on budgetary adherence and entrepreneurship equips students with many of the necessary skills needed for success in floral enterprises.
N1303745	AEROSPACE ENGINEERING	CTE YWLA	In this course, students explore the fundamentals of flight in air and space as they bring the concepts to life by designing and testing components, such as an airfoil, propulsion system, and a rocket. They learn orbital mechanics concepts and apply these by creating models using industry standard software. Students simulate a progression of operations to explore a planet, including creating a map of the terrain and using the map to execute a mission using an autonomous robot. Building enthusiasm while learning real-world skills related to the aerospace industry is a primary goal of the course. This course prepares students for college, a career, or the military by deepening their knowledge of aerospace concepts, developing students problem-solving skills, transportable skills (such as communication and ethical reasoning), and exposing them to a variety of careers.
N1100014	AP RESEARCH	ADV ACADEMICS	The second course in the Capstone experience allows students to explore deeply an academic topic, problem, or issue of individual interest. Through this inquiry, students design, plan, and conduct a year-long mentored, research-based investigation to address a research question. In the AP Research course, students further their skills acquired in the AP Seminar course by understanding research methodology; employing ethical research practices; and accessing, analyzing, and synthesizing information as they address a research question. The course culminates in an academic thesis paper of approximately 5000 words and a presentation, performance, or exhibition with an oral defense. AP Capstone™ is an innovative program from the College Board that equips students with the independent research, collaborative teamwork, and communication skills that are increasingly valued by colleges. AP Capstone is built on the foundation of two AP courses — AP Seminar and AP Research — and is designed to complement and enhance the in-depth, disciplinespecific study experienced in other AP courses.
N1100014	AP RESEARCH G	ADV ACADEMICS	The second course in the Capstone experience allows students to explore deeply an academic topic, problem, or issue of individual interest. Through this inquiry, students design, plan, and conduct a year-long mentored, research-based investigation to address a research question. In the AP Research course, students further their skills acquired in the AP Seminar course by understanding research methodology; employing ethical research practices; and accessing, analyzing, and synthesizing information as they address a research question. The course culminates in an academic thesis paper of approximately 5000 words and a presentation, performance, or exhibition with an oral defense. AP Capstone™ is an innovative program from the College Board that equips students with the independent research, collaborative teamwork, and communication skills that are increasingly valued by colleges. AP Capstone is built on the foundation of two AP courses — AP Seminar and AP Research — and is designed to complement and enhance the in-depth, disciplinespecific study experienced in other AP courses.
N1130026	AP SEMINAR	ADV ACADEMICS	AP Seminar is a foundational course that aims to equip students with the power to analyze and evaluate information with accuracy and precision in order to craft and communicate evidence-based arguments. Using an inquiry framework of questioning, understanding, evaluating, synthesizing, and transforming, students practice reading and analyzing articles, research studies, and foundational, literary, and philosophical texts; listening to and viewing speeches, broadcasts, and personal accounts; experiencing artistic works and performances; conducting research and evaluating evidence; constructing and supporting arguments; and collaborating and communicating. The course topics and themes engage students in crosscurricular conversations that explore the complexities of academic and real-world issues through the examination of divergent perspectives. AP Capstone™ is an innovative program from the College Board that equips students with the independent research, collaborative teamwork, and communication skills that are increasingly valued by colleges. AP Capstone is built on the foundation of two AP courses — AP Seminar and AP Research — and is designed to complement and enhance the in-depth, disciplinespecific study experienced in other AP courses.

N1130026	AP SEMINAR G	ADV ACADEMICS	AP Seminar is a foundational course that aims to equip students with the power to analyze and evaluate information with accuracy and precision in order to craft and communicate evidence-based arguments. Using an inquiry framework of questioning, understanding, evaluating, synthesizing, and transforming, students practice reading and analyzing articles, research studies, and foundational, literary, and philosophical texts; listening to and viewing speeches, broadcasts, and personal accounts; experiencing artistic works and performances; conducting research and evaluating evidence; constructing and supporting arguments; and collaborating and communicating. The course topics and themes engage students in crosscurricular conversations that explore the complexities of academic and real-world issues through the examination of divergent perspectives. AP Capstone™ is an innovative program from the College Board that equips students with the independent research, collaborative teamwork, and communication skills that are increasingly valued by colleges. AP Capstone is built on the foundation of two AP courses — AP Seminar and AP Research — and is designed to complement and enhance the in-depth, disciplinespecific study experienced in other AP courses.
N1304675	AVIATION GROUND SCHOOL	CTE/JROTC	This course is designed to extend student interests in all aspects of aviation while preparing students to take the formal ground requisite exam for the Federal Aviation Administration (FAA) FAA Airman Knowledge Test which is required to obtain a private pilot's license. The rigor of the course challenges students with complex aeronautical, engineering, weather, management and judgement concepts. Rules, regulations, obligations, and commitments to discipline and focus are foundational throughout the course. The ability to grasp flight without actually flying a real aircraft extends well beyond the classroom as students learn navigation, weather science, attention to detail (mathematical fuel and load planning), health and mental well-being related to flight planning and piloting aircraft.
N1302095	BIOMEDICAL INNOVATION	CTE YWLA	In the PLTW Biomedical Innovation (BI) course, students will be asked to apply what they have learned in the previous three courses to solve unique problems in science, medicine, and healthcare. Students will work systematically through required problems before completing optional directed problems or independent work.
N1303011	DISASTER RESPONSE FIRE	CTE	Disaster Response includes basic training of students in disaster survival and rescue skills that would improve the ability of citizens to survive until responders or other assistance could arrive. Students will receive education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues and disasters of all kinds.
N1303015	EMERGENCY MEDICAL TECH-BASIC	CTE	The EMT—Basic course is an introductory course to concepts, knowledge, and skills needed by EMTs in the areas of communications, transportation, and recordkeeping. Students interested in working in public safety, including fire, police, and ambulance operators will be capable of performing the job expectations of an EMT safely and effectively after the completion of this course.
N1270153	GEN EMPLOYABILITY SKILLS	CTE YWLA	This course provides students with knowledge of the prerequisite skills for general employment as well as the means of obtaining those skills. Employability skills include fundamentals of maintenance of personal appearance and grooming. The course also includes the knowledge, skills, and attitudes that allow employees to get along with their co-workers, make important work-related decisions, and become strong members of the work team. Discovering job possibilities that link skills, abilities, interests, values, needs, and work environment preferences is a part of the process of obtaining employability skills and abilities and is experiential learning that takes place over time.
N1302093	HUMAN BODY SYSTEMS	CTE YWLA	In the Project Lead The Way [PLTW] Human Body Systems (HBS) course, students examine the interactions of body systems as they explore deeply biological identity, communication, power, movement, protection, and homeostasis. Through individual and team activities, projects, and problems, students design experiments, investigate the structures and function of the human body, and use data acquisition software to monitor body functions such as muscle movement, reflex and voluntary actions, and respiration.
N1303742	INTRO TO ENGINEERING DESIGN	CTE YWLA	Introduction to Engineering Design (IED) is an Activity-Project-Problem-Based course designed to build on foundational engineering concepts with an emphasis on the application of modeling in the engineering design process to develop solutions. Embedded throughout the course are important engineering concepts, such as engineering mindset, systems thinking, and computational thinking. Students will dig deep into the engineering design process, applying math, science, and engineering standards to hands-on projects. Students will work both individually and in teams to design solutions to a variety of problems using 3-D modeling software and use an engineering notebook to document their work. This course prepares students for college, a career, or the military by developing their spatial reasoning, design thinking, problem-solving skills, and transportable skills and by exposing them to a variety of careers.

N1302269	INTRO TO EVENT/MEETING PLANNING	CTE	This course will introduce students to the concepts and topics necessary for the comprehensive understanding of the fundamentals of the meetings, conventions, events, and exposition industries. The course will review the roles of the organizations and people involved in the businesses that comprise the Meetings, Events, Expositions and Convention (MEEC) industry.
N1302124	KINESIOLOGY 2 D	CTE YWLA	The Kinesiology II course is designed to provide students an advanced level of knowledge, skills, and understanding of body composition and the effect on health, nutritional needs of physically active individuals, qualitative biomechanics, application of therapeutic modalities, appropriate rehabilitation services, and aerobic training intensity programs. The course is designed to allow students to advance their understanding of professional standards, employability skills, and ethical and legal standards. Throughout this course, students explore the healthcare/exercise business model and gain an understanding of therapeutic sports psychology. Students develop proper aerobic fitness programs and rehabilitation programs. Kinesiology II prepares students for an industry certification exam such as Certified Personal Trainer.
N1302104	KINESIOLOGY I	CTE YWLA	This course is designed to introduce students to the basic concepts of kinesiology. Students will gain an understanding of body mechanics, physiological functions of muscles and movements, the history of kinesiology, and the psychological impact of sports and athletic performance. Students will also explore careers within the kinesiology field and be able to explain the societal demand for kinesiology-related jobs. Students will develop a foundation in Kinesiology I that will prepare them for upper-level courses that will dive deeper into the anatomical and physiological functions of the body and provide opportunities for an industry-certified exam such as a certified personal trainer.
N1302094	MEDICAL INTERVENTIONS	CTE YWLA	In the Medical Interventions (MI)-PLTW course students investigate the variety of interventions involved in the prevention, diagnosis, and treatment of disease as they follow the lives of a fictitious family. Through these scenarios students will be exposed to the wide range of interventions related to immunology, surgery, genetics, pharmacology, medical devices, and diagnostics. Each family case scenario will introduce multiple types of interventions; reinforce concepts learned in the previous two courses, and present new content. Interventions may range from simple diagnostic tests to treatment of complex diseases and disorders. These interventions will be showcased across the generations of the family and will provide a look at the past, present, and future of biomedical science. Lifestyle choices and preventive measures are emphasized throughout the course as well as the important role that scientific thinking and engineering design play in the development of interventions of the future.
N1303680	OCCUPATIONAL SAFETY	CTE	Students will investigate the field of Occupational Safety and Health Administration and Environmental Technology, which is charged with the tasks of ensuring that business and industry provide a safe workplace, free from hazards and bringing about a reduction in the occurrence of job related injuries and fatalities. OSET2, Students will investigate the field of Occupational Safety and Health Administration and Environmental Technology, which is charged with the tasks of ensuring that business and industry provide a safe workplace, free from hazards and bringing about a reduction in the occurrence of job related injuries and fatalities.
N1303681	OCCUPATIONAL SAFETY 2	CTE	During Occupational Safety & Environmental Technology (OSET) III, students will study a variety of national and worldwide health and safety problems, and learn preventative measures to resolve, reduce, and/or eliminate safety and health issues encountered at the workplace. Students will encounter detailed information from various federal agencies that are involved in workplace safety and health and demonstrate understanding of that information. Focus will be on the Occupational Safety and Health Administration (OSHA) regulations and the Department of Transportation (DOT) regulations with an emphasis on identifying and applying appropriate regulatory safety standards. This course will allow students to reinforce, apply, and transfer their academic knowledge and skills to a variety of interesting and relevant activities, problems, and settings.
N1290053	PATH CC 3 - JUNIOR SEMINAR	LEADERSHIP	All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses advance intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students develop personal, interpersonal, and cognitive skills that are essential to productivity in both the collegiate and business worlds.

N1290054	PATH CC 4 - SENIOR SEMINAR	LEADERSHIP	All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses advance intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students develop personal, interpersonal, and cognitive skills that are essential to productivity in both the collegiate and business worlds.
N1290051	PATHWAYS TO COLLEGE AND CAREER I	LEADERSHIP	All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses advance intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students develop personal, interpersonal, and cognitive skills that are essential to productivity in both the collegiate and business worlds.
N1290052	PATHWAYS TO COLLEGE AND CAREER II	LEADERSHIP	All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses advance intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students develop personal, interpersonal, and cognitive skills that are essential to productivity in both the collegiate and business worlds.
N1290053	PATHWAYS TO COLLEGE AND CAREER III	LEADERSHIP	All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses advance intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students develop personal, interpersonal, and cognitive skills that are essential to productivity in both the collegiate and business worlds.
N1290054	PATHWAYS TO COLLEGE AND CAREER IV	LEADERSHIP	All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses advance intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students develop personal, interpersonal, and cognitive skills that are essential to productivity in both the collegiate and business worlds.
N1302107	PRIN EXERCISE SCI & WELLNESS	CTE ECHS & YWLA	The Principles of Exercise Science and Wellness course is designed to provide for the development of knowledge and skills in fields that assist patients with maintaining physical, mental, and emotional health. Students in this course will understand diet and exercise, as well as techniques to help patients recover from injury, illness, and disease. They will also learn about introductory health science topics such as employability skills, lifespan development, and ethical and legal standards. Students who take this course are ideally interested in such careers as physical therapy, athletic training, nutrition, personal training, and recreational therapy. The central focus of this course is to provide students with a solid foundation in the topics of health and wellness and increase their interest in the various careers available in these fields.
N1302092	PRINCIPLES OF BIOMEDICAL SCIENCE	CTE YWLA	The Principles of Biomedical Science (PBS)- PLTW course provides an introduction to biomedical science through hands-on projects and problems. Students investigate concepts of biology and medicine as they explore health conditions including heart disease, diabetes, sickle-cell disease, hypercholesterolemia, and infectious diseases. They will determine the factors that led to the death of a fictional woman as they sequentially piece together evidence found in her medical history and her autopsy report. Students will investigate lifestyle choices and medical treatments that might have prolonged the woman's life and demonstrate how the development of disease is related to changes in human body systems.
N1290010	STUDENT LEADERSHIP - STUCO 1	LEADERSHIP	The purpose of the Student Leadership course provides students in grades 9-12 specific skills to positively impact their lives and their communities. Areas to be addressed include leadership theory, group dynamics, project management, team building, conflict resolution, communication, SMART goal setting, and collaborative strategies. The course is adaptable across various student populations. The course prepares students not only for active participation in school but also in their community. This course provides necessary information, experiences, and opportunities that will benefit students in secondary and post-secondary environments as they follow their chosen education or career path. Students solve relevant and current school and community issues by working collaboratively and independently on real-world tasks such as needs assessments, project planning, project implementation, and presentations.

N1270154	STUDENT TO INDUSTRY CONNECTIONS	CTE	The Student to Industry Connection course provides students with the opportunity to develop professional relationships with experienced individuals within the student's chosen program of study and to demonstrate necessary skills for an online virtual workplace. Students will learn acceptable virtual etiquette and professionalism for a teleworking environment. The central focus of this course is to prepare students to be 21st century career ready through interaction with a seasoned workplace mentor. The course may include a work-based learning component. Instruction will support students with marketable skills attainment. The course is recommended for students 16 years of age or older.
N1160012	TEAM SPORT OFFICIATING	ATHLETICS	Students enrolled in the Team Sport Officiating course will learn rules and regulations of selected team sports, developing skills in the area of communication, decision-making, and conflict management, which are needed to officiate team sport competitions. They will work with coaches, players, other officials, and parents. The expectation is that students will have the ability to officiate at various levels and manage responsibilities that come with the role.
N1290001	AVID I	ADV ACADEMICS	Advancement Via Individual Determination (AVID) is a series of courses that prepare students for college readiness and success. Students receive instruction using a rigorous college preparatory curriculum provided by AVID Center, tutor-facilitated study groups, motivational activities and academic success skills. AVID I serves as a review of the AVID philosophy and strategies. Students work on academic and personal goals, communication, and adjusting to the high school setting. Students increase their awareness of their personal contributions to their learning, as well as their involvement in their school and community. There is an emphasis on analytical writing, focusing on personal goals and thesis writing. Students work in collaborative settings, learning how to participate in collegial discussions and use sources to support their ideas and opinions. Students prepare for and participate in college entrance and placement exams while refining study skills and test-taking, note-taking, and research techniques. Students take an active role in field trips and guest-speaker preparations and presentations. College research includes financial topics and building their knowledge of colleges and careers of interest.
N1290002	AVID II	ADV ACADEMICS	Advancement Via Individual Determination (AVID) is a series of courses that prepare students for college readiness and success. Students receive instruction using a rigorous college preparatory curriculum provided by AVID Center, tutor-facilitated study groups, motivational activities and academic success skills. AVID II students refine the AVID strategies to meet their independent needs and learning styles. Students continue to refine and adjust their academic learning plans and goals, increasing awareness of their actions and behaviors. As students increase the rigorous course load and school and community involvement, they refine their time management and study skills accordingly. Students expand their writing portfolio to include analyzing prompts, supporting arguments and claims, character analysis, and detailed reflections. Students also analyze various documents in order to participate in collaborative discussions and develop leadership skills in those settings. Students expand their vocabulary use, continuing to prepare for college entrance exams and preparation. Text analysis focuses on specific strategies to understand complex texts. Lastly, students narrow down their college and careers of interest based on personal interests and goals.
N1290030	AVID III	ADV ACADEMICS	Advancement Via Individual Determination (AVID) is a series of courses that prepare students for college readiness and success. Students receive instruction using a rigorous college preparatory curriculum provided by AVID Center, tutor-facilitated study groups, motivational activities and academic success skills. AVID III focuses on writing and critical thinking skills expected of first- and second-year college students. In addition to the academic focus of AVID III, there are college-bound activities, methodologies, and tasks that should be undertaken during the third year to support students as they apply to four-year universities and confirm their postsecondary plans.
N1290033	AVID IV	ADV ACADEMICS	Advancement Via Individual Determination (AVID) is a series of courses that prepare students for college readiness and success. Students receive instruction using a rigorous college preparatory curriculum provided by AVID Center, tutor-facilitated study groups, motivational activities and academic success skills. AVID IV focuses on writing and critical thinking expected of first- and second-year college students. Students complete a final research essay project from research conducted in AVID III. In addition to the academic focus of the AVID IV, there are college-bound activities, methodologies, and tasks that should be achieved during the fourth year that support students as they apply to four-year universities and confirm their postsecondary plans. All AVID IV students are required to develop and present a portfolio representing their years of work in the AVID program

N1290309	G/T Interdisciplinary Study Mentorship I	ADV ACADEMICS	This course is based on the required Texas Performance Standards Project (TPSP) for gifted and talented (G/T) learners; it offers a non-traditional learning experience to students who have the ability to create innovative products and/or performances. Students will develop a product proposal, compile a portfolio, conduct in-depth research, be matched with a mentor from the professional community, and prepare for a public presentation of their portfolio, product, or performance at the end of the school year. An audience that includes expert(s) in the field will evaluate the product and/or performance. Students work with their mentor to create a related product with real-world application and tangible documentation. The final product will be shared with an audience outside the school setting.
N1290313	G/T Interdisciplinary Study Mentorship II	ADV ACADEMICS	This course is based on the required Texas Performance Standards Project (TPSP) for gifted and talented (G/T) learners; it offers a non-traditional learning experience to students who have the ability to create innovative products and/or performances. Students will develop a product proposal, compile a portfolio, conduct in-depth research, be matched with a mentor from the professional community, and prepare for a public presentation of their portfolio, product, or performance at the end of the school year. An audience that includes expert(s) in the field will evaluate the product and/or performance. Students work with their mentor to create a related product with real-world application and tangible documentation. The final product will be shared with an audience outside the school setting.
N1290317	G/T Interdisciplinary Study Mentorship III	ADV ACADEMICS	This course is based on the required Texas Performance Standards Project (TPSP) for gifted and talented (G/T) learners; it offers a non-traditional learning experience to students who have the ability to create innovative products and/or performances. Students will develop a product proposal, compile a portfolio, conduct in-depth research, be matched with a mentor from the professional community, and prepare for a public presentation of their portfolio, product, or performance at the end of the school year. An audience that includes expert(s) in the field will evaluate the product and/or performance. Students work with their mentor to create a related product with real-world application and tangible documentation. The final product will be shared with an audience outside the school setting.
N1290318	G/T Interdisciplinary Study Mentorship IV	ADV ACADEMICS	This course is based on the required Texas Performance Standards Project (TPSP) for gifted and talented (G/T) learners; it offers a non-traditional learning experience to students who have the ability to create innovative products and/or performances. Students will develop a product proposal, compile a portfolio, conduct in-depth research, be matched with a mentor from the professional community, and prepare for a public presentation of their portfolio, product, or performance at the end of the school year. An audience that includes expert(s) in the field will evaluate the product and/or performance. Students work with their mentor to create a related product with real-world application and tangible documentation. The final product will be shared with an audience outside the school setting.





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Approval of Annual Investment Report for Fiscal Year Ending June 30, 2024

### Consent Item

#### **Financial Impact**

The district's investment position as of fiscal year end June 30, 2024.

#### **Board Goal/Strategic Plan Goals**

Goal 8, Initiative 2

#### **Executive Summary**

Pursuant to Government Code 2256.005 (e) the board is required to review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

#### **Contact Person**

Tucker Durham, Chief Financial Officer

#### **Enclosure**

Annual Investment Report as of June 30, 2024

Resolution – Approving Independent Sources of Instructions Related to the Investment Responsibilities

Resolution - Approving the Broker/Dealer List

Board Policy CDA (Local)



# Midland Independent School District

## RESOLUTION APPROVING INDEPENDENT SOURCES OF INSTRUCTIONS RELATING TO THE INVESTMENT RESPONSIBILITIES

**WHEREAS**, Section 2256.008(a), Texas Government Code, as amended, requires the treasurer, chief financial officer if the treasurer is not the chief financial officer and investment officer of a local government to attend an investment training session not less than once in a two-year period and receive not less than eight hours of instruction relating to investment responsibilities from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer, as provided in the investment policy of the local government:

**WHEREAS**, the Texas Association of School Boards (“TASB”), the Texas Association of School Business Officials (“TASBO”), the Texas Association of School Administrators (“TASA”), and the Permian Basin TASBO Affiliate provide investment training sessions relating to investment responsibilities: and

**WHEREAS**, the governing body of this local government is required to approve independent sources of instruction to provide investment training sessions required by Section 2256.008(a):

### **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THIS LOCAL GOVERNMENT AS FOLLOWS:**

Section 1. Approval of Independent Sources of Instruction. TASB, TASBO, TASA, University of North Texas, Center for Public Management, North Central Texas Council of Governments, Government Finance Officers Association, Government Treasurers Organization of Texas, Texas State University, Texas Comptroller of Public Accounts, Any Region Education Service Center, Hilltop Securities, Virtual Learning Concepts, Texpool Academy and Texas CLASS are hereby approved as independent sources of instruction relating to investment responsibilities for the treasurer, the chief financial officer if the treasurer is no the chief financial officer, and the investment officer of this local government, as required by Section 2256.008(a), Texas Government Code, as amended.

Section 2. Public Meeting. It is Hereby found, determined, and declared that sufficient written notice of the date, time, place and subject of the meeting of the governing body of this local government at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the governing body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The governing body further ratifies, approves and confirms such written notice and the contents and posting thereof.

**IT IS FURTHER RESOLVED** that the Board of Trustees of Midland Independent School District has reviewed the District’s Investment policy and hereby adopts the policy for fiscal year 2024-2025 in compliance with the Public Funds Investment Act.

\_\_\_\_\_  
Tommy Bishop, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Bureson, Board Secretary

\_\_\_\_\_  
Date

**Investment Authority**

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

**Approved  
Investment  
Instruments**

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

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

**Safety**

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

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

**Investment  
Management**

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

**Liquidity and  
Maturity**

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

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

**Diversity**

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

**Monitoring Market  
Prices**

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

**Monitoring Rating  
Changes**

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

**Funds/Strategies**

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

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

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

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

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

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

**Annual Review**

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

**Annual Audit**

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



# Midland Independent School District

## Resolution Approving the Broker/Dealer List

**WHEREAS** Section 2256.005(e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Midland Independent School District to (a) review the District’s investment policy and investment strategies set forth in CDA(LOCAL) not less than annually and (b) adopt this resolution reflecting the Board’s review and recording any changes made to the investment policy or strategies;

**WHEREAS** the District’s investment policy for fiscal year 2024-2025 has been presented to the Board for its consideration and approval, as required by the Public Funds Investment Act; and

**WHEREAS** the District’s investment policy for fiscal year 2024-2025 includes no changes from the District’s investment policy from fiscal year 2023-2024 (previous year):

**WHEREAS** Government Code 2256.025 requires the Board or a designated investment committee to, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District;

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees of Midland Independent School District has reviewed the District’s investment policy, and hereby adopts the policy for fiscal year 2024 – 2025 in compliance with the Public Funds Investment Act.

**BE IT FURTHER RESOLVED** that after review of the District’s qualified brokers, the Board of Trustees Midland Independent School District adopts the Investment Advisor’s approved broker/dealer list along with the following list of qualified financial institutions for fiscal year 2024 – 2025:

Raymond James & Associates, Inc	RBC Capital Markets, LLC
Frost Bank	BOK Financial Services, LLC
Wells Fargo Securities	Jefferies LLC
Piper Sandler & Co	Baird
Huntington Capital Markets	FHN Financial Capital Markets, division of First Horizon
Estrada Hinojosa & Company, Inc	UMB Bank
Siebert Williams Shank & Co., LLC	Hilltop Securities
Wells Fargo	

Adopted this 30th day of July, 2024, by the Midland Independent School District Board of Trustees.

\_\_\_\_\_  
Tommy Bishop, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Burluson, Board Secretary

\_\_\_\_\_  
Date

# INVESTMENT REPORT

## Midland ISD

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April 1 to June 30, 2024





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## Investment Management Team

Scott McIntyre

*Senior Portfolio Manager*

512.481.2009

*Scott.McIntyre@HilltopSecurities.com*

Greg Warner

*Senior Portfolio Manager*

512.481.2012

*Greg.Warner@HilltopSecurities.com*

Jodi Jones

*Investment Reporting Manager*

512.481.2076

*Jodi.Jones@HilltopSecurities.com*

## Market Recap

Bond yields took another step down in June, despite generally mixed data, as consumer inflation appeared to cool. The monthly employment report was once again stronger-than-expected, and as a result drove yields to their peak for the month. U.S. businesses added +272k workers in May following a revised +165k April increase, effectively dashing any remaining hope for a July rate cut. The separate household survey was a different story as the total number of employed workers actually fell by -408k, while the overall labor force declined by -250k, pushing the headline unemployment rate up to 4.0% for the first time since January 2022.

The May consumer price index, released the following week on the morning of the Fed's June 12<sup>th</sup> FOMC meeting, was arguably the most anticipated news of the month. Headline CPI was mercifully *unchanged* in May, bettering the +0.1% expectation and down from +0.3% in April. Core CPI was up +0.2% after a +0.3% increase in April. On an annual basis, overall CPI edged slightly lower from +3.4% to +3.3%, while core CPI fell from +3.6% to +3.4%. *All good*. Motor vehicle insurance was still up an ugly +20.3% year-over-year but was actually down -0.3% for the month. The second straight consumer inflation report indicating (slightly) cooler price data sparked a morning rally that drove yields sharply lower.

The June Fed meeting concluded that same afternoon, and committee members took little comfort in the improved CPI reading. Instead, they exercised caution, which reversed much of the post-CPI rally. As expected, the overnight rate target was left unchanged for the seventh straight meeting. The so-called "dot plot," representing the overnight target rate projections of 19 voting and non-voting committee members, was a surprise as the number of expected quarter point cuts for 2024 was lowered from three at the March meeting to just one. Although this recalibration seems to show a more hawkish stance, the reality is there are simply *fewer opportunities to ease as the year winds down*. Total rate cuts of 100 basis points were forecasted for both next year and 2026. If core inflation were to fall back to the Fed's +2.0% target sooner than expected, the Fed might be incentivized to move more aggressively.

The May retail sales report proved a bit softer than forecast, up just +0.1%. Auto sales made the biggest positive contribution, while gasoline sales were among the categories that fell. But, perhaps the most important news in the report was that restaurant and bar sales took a step back. This seemed to indicate that consumers' discretionary spending capacity may be waning. On a related note, both new and existing home sales fell in May, not due to a lack of demand, but rather continued lean housing supply. As a result, the median sales price climbed to a record \$419,300, unaffordable for the average buyer and adding unwelcome pressure to the rental market.

A cautious approach by Fed officials is warranted. Central Bank credibility is at stake. It's still far too early to declare victory in the inflation battle. Labor remains in short supply and housing is scarce. This signals continued pressure on both wages and shelter costs, the two primary drivers of U.S. price pressure.

The European Central Bank (ECB) and the Bank of Canada both cut rates in June. In Canada's case, it might have been premature as the May inflation rate unexpectedly reversed a downside and moved higher. With its patient stance, the Fed hopes to avoid a similar policy misstep.



## Investment Officers' Certification

This report is prepared for the Midland ISD (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

### Investment Officers

*Stephanie D. Howard*

Stephanie Howard  
*Superintendent*

*Tucker Durham*

Tucker Durham  
*Chief Financial Officer*

## Portfolio Overview

### Portfolio Summary

	Prior 31 Mar-24	Current 30 Jun-24
Par Value	498,046,144.23	1,379,354,890.24
Original Cost	498,046,144.23	1,372,274,858.99
Book Value	498,046,144.23	1,372,601,454.91
Market Value	498,046,144.23	1,372,617,437.12
Accrued Interest	0.00	4,710,418.81
Book Value Plus Accrued	498,046,144.23	1,377,311,873.72
Market Value Plus Accrued	498,046,144.23	1,377,327,855.92
Net Unrealized Gain/(Loss)	0.00	15,982.21

### Income Summary

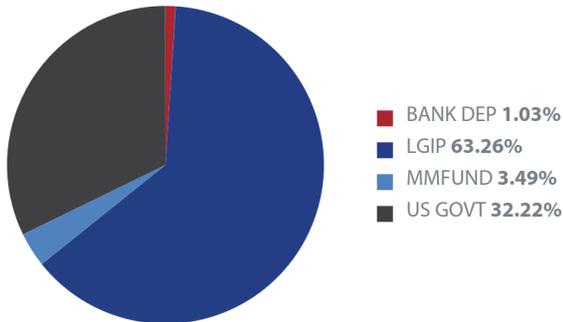
Current Period	1 Apr-24 to 30 Jun-24
Interest Income	17,805,186.05
Net Amortization/Accretion	326,595.92
Realized Gain/(Loss)	0.00
Net Income	18,131,781.97

Fiscal Year-to-Date	1 Jul-23 to 30 Jun-24
Net Income	20,486,562.25

### Portfolio Characteristics

	Prior 31 Mar-24	Current 30 Jun-24
Yield to Maturity	5.274%	5.198%
Yield to Worst	5.274%	5.198%
Days to Final Maturity	1	176
Days to Effective Maturity	1	176
Duration	--	1.42

### Asset Allocation

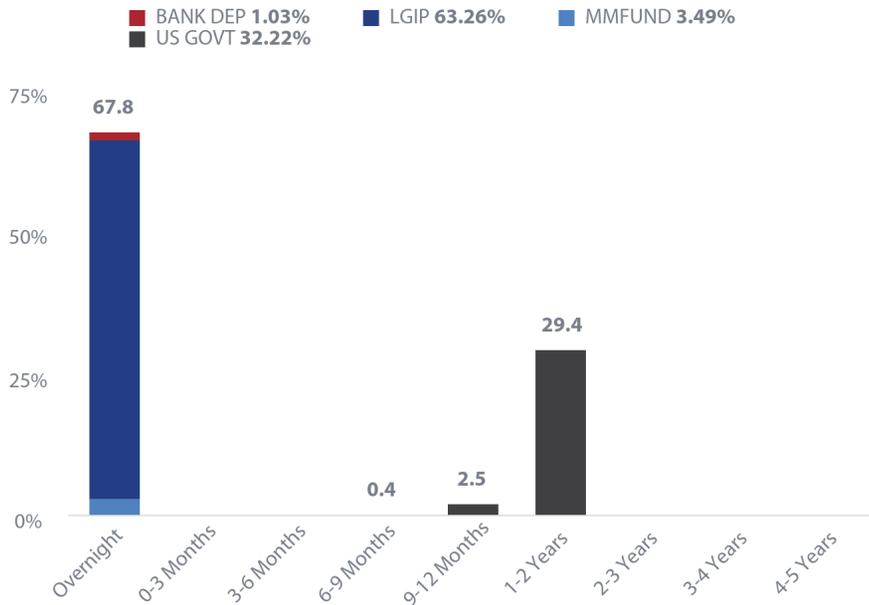


### Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	449,050,000.00	(441,969,968.75)	(3,942,339.12)	(445,912,307.87)	0.00
Coupon	0.00	0.00	400,000.00	400,000.00	0.00

## Portfolio Overview

### Maturity Distribution by Security Type



### Top Ten Holdings

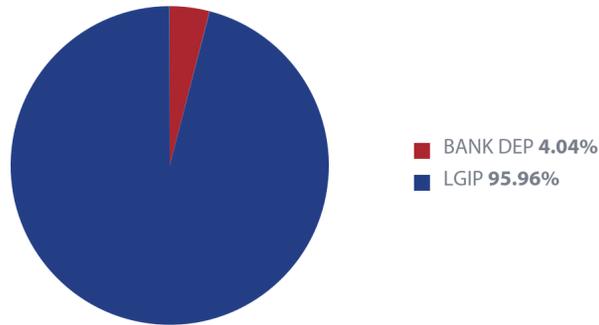
Issuer	Allocation
United States Department of The Treasury	32.22%
LOGIC	22.14%
TEXPOOL	20.39%
TEXSTAR	11.25%
TXDLY	5.28%
Allspring Funds Trust - Allspring Government Money Market Fund	3.49%
TEX PRIME	2.76%
TXCLASSGOV	1.39%
WF	1.03%
LONESTRGOV	0.04%

### Maturity Distribution by Security Type

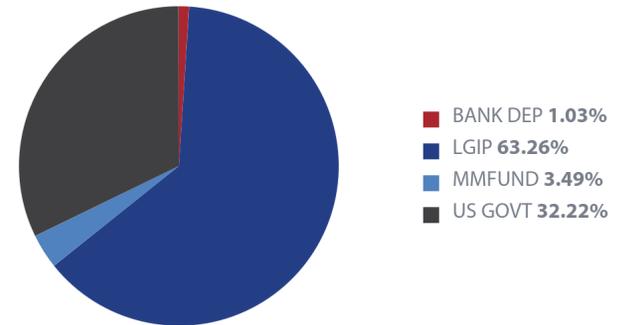
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
BANK DEP	14,098,589.22	--	--	--	--	--	--	--	--	14,098,589.22
LGIP	868,295,224.81	--	--	--	--	--	--	--	--	868,295,224.81
MMFUND	47,911,076.21	--	--	--	--	--	--	--	--	47,911,076.21
US GOVT	--	--	--	4,890,961.44	34,131,948.21	403,273,655.02	--	--	--	442,296,564.67
<b>Total</b>	<b>930,304,890.24</b>	--	--	<b>4,890,961.44</b>	<b>34,131,948.21</b>	<b>403,273,655.02</b>	--	--	--	<b>1,372,601,454.91</b>

## Asset Allocation

Asset Allocation by Security Type as of  
31-Mar-2024



Asset Allocation by Security Type as of  
30-Jun-2024



## Book Value Basis Security Distribution

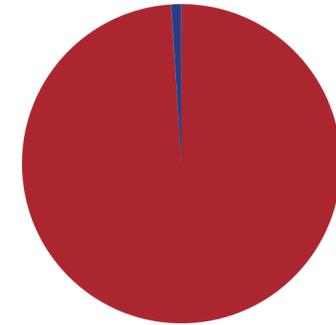
Security Type	Prior Balance 31-Mar-24	Prior Allocation 31-Mar-24	Change in Allocation	Current Balance 30-Jun-24	Current Allocation 30-Jun-24	Yield to Maturity
BANK DEP	20,103,502.35	4.04%	(3.01%)	14,098,589.22	1.03%	4.000%
LGIP	477,942,641.88	95.96%	(32.70%)	868,295,224.81	63.26%	5.351%
MMFUND	0.00	0.00%	3.49%	47,911,076.21	3.49%	5.250%
US GOVT	0.00	0.00%	32.22%	442,296,564.67	32.22%	4.932%
<b>Portfolio Total</b>	<b>498,046,144.23</b>	<b>100.00%</b>		<b>1,372,601,454.91</b>	<b>100.00%</b>	<b>5.198%</b>

## Credit Rating Summary

### Rating Distribution

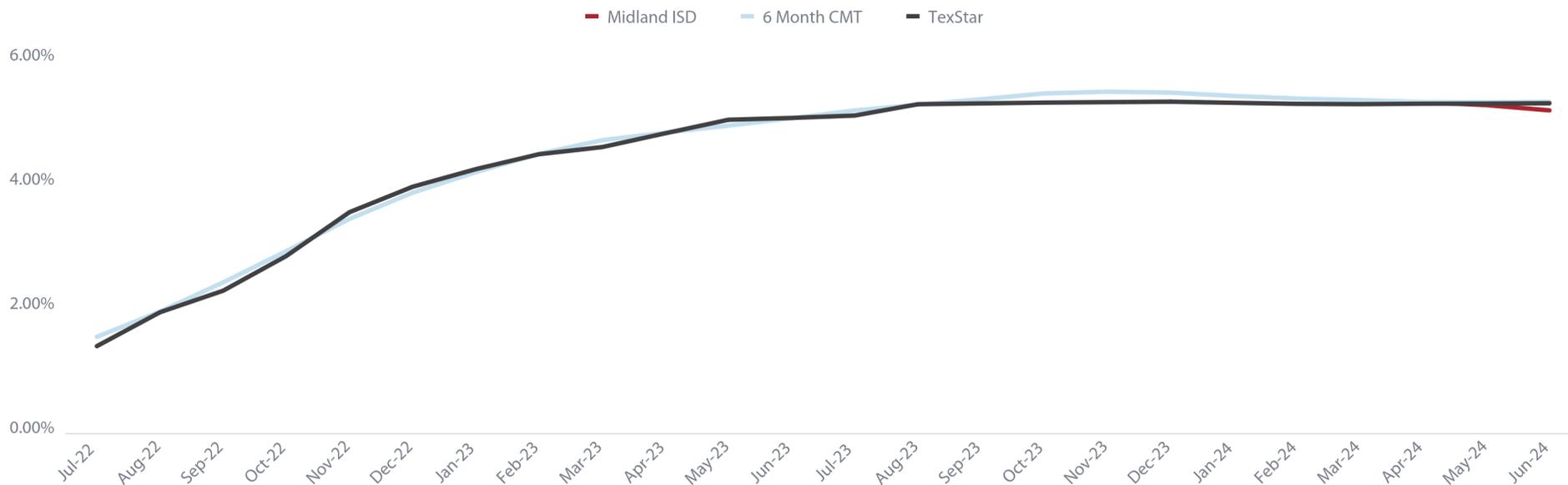
	Book Value	Portfolio Allocation
<b>Secured Deposits (Insured or Collateralized)</b>		
Demand Deposits	14,098,589.22	1.03%
<b>Total Secured Deposits</b>	<b>14,098,589.22</b>	<b>1.03%</b>
<b>Local Government Investment Pools &amp; Money Market Funds</b>		
AAA	916,206,301.02	66.75%
<b>Total Local Government Investment Pools &amp; Money Market Funds</b>	<b>916,206,301.02</b>	<b>66.75%</b>
<b>Long Term Rating Distribution</b>		
AAA	442,296,564.67	32.22%
<b>Total Long Term Rating Distribution</b>	<b>442,296,564.67</b>	<b>32.22%</b>
<b>Portfolio Total</b>	<b>1,372,601,454.91</b>	<b>100.00%</b>

### Allocation by Rating



■ AAA 98.97%      ■ SD 1.03%

## Benchmark Comparison



## Yield Overview

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
<b>Midland ISD</b>	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	5.33	5.28	5.20
6 Month CMT	1.55	1.96	2.43	2.93	3.45	3.87	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38	5.47	5.50	5.48	5.43	5.39	5.36	5.33	5.33	5.33	5.34
TexStar	1.40	1.95	2.29	2.85	3.56	3.97	4.25	4.49	4.61	4.83	5.05	5.08	5.11	5.30	5.31	5.32	5.33	5.34	5.32	5.30	5.30	5.31	5.31	5.31	5.31



## Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
Activity Fund	1,893,217.34	1,893,217.34	(203,706.46)	1,689,510.88	1,689,510.88	0.00	1	4.000%	4.000%
Child Nutrition Fund	4,570,864.81	4,570,864.81	(869,633.95)	3,701,230.86	3,701,230.86	37,923.88	1	5.108%	5.108%
Debt Service Fund	111,901,944.71	111,901,944.71	3,999,428.44	115,901,373.15	115,901,373.15	1,513,034.19	1	5.324%	5.324%
Employee Housing Fund	1,272,876.95	1,272,876.95	(804,784.99)	468,091.96	468,091.96	0.00	1	4.000%	4.000%
Federal Funds	697,691.75	697,691.75	(697,691.75)	0.00	0.00	0.00			
General Fund	367,493,974.91	367,493,974.91	(36,221,628.82)	331,272,346.09	331,272,346.09	4,913,023.98	1	5.279%	5.279%
Local Capital Projects Fund	1,673,562.84	1,673,562.84	8,768,288.49	10,441,851.33	10,441,851.33	134,586.64	1	5.241%	5.241%
Midland County Grant	0.00	0.00	587,065.61	587,065.61	587,065.61	7,622.83	1	5.250%	5.250%
Scholarship Fund	287,666.65	287,666.65	3,828.10	291,494.75	291,494.75	3,828.10	1	5.312%	5.312%
Self Insurance Fund	8,254,344.27	8,254,344.27	(647,066.26)	7,607,278.01	7,607,278.01	58,532.37	1	4.788%	4.788%
Series 2024 Bond Fund	0.00	0.00	900,657,194.47	900,641,212.27	900,657,194.47	11,463,229.98	268	5.159%	5.159%
<b>Total</b>	<b>498,046,144.23</b>	<b>498,046,144.23</b>	<b>874,571,292.89</b>	<b>1,372,601,454.91</b>	<b>1,372,617,437.12</b>	<b>18,131,781.97</b>	<b>176</b>	<b>5.198%</b>	<b>5.198%</b>



## Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating	
<b>Activity Fund</b>																			
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/24			1,689,510.88	100.000	1,689,510.88	1,689,510.88	100.000	1,689,510.88	1		4.000	4.000	SD	
<b>Total Activity Fund</b>								<b>1,689,510.88</b>		<b>1,689,510.88</b>	<b>1,689,510.88</b>		<b>1,689,510.88</b>	<b>1</b>		<b>4.000</b>	<b>4.000</b>		
<b>Child Nutrition Fund</b>																			
TEXPRIME		LGIP	TexPool Prime		06/30/24			2,809,377.19	100.000	2,809,377.19	2,809,377.19	100.000	2,809,377.19	1		5.460	5.460	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/24			891,853.67	100.000	891,853.67	891,853.67	100.000	891,853.67	1		4.000	4.000	SD	
<b>Total Child Nutrition Fund</b>								<b>3,701,230.86</b>		<b>3,701,230.86</b>	<b>3,701,230.86</b>		<b>3,701,230.86</b>	<b>1</b>		<b>5.108</b>	<b>5.108</b>		
<b>Debt Service Fund</b>																			
TEXPOOL		LGIP	TexPool		06/30/24			106,064,260.78	100.000	106,064,260.78	106,064,260.78	100.000	106,064,260.78	1		5.312	5.312	AAA	
TEXPRIME		LGIP	TexPool Prime		06/30/24			9,803,777.21	100.000	9,803,777.21	9,803,777.21	100.000	9,803,777.21	1		5.460	5.460	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/24			33,335.16	100.000	33,335.16	33,335.16	100.000	33,335.16	1		4.000	4.000	SD	
<b>Total Debt Service Fund</b>								<b>115,901,373.15</b>		<b>115,901,373.15</b>	<b>115,901,373.15</b>		<b>115,901,373.15</b>	<b>1</b>		<b>5.324</b>	<b>5.324</b>		
<b>Employee Housing Fund</b>																			
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/24			468,091.96	100.000	468,091.96	468,091.96	100.000	468,091.96	1		4.000	4.000	SD	
<b>Total Employee Housing Fund</b>								<b>468,091.96</b>		<b>468,091.96</b>	<b>468,091.96</b>		<b>468,091.96</b>	<b>1</b>		<b>4.000</b>	<b>4.000</b>		
<b>General Fund</b>																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		06/30/24			36,958,933.49	100.000	36,958,933.49	36,958,933.49	100.000	36,958,933.49	1		5.250	5.250	AAA	
LNSTGOV		LGIP	LoneStar Gov O/N		06/30/24			609,160.11	100.000	609,160.11	609,160.11	100.000	609,160.11	1		5.330	5.330	AAA	
TEXPOOL		LGIP	TexPool		06/30/24			173,502,816.78	100.000	173,502,816.78	173,502,816.78	100.000	173,502,816.78	1		5.312	5.312	AAA	
TEXPRIME		LGIP	TexPool Prime		06/30/24			23,082,689.40	100.000	23,082,689.40	23,082,689.40	100.000	23,082,689.40	1		5.460	5.460	AAA	
TXCLGOV		LGIP	Texas CLASS Govt		06/30/24			16,925,823.15	100.000	16,925,823.15	16,925,823.15	100.000	16,925,823.15	1		5.254	5.254	AAA	
TXDAILY		LGIP	TexasDAILY		06/30/24			72,440,990.50	100.000	72,440,990.50	72,440,990.50	100.000	72,440,990.50	1		5.300	5.300	AAA	
WF1-MDLNISD		BANK DEP	Wells Fargo - Local Maint 813		06/30/24			111,768.41	100.000	111,768.41	111,768.41	100.000	111,768.41	1		4.000	4.000	SD	
WF2-MDLNISD		BANK DEP	Wells Fargo - Operations 821		06/30/24			2,436,436.22	100.000	2,436,436.22	2,436,436.22	100.000	2,436,436.22	1		4.000	4.000	SD	



## Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating	
WF3-MDLNISD		BANK DEP	Wells Fargo - Payroll 839		06/30/24			5,203,728.03	100.000	5,203,728.03	5,203,728.03	100.000	5,203,728.03	1		4.000	4.000	SD	
<b>Total General Fund</b>								<b>331,272,346.09</b>		<b>331,272,346.09</b>	<b>331,272,346.09</b>		<b>331,272,346.09</b>	<b>1</b>		<b>5.279</b>	<b>5.279</b>		
<b>Local Capital Projects Fund</b>																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		06/30/24			10,365,077.11	100.000	10,365,077.11	10,365,077.11	100.000	10,365,077.11	1		5.250	5.250	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/24			76,774.22	100.000	76,774.22	76,774.22	100.000	76,774.22	1		4.000	4.000	SD	
<b>Total Local Capital Projects Fund</b>								<b>10,441,851.33</b>		<b>10,441,851.33</b>	<b>10,441,851.33</b>		<b>10,441,851.33</b>	<b>1</b>		<b>5.241</b>	<b>5.241</b>		
<b>Midland County Grant</b>																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		06/30/24			587,065.61	100.000	587,065.61	587,065.61	100.000	587,065.61	1		5.250	5.250	AAA	
<b>Total Midland County Grant</b>								<b>587,065.61</b>		<b>587,065.61</b>	<b>587,065.61</b>		<b>587,065.61</b>	<b>1</b>		<b>5.250</b>	<b>5.250</b>		
<b>Scholarship Fund</b>																			
TEXPOOL		LGIP	TexPool		06/30/24			291,494.75	100.000	291,494.75	291,494.75	100.000	291,494.75	1		5.312	5.312	AAA	
<b>Total Scholarship Fund</b>								<b>291,494.75</b>		<b>291,494.75</b>	<b>291,494.75</b>		<b>291,494.75</b>	<b>1</b>		<b>5.312</b>	<b>5.312</b>		
<b>Self Insurance Fund</b>																			
TEXPRIME		LGIP	TexPool Prime		06/30/24			2,211,317.08	100.000	2,211,317.08	2,211,317.08	100.000	2,211,317.08	1		5.460	5.460	AAA	
TXCLGOV		LGIP	Texas CLASS Govt		06/30/24			2,208,870.26	100.000	2,208,870.26	2,208,870.26	100.000	2,208,870.26	1		5.254	5.254	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/24			3,187,090.67	100.000	3,187,090.67	3,187,090.67	100.000	3,187,090.67	1		4.000	4.000	SD	
<b>Total Self Insurance Fund</b>								<b>7,607,278.01</b>		<b>7,607,278.01</b>	<b>7,607,278.01</b>		<b>7,607,278.01</b>	<b>1</b>		<b>4.788</b>	<b>4.788</b>		
<b>Series 2024 Bond Fund</b>																			
LOGIC		LGIP	LOGIC		06/30/24			303,942,101.08	100.000	303,942,101.08	303,942,101.08	100.000	303,942,101.08	1		5.411	5.411	AAA	
TEXSTAR		LGIP	TexSTAR		06/30/24			154,402,546.52	100.000	154,402,546.52	154,402,546.52	100.000	154,402,546.52	1		5.313	5.313	AAA	
91282CDS7	04/29/24	US GOVT	U.S. Treasury Note	1.125	01/15/25			5,000,000.00	97.129	4,856,445.31	4,890,961.44	97.797	4,889,843.75	199		5.287	5.287	AAA	
91282CEQ0	05/23/24	US GOVT	U.S. Treasury Note	2.750	05/15/25			16,750,000.00	97.742	16,371,816.41	16,412,279.97	97.938	16,404,531.25	319		5.145	5.145	AAA	
91282CEU1	06/27/24	US GOVT	U.S. Treasury Note	2.875	06/15/25			18,100,000.00	97.875	17,715,375.00	17,719,668.24	97.875	17,715,375.00	350		5.154	5.154	AAA	



## Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
91282CEY3	06/27/24	US GOVT	U.S. Treasury Note	3.000	07/15/25			21,300,000.00	97.887	20,849,871.09	20,854,543.07	97.891	20,850,703.13	380		5.092	5.092	AAA
91282CFE6	05/23/24	US GOVT	U.S. Treasury Note	3.125	08/15/25			36,000,000.00	97.730	35,182,968.75	35,252,994.38	97.891	35,240,625.00	411		5.046	5.046	AAA
91282CFK2	05/20/24	US GOVT	U.S. Treasury Note	3.500	09/15/25			20,000,000.00	98.105	19,621,093.75	19,653,304.83	98.188	19,637,500.00	442		4.996	4.996	AAA
91282CFP1	05/15/24	US GOVT	U.S. Treasury Note	4.250	10/15/25			20,000,000.00	98.953	19,790,625.00	19,809,275.50	99.047	19,809,375.00	472		5.021	5.021	AAA
91282CFW6	05/20/24	US GOVT	U.S. Treasury Note	4.500	11/15/25			20,000,000.00	99.379	19,875,781.25	19,885,110.52	99.375	19,875,000.00	503		4.938	4.938	AAA
91282CGA3	05/15/24	US GOVT	U.S. Treasury Note	4.000	12/15/25			20,000,000.00	98.531	19,706,250.00	19,729,938.87	98.703	19,740,625.00	533		4.973	4.973	AAA
91282CGE5	05/28/24	US GOVT	U.S. Treasury Note	3.875	01/15/26			61,500,000.00	98.188	60,385,312.50	60,448,645.54	98.500	60,577,500.00	564		5.043	5.043	AAA
91282CGL9		US GOVT	U.S. Treasury Note	4.000	02/15/26			71,000,000.00	98.674	70,058,476.56	70,070,255.62	98.641	70,034,843.75	595		4.846	4.846	AAA
91282CGR6	06/21/24	US GOVT	U.S. Treasury Note	4.625	03/15/26			35,000,000.00	99.691	34,891,992.19	34,893,867.55	99.656	34,879,687.50	623		4.808	4.808	AAA
91282CGV7	06/26/24	US GOVT	U.S. Treasury Note	3.750	04/15/26			35,000,000.00	98.223	34,377,929.69	34,382,546.56	98.203	34,371,093.75	654		4.787	4.787	AAA
91282CHB0	06/26/24	US GOVT	U.S. Treasury Note	3.625	05/15/26			35,000,000.00	97.984	34,294,531.25	34,299,473.40	97.953	34,283,593.75	684		4.753	4.753	AAA
91282CHH7	06/27/24	US GOVT	U.S. Treasury Note	4.125	06/15/26			34,400,000.00	98.813	33,991,500.00	33,993,699.17	98.844	34,002,250.00	715		4.764	4.764	AAA
<b>Total Series 2024 Bond Fund</b>								<b>907,394,647.60</b>		<b>900,314,616.35</b>	<b>900,641,212.27</b>		<b>900,657,194.47</b>	<b>268</b>		<b>5.159</b>	<b>5.159</b>	
<b>Grand Total</b>								<b>1,379,354,890.24</b>		<b>1,372,274,858.99</b>	<b>1,372,601,454.91</b>		<b>1,372,617,437.12</b>	<b>176</b>		<b>5.198</b>	<b>5.198</b>	



## Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
<b>Activity Fund</b>										
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Activity Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Child Nutrition Fund</b>										
TEXPRIME	LGIP	TexPool Prime	0.00	37,923.88	37,923.88	0.00	0.00	0.00	0.00	37,923.88
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Child Nutrition Fund</b>			<b>0.00</b>	<b>37,923.88</b>	<b>37,923.88</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>37,923.88</b>
<b>Debt Service Fund</b>										
TEXPOOL	LGIP	TexPool	0.00	1,380,692.65	1,380,692.65	0.00	0.00	0.00	0.00	1,380,692.65
TEXPRIME	LGIP	TexPool Prime	0.00	132,341.54	132,341.54	0.00	0.00	0.00	0.00	132,341.54
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Debt Service Fund</b>			<b>0.00</b>	<b>1,513,034.19</b>	<b>1,513,034.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,513,034.19</b>
<b>Employee Housing Fund</b>										
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Employee Housing Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>General Fund</b>										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	0.00	479,897.92	320,769.79	0.00	159,128.13	0.00	0.00	479,897.92
LNSTGOV	LGIP	LoneStar Gov O/N	0.00	8,015.51	8,015.51	0.00	0.00	0.00	0.00	8,015.51
TEXPOOL	LGIP	TexPool	0.00	2,883,148.13	2,883,148.13	0.00	0.00	0.00	0.00	2,883,148.13
TEXPRIME	LGIP	TexPool Prime	0.00	311,593.98	311,593.98	0.00	0.00	0.00	0.00	311,593.98
TXCLGOV	LGIP	Texas CLASS Govt	0.00	219,778.21	219,778.21	0.00	0.00	0.00	0.00	219,778.21
TXDAILY	LGIP	TexasDAILY	0.00	970,153.02	970,153.02	0.00	0.00	0.00	0.00	970,153.02
WF1-MDLNISD	BANK DEP	Wells Fargo - Local Maint 813	0.00	40,437.21	40,437.21	0.00	0.00	0.00	0.00	40,437.21
WF2-MDLNISD	BANK DEP	Wells Fargo - Operations 821	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF3-MDLNISD	BANK DEP	Wells Fargo - Payroll 839	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



## Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
<b>Total General Fund</b>			<b>0.00</b>	<b>4,913,023.98</b>	<b>4,753,895.85</b>	<b>0.00</b>	<b>159,128.13</b>	<b>0.00</b>	<b>0.00</b>	<b>4,913,023.98</b>
<b>Local Capital Projects Fund</b>										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	0.00	134,586.64	89,959.40	0.00	44,627.24	0.00	0.00	134,586.64
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Local Capital Projects Fund</b>			<b>0.00</b>	<b>134,586.64</b>	<b>89,959.40</b>	<b>0.00</b>	<b>44,627.24</b>	<b>0.00</b>	<b>0.00</b>	<b>134,586.64</b>
<b>Midland County Grant</b>										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	0.00	7,622.83	5,095.20	0.00	2,527.63	0.00	0.00	7,622.83
<b>Total Midland County Grant</b>			<b>0.00</b>	<b>7,622.83</b>	<b>5,095.20</b>	<b>0.00</b>	<b>2,527.63</b>	<b>0.00</b>	<b>0.00</b>	<b>7,622.83</b>
<b>Scholarship Fund</b>										
TEXPOOL	LGIP	TexPool	0.00	3,828.10	3,828.10	0.00	0.00	0.00	0.00	3,828.10
<b>Total Scholarship Fund</b>			<b>0.00</b>	<b>3,828.10</b>	<b>3,828.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,828.10</b>
<b>Self Insurance Fund</b>										
TEXPRIME	LGIP	TexPool Prime	0.00	29,850.64	29,850.64	0.00	0.00	0.00	0.00	29,850.64
TXCLGOV	LGIP	Texas CLASS Govt	0.00	28,681.73	28,681.73	0.00	0.00	0.00	0.00	28,681.73
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Self Insurance Fund</b>			<b>0.00</b>	<b>58,532.37</b>	<b>58,532.37</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>58,532.37</b>
<b>Series 2024 Bond Fund</b>										
LOGIC	LGIP	LOGIC	0.00	3,942,101.08	3,942,101.08	0.00	0.00	0.00	0.00	3,942,101.08
TEXPOOL	LGIP	TexPool	0.00	2,852,877.37	2,852,877.37	0.00	0.00	0.00	0.00	2,852,877.37
TEXSTAR	LGIP	TexSTAR	0.00	3,379,858.92	3,379,858.92	0.00	0.00	0.00	0.00	3,379,858.92
91282CDS7	US GOVT	U.S. Treasury Note	0.00	9,735.58	0.00	(16,225.96)	25,961.54	34,516.13	0.00	44,251.71
91282CEQ0	US GOVT	U.S. Treasury Note	0.00	48,816.23	0.00	(10,013.59)	58,829.82	40,463.56	0.00	89,279.79
91282CEU1	US GOVT	U.S. Treasury Note	0.00	5,687.15	0.00	(17,061.48)	22,748.63	4,293.24	0.00	9,980.40



## Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
91282CEY3	US GOVT	U.S. Treasury Note	0.00	7,021.98	0.00	(287,901.10)	294,923.08	4,671.98	0.00	11,693.96
91282CFE6	US GOVT	U.S. Treasury Note	0.00	120,535.71	0.00	(302,884.62)	423,420.33	70,025.63	0.00	190,561.34
91282CFK2	US GOVT	U.S. Treasury Note	0.00	79,891.30	0.00	(125,543.48)	205,434.78	32,211.08	0.00	112,102.38
91282CFP1	US GOVT	U.S. Treasury Note	0.00	109,153.01	0.00	(69,672.13)	178,825.14	18,650.50	0.00	127,803.51
91282CFW6	US GOVT	U.S. Treasury Note	0.00	102,717.39	0.00	(12,228.26)	114,945.65	9,329.27	0.00	112,046.66
91282CGA3	US GOVT	U.S. Treasury Note	0.00	102,732.24	400,000.00	(332,240.44)	34,972.68	23,688.87	0.00	126,421.11
91282CGE5	US GOVT	U.S. Treasury Note	0.00	222,599.59	0.00	(877,304.26)	1,099,903.85	63,333.04	0.00	285,932.63
91282CGL9	US GOVT	U.S. Treasury Note	0.00	58,241.76	0.00	(1,010,659.34)	1,068,901.10	11,779.06	0.00	70,020.82
91282CGR6	US GOVT	U.S. Treasury Note	0.00	43,987.77	0.00	(431,080.16)	475,067.93	1,875.36	0.00	45,863.14
91282CGV7	US GOVT	U.S. Treasury Note	0.00	17,930.33	0.00	(258,196.72)	276,127.05	4,616.87	0.00	22,547.20
91282CHB0	US GOVT	U.S. Treasury Note	0.00	17,238.45	0.00	(144,802.99)	162,041.44	4,942.15	0.00	22,180.60
91282CHH7	US GOVT	U.S. Treasury Note	0.00	15,508.20	0.00	(46,524.59)	62,032.79	2,199.17	0.00	17,707.36
<b>Total Series 2024 Bond Fund</b>			<b>0.00</b>	<b>11,136,634.06</b>	<b>10,574,837.37</b>	<b>(3,942,339.12)</b>	<b>4,504,135.81</b>	<b>326,595.92</b>	<b>0.00</b>	<b>11,463,229.98</b>
<b>Grand Total</b>			<b>0.00</b>	<b>17,805,186.05</b>	<b>17,037,106.36</b>	<b>(3,942,339.12)</b>	<b>4,710,418.81</b>	<b>326,595.92</b>	<b>0.00</b>	<b>18,131,781.97</b>



## Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	Realized Gain/Loss	YTM	YTW
<b>Series 2024 Bond Fund</b>															
<b>Buy</b>															
91282CDS7	04/25/24	04/29/24	US GOVT	U.S. Treasury Note	1.125	01/15/25		5,000,000.00	97.129	4,856,445.31	16,225.96	4,872,671.27	0.00	5.287	5.287
91282CGA3	05/13/24	05/15/24	US GOVT	U.S. Treasury Note	4.000	12/15/25		20,000,000.00	98.531	19,706,250.00	332,240.44	20,038,490.44	0.00	4.973	4.973
91282CFP1	05/13/24	05/15/24	US GOVT	U.S. Treasury Note	4.250	10/15/25		20,000,000.00	98.953	19,790,625.00	69,672.13	19,860,297.13	0.00	5.021	5.021
91282CFW6	05/16/24	05/20/24	US GOVT	U.S. Treasury Note	4.500	11/15/25		20,000,000.00	99.379	19,875,781.25	12,228.26	19,888,009.51	0.00	4.938	4.938
91282CFK2	05/16/24	05/20/24	US GOVT	U.S. Treasury Note	3.500	09/15/25		20,000,000.00	98.105	19,621,093.75	125,543.48	19,746,637.23	0.00	4.996	4.996
91282CFE6	05/21/24	05/23/24	US GOVT	U.S. Treasury Note	3.125	08/15/25		36,000,000.00	97.730	35,182,968.75	302,884.62	35,485,853.37	0.00	5.046	5.046
91282CEQ0	05/21/24	05/23/24	US GOVT	U.S. Treasury Note	2.750	05/15/25		16,750,000.00	97.742	16,371,816.41	10,013.59	16,381,830.00	0.00	5.145	5.145
91282CGE5	05/23/24	05/28/24	US GOVT	U.S. Treasury Note	3.875	01/15/26		11,500,000.00	98.188	11,291,562.50	164,048.76	11,455,611.26	0.00	5.043	5.043
91282CGE5	05/23/24	05/28/24	US GOVT	U.S. Treasury Note	3.875	01/15/26		50,000,000.00	98.188	49,093,750.00	713,255.50	49,807,005.50	0.00	5.043	5.043
91282CGR6	06/20/24	06/21/24	US GOVT	U.S. Treasury Note	4.625	03/15/26		35,000,000.00	99.691	34,891,992.19	431,080.16	35,323,072.35	0.00	4.808	4.808
91282CGL9	06/20/24	06/21/24	US GOVT	U.S. Treasury Note	4.000	02/15/26		35,000,000.00	98.668	34,533,789.06	488,461.54	35,022,250.60	0.00	4.846	4.846
91282CHB0	06/25/24	06/26/24	US GOVT	U.S. Treasury Note	3.625	05/15/26		35,000,000.00	97.984	34,294,531.25	144,802.99	34,439,334.24	0.00	4.753	4.753
91282CGV7	06/25/24	06/26/24	US GOVT	U.S. Treasury Note	3.750	04/15/26		35,000,000.00	98.223	34,377,929.69	258,196.72	34,636,126.41	0.00	4.787	4.787
91282CGL9	06/25/24	06/26/24	US GOVT	U.S. Treasury Note	4.000	02/15/26		36,000,000.00	98.680	35,524,687.50	522,197.80	36,046,885.30	0.00	4.845	4.845
91282CHH7	06/26/24	06/27/24	US GOVT	U.S. Treasury Note	4.125	06/15/26		34,400,000.00	98.813	33,991,500.00	46,524.59	34,038,024.59	0.00	4.764	4.764
91282CEY3	06/26/24	06/27/24	US GOVT	U.S. Treasury Note	3.000	07/15/25		21,300,000.00	97.887	20,849,871.09	287,901.10	21,137,772.19	0.00	5.092	5.092
91282CEU1	06/26/24	06/27/24	US GOVT	U.S. Treasury Note	2.875	06/15/25		18,100,000.00	97.875	17,715,375.00	17,061.48	17,732,436.48	0.00	5.154	5.154
<b>Total Buy</b>								<b>449,050,000.00</b>		<b>441,969,968.75</b>	<b>3,942,339.12</b>	<b>445,912,307.87</b>	<b>0.00</b>		
<b>Coupon</b>															
91282CGA3	06/15/24	06/15/24	US GOVT	U.S. Treasury Note	4.000	12/15/25		0.00		0.00	400,000.00	400,000.00	0.00	--	--
<b>Total Coupon</b>								<b>0.00</b>		<b>0.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>		



## Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	449,050,000.00	(441,969,968.75)	(3,942,339.12)	(445,912,307.87)	0.00	4.932	4.932
Total Coupon	0.00	0.00	400,000.00	400,000.00	0.00		



## Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/Premium	Ending Book Value
<b>Series 2024 Bond Fund</b>										
91282CDS7	04/29/24	US GOVT	U.S. Treasury Note	5,000,000.00	97.129	4,856,445.31	34,516.13	34,516.13	(109,038.56)	4,890,961.44
91282CEQ0	05/23/24	US GOVT	U.S. Treasury Note	16,750,000.00	97.742	16,371,816.41	40,463.56	40,463.56	(337,720.03)	16,412,279.97
91282CEU1	06/27/24	US GOVT	U.S. Treasury Note	18,100,000.00	97.875	17,715,375.00	4,293.24	4,293.24	(380,331.76)	17,719,668.24
91282CEY3	06/27/24	US GOVT	U.S. Treasury Note	21,300,000.00	97.887	20,849,871.09	4,671.98	4,671.98	(445,456.93)	20,854,543.07
91282CFE6	05/23/24	US GOVT	U.S. Treasury Note	36,000,000.00	97.730	35,182,968.75	70,025.63	70,025.63	(747,005.62)	35,252,994.38
91282CFK2	05/20/24	US GOVT	U.S. Treasury Note	20,000,000.00	98.105	19,621,093.75	32,211.08	32,211.08	(346,695.17)	19,653,304.83
91282CFP1	05/15/24	US GOVT	U.S. Treasury Note	20,000,000.00	98.953	19,790,625.00	18,650.50	18,650.50	(190,724.50)	19,809,275.50
91282CFW6	05/20/24	US GOVT	U.S. Treasury Note	20,000,000.00	99.379	19,875,781.25	9,329.27	9,329.27	(114,889.48)	19,885,110.52
91282CGA3	05/15/24	US GOVT	U.S. Treasury Note	20,000,000.00	98.531	19,706,250.00	23,688.87	23,688.87	(270,061.13)	19,729,938.87
91282CGE5	05/28/24	US GOVT	U.S. Treasury Note	61,500,000.00	98.188	60,385,312.50	63,333.04	63,333.04	(1,051,354.46)	60,448,645.54
91282CGL9		US GOVT	U.S. Treasury Note	71,000,000.00	98.674	70,058,476.56	11,779.06	11,779.06	(929,744.38)	70,070,255.62
91282CGR6	06/21/24	US GOVT	U.S. Treasury Note	35,000,000.00	99.691	34,891,992.19	1,875.36	1,875.36	(106,132.45)	34,893,867.55
91282CGV7	06/26/24	US GOVT	U.S. Treasury Note	35,000,000.00	98.223	34,377,929.69	4,616.87	4,616.87	(617,453.44)	34,382,546.56
91282CHB0	06/26/24	US GOVT	U.S. Treasury Note	35,000,000.00	97.984	34,294,531.25	4,942.15	4,942.15	(700,526.60)	34,299,473.40
91282CHH7	06/27/24	US GOVT	U.S. Treasury Note	34,400,000.00	98.813	33,991,500.00	2,199.17	2,199.17	(406,300.83)	33,993,699.17
<b>Total Series 2024 Bond Fund</b>				<b>449,050,000.00</b>		<b>441,969,968.75</b>	<b>326,595.92</b>	<b>326,595.92</b>	<b>(6,753,435.33)</b>	<b>442,296,564.67</b>
<b>Grand Total</b>				<b>449,050,000.00</b>		<b>441,969,968.75</b>	<b>326,595.92</b>	<b>326,595.92</b>	<b>(6,753,435.33)</b>	<b>442,296,564.67</b>



## Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
<b>Series 2024 Bond Fund</b>					
91282CDS7	U.S. Treasury Note	07/15/24	28,125.00		28,125.00
91282CEY3	U.S. Treasury Note	07/15/24	319,500.00		319,500.00
91282CGE5	U.S. Treasury Note	07/15/24	1,191,562.50		1,191,562.50
91282CFE6	U.S. Treasury Note	08/15/24	562,500.00		562,500.00
91282CGL9	U.S. Treasury Note	08/15/24	1,420,000.00		1,420,000.00
91282CFK2	U.S. Treasury Note	09/16/24	717,500.00		717,500.00
91282CGR6	U.S. Treasury Note	09/16/24	809,375.00		809,375.00
91282CFP1	U.S. Treasury Note	10/15/24	425,000.00		425,000.00
91282CGV7	U.S. Treasury Note	10/15/24	656,250.00		656,250.00
91282CEQ0	U.S. Treasury Note	11/15/24	230,312.50		230,312.50
91282CFW6	U.S. Treasury Note	11/15/24	450,000.00		450,000.00
91282CHB0	U.S. Treasury Note	11/15/24	634,375.00		634,375.00
91282CEU1	U.S. Treasury Note	12/16/24	260,187.50		260,187.50
91282CGA3	U.S. Treasury Note	12/16/24	400,000.00		400,000.00
91282CHH7	U.S. Treasury Note	12/16/24	1,328,250.00		1,328,250.00
91282CDS7	U.S. Treasury Note	01/15/25	28,125.00		28,125.00
91282CDS7	U.S. Treasury Note	01/15/25		5,000,000.00	5,000,000.00
91282CEY3	U.S. Treasury Note	01/15/25	319,500.00		319,500.00
91282CGE5	U.S. Treasury Note	01/15/25	1,191,562.50		1,191,562.50
91282CFE6	U.S. Treasury Note	02/18/25	562,500.00		562,500.00
91282CGL9	U.S. Treasury Note	02/18/25	1,420,000.00		1,420,000.00
91282CFK2	U.S. Treasury Note	03/17/25	717,500.00		717,500.00
91282CGR6	U.S. Treasury Note	03/17/25	809,375.00		809,375.00
91282CFP1	U.S. Treasury Note	04/15/25	425,000.00		425,000.00
91282CGV7	U.S. Treasury Note	04/15/25	656,250.00		656,250.00
91282CEQ0	U.S. Treasury Note	05/15/25	230,312.50		230,312.50
91282CEQ0	U.S. Treasury Note	05/15/25		16,750,000.00	16,750,000.00
91282CFW6	U.S. Treasury Note	05/15/25	450,000.00		450,000.00
91282CHB0	U.S. Treasury Note	05/15/25	634,375.00		634,375.00

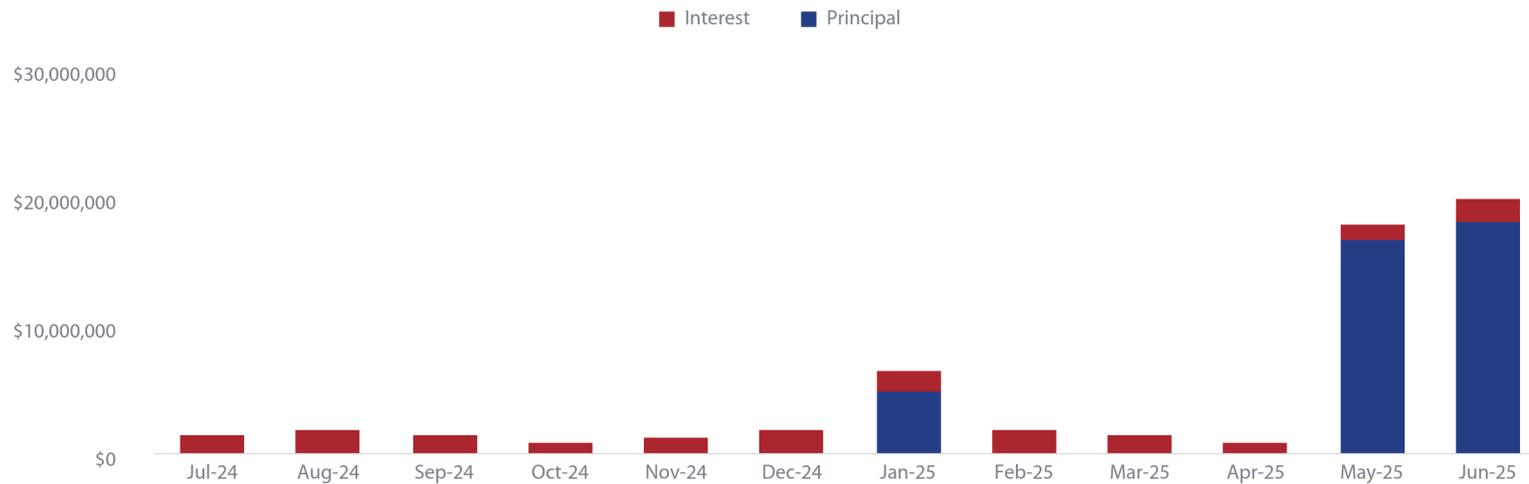


## Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
91282CEU1	U.S. Treasury Note	06/16/25	260,187.50		260,187.50
91282CEU1	U.S. Treasury Note	06/16/25		18,100,000.00	18,100,000.00
91282CGA3	U.S. Treasury Note	06/16/25	400,000.00		400,000.00
91282CHH7	U.S. Treasury Note	06/16/25	1,328,250.00		1,328,250.00
<b>Grand Total</b>			<b>18,865,875.00</b>	<b>39,850,000.00</b>	<b>58,715,875.00</b>

## Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
July 2024	1,539,187.50		1,539,187.50
August 2024	1,982,500.00		1,982,500.00
September 2024	1,526,875.00		1,526,875.00
October 2024	1,081,250.00		1,081,250.00
November 2024	1,314,687.50		1,314,687.50
December 2024	1,988,437.50		1,988,437.50
January 2025	1,539,187.50	5,000,000.00	6,539,187.50
February 2025	1,982,500.00		1,982,500.00
March 2025	1,526,875.00		1,526,875.00
April 2025	1,081,250.00		1,081,250.00
May 2025	1,314,687.50	16,750,000.00	18,064,687.50
June 2025	1,988,437.50	18,100,000.00	20,088,437.50
<b>Total</b>	<b>18,865,875.00</b>	<b>39,850,000.00</b>	<b>58,715,875.00</b>



## Disclosures & Disclaimers

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Investing in fixed income securities involves interest rate risk, credit risk, and inflation risk. Interest rate risk is the possibility that bond prices will decrease because of an interest rate increase. When interest rates rise, bond prices and the values of fixed income securities fall. When interest rates fall, bond prices and the values of fixed income securities rise. Credit risk is the risk that a company will not be able to pay its debts, including the interest on its bonds. Inflation risk is the possibility that the interest paid on an investment in bonds will be lower than the inflation rate, decreasing purchasing power.

Cash alternatives typically include money market securities and U.S. treasury bills. Investing in such cash alternatives involves inflation risk. In addition, investments in money market securities may involve credit risk and a risk of principal loss. Because money market securities are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency, there is no guarantee the value of your investment will be maintained at \$1.00 per share, and your shares, when sold, may be worth more or less than what you originally paid for them. U.S. Treasury bills are subject to market risk if sold prior to maturity. Market risk is the possibility that the value, when sold, might be less than the purchase price.

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# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented by:** Lynda Rhodes, Executive Director of Special Services

**Subject:** Approval of RFP # 23-494 Special Education Professional Services

**Consent Item**

**Financial Impact**

Annual Estimated Expenditures: \$1,500,000.00 – Federal Funds

This is an on-call contract and services will be rendered on a as needed basis. The following vendors will be the pool of vendors recommendation for award. Expenditures between vendors are estimated to be \$1,500,000.00 per year depending on the services needed across the district facilities and campuses.

Term of contract – This is a one-year contract with an option to extend for two (2) additional years, one-year term at a time. With a 30-day cancellation notice.

**Strategic Plan Goals/Board Academic Goals**

Goal 2, Initiative 3

**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 awards to the following vendor(s), the vendor(s) providing the best value to the district.

<b>Suppliers</b>		
Translation & Interpretation Network LLC	AGC Consulting Group	The Stepping Stones Group
MARC, Inc.	Elite Learning Solutions, LLC	Soliant
Laura Tarwater	E-Therapy Intermediate, Inc.	Aequor Healthcare Services, LLC
Rachel Hoarty	The Good Seed Therapies, LLC	Specialized Assessment & Consulting, LLC
Babbling Bears LLC	Assessment Intervention Management, LLC	Melissa Flores SPEECH services



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

Audio Acoustics Hearing Center	Sunbelt Staffing LLC	Susan M. Catlett
Audio Acoustics Testing and Diagnostics of Midland, LLC	Amergis Healthcare Staffing, Inc	WestX School Based Psychological Services
Dawn S Miller	Phaxis Health Solutions LLC	Frontiers Integrated
Shine Speech Therapy and Social Language Center	Shirlee Alexander	A3 Psychoeducational Assessment LLC
Chatterbox Therapy Center	Gillem Staffing (Gillem Speech Language Pathology Services LLC)	

### **Motion**

Approve as presented

### **Contact Person**

Lynda Rhodes, Executive Director of Special Services

### **Enclosure**

Bid Tabulation, Scoresheet and Price Analysis

## Bid Tabulation

<b>Event Number</b>	RFP # 23-494
<b>Event Title</b>	Special Education Professional Services
<b>Event Description</b>	
<b>Event Type</b>	RFP
<b>Issue Date</b>	6/6/2024 10:00:01 AM (CT)
<b>Close Date</b>	7/8/2024 03:00:00 PM (CT)

<b>Organization</b>	
<b>Workgroup</b>	
<b>Event Owner</b>	
<b>Email</b>	
<b>Phone</b>	
<b>Fax</b>	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Translation & Interpretation Network LLC	Fort Worth	TX	6/26/2024 02:46:38 PM (CT)	1	\$59.00
MARC, Inc.	Midland	TX	6/28/2024 09:32:34 AM (CT)	1	\$60.00
Laura Tarwater	Midland	TX	6/21/2024 10:25:51 PM (CT)	1	\$85.00
Rachel Hoarty	Midland	TX	6/26/2024 08:15:46 PM (CT)	1	\$90.00
Babbling Bears LLC	Waco	TX	6/24/2024 02:06:47 PM (CT)	1	\$90.00
Audio Acoustics Hearing Center	Midland	TX	6/27/2024 07:59:51 PM (CT)	1	\$100.00
Audio Acoustics Testing and Diagnostics of Midland, LLC	Midland	TX	6/27/2024 07:48:47 PM (CT)	1	\$100.00
Dawn S Miller	Midland	TX	6/18/2024 10:02:36 AM (CT)	1	\$100.00
Shine Speech Therapy and Social Language Center	Odessa	TX	6/28/2024 11:23:56 AM (CT)	1	\$250.00
Chatterbox Therapy Center	Addison	TX	6/27/2024 03:54:51 PM (CT)	3	\$350.00
AGC Consulting Group	West Palm Beach	FL	6/14/2024 10:12:29 AM (CT)	7	\$375.91
Elite Learning Solutions, LLC	San Antonio	TX	7/2/2024 10:46:22 AM (CT)	5	\$399.00
E-Therapy Intermediate, Inc.	Denver	NC	6/25/2024 10:32:58 AM (CT)	5	\$403.00
The Good Seed Therapies, LLC	Round Rock	TX	7/7/2024 09:30:19 PM (CT)	5	\$475.00
Assessment Intervention Management, LLC	San Antonio	TX	7/8/2024 12:15:16 PM (CT)	6	\$535.00
Sunbelt Staffing LLC	Oldsmar	AL	6/24/2024 12:25:38 PM (CT)	8	\$545.00
Amergis Healthcare Staffing, Inc	Austin	TX	7/8/2024 12:44:21 PM (CT)	8	\$562.00
Phaxis Health Solutions LLC	Melville	NY	6/27/2024 10:28:46 AM (CT)	7	\$590.00
Shirlee Alexander-Educational Consultant	Midland	TX	6/25/2024 01:21:57 PM (CT)	1	\$600.00
Gillem Staffing (Gillem Speech Language Pathology Services LLC)	Paris	TX	6/27/2024 10:49:03 AM (CT)	6	\$602.00
The Stepping Stones Group	Chicago	IL	7/1/2024 11:15:59 AM (CT)	8	\$605.00
Soliant	Peachtree Corners	GA	6/25/2024 12:48:32 PM (CT)	8	\$627.00
Aequor Healthcare Services, LLC	Piscataway	NJ	7/8/2024 12:49:47 PM (CT)	7	\$635.00
Specialized Assessment & Consulting, LLC	Cypress	TX	6/25/2024 08:58:02 AM (CT)	7	\$659.00
Melissa Flores SPEECH services	McAllen	TX	7/8/2024 10:36:34 AM (CT)	2	\$750.00
Susan M. Catlett, Ph.D., BCBA-D	Houston	TX	6/23/2024 03:26:26 PM (CT)	2	\$2,500.00
WesTX School Based Psychological Services	Odessa	TX	6/11/2024 04:52:35 PM (CT)	4	\$3,080.00
Frontiers Integrated	Houston	TX	6/21/2024 11:39:27 AM (CT)	2	\$4,000.00
A3 Psychoeducational Assessment LLC	Rio Grande City	TX	6/7/2024 02:03:24 PM (CT)	3	\$4,100.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**



**Scoresheet  
Request for Proposal**

**# 23-494 - Special Education Professional 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
		<b>100</b>	25.00	15.00	20.00	20.00	10.00	0.00	0.00	5.00	5.00
Dawn S Miller	1	76.00	1.00	15.00	20.00	20.00	10.00	0.00	0.00	5.00	5.00
Laura Tarwater	2	74.67	1.00	15.00	19.67	19.33	9.67	0.00	0.00	5.00	5.00
Amergis Healthcare Staffing, I	3	71.33	11.00	10.00	17.33	17.33	6.33	0.00	0.00	4.67	4.67
WesTX School Based Psychologic	4	71.00	2.00	10.00	19.67	19.67	9.67	0.00	0.00	5.00	5.00
Phaxis Health Solutions LLC	5	70.00	10.00	10.00	17.67	17.67	6.33	0.00	0.00	4.67	3.67
Shirlee Alexander-Educational	6	70.00	0.00	10.00	20.00	20.00	10.00	0.00	0.00	5.00	5.00
Soliant	7	69.67	13.00	0.00	19.67	19.33	9.33	0.00	0.00	3.33	5.00
MARC, Inc.	8	69.33	1.00	10.00	19.67	19.67	9.67	0.00	0.00	4.67	4.67
Shine Speech Therapy and Socia	9	68.67	0.00	10.00	19.67	19.67	9.33	0.00	0.00	5.00	5.00
Susan M. Catlett, Ph.D., BCBA-D	10	68.00	1.00	10.00	19.33	19.00	9.33	0.00	0.00	4.67	4.67
AGC Consulting Group	11	67.67	18.00	0.00	17.33	17.33	6.33	0.00	0.00	5.00	3.67
The Stepping Stones Group	12	66.67	13.00	5.00	17.67	17.67	5.67	0.00	0.00	4.33	3.33
Audio Acoustics Hearing Center	13	66.00	1.00	5.00	20.00	20.00	10.00	0.00	0.00	5.00	5.00
Audio Acoustics Testing and Di	14	65.67	1.00	5.00	19.67	20.00	10.00	0.00	0.00	5.00	5.00
Assessment Intervention Manage	15	65.00	9.00	5.00	17.67	17.33	6.33	0.00	0.00	5.00	4.67
Chatterbox Therapy Center	16	64.67	4.00	10.00	17.67	17.67	6.33	0.00	0.00	4.67	4.33
Sunbelt Staffing LLC	17	64.00	15.00	0.00	17.67	17.67	6.00	0.00	0.00	4.33	3.33
Elite Learning Solutions, LLC	18	63.33	8.00	5.00	17.67	17.67	6.33	0.00	0.00	4.67	4.00
Aequor Healthcare Services, LLC	19	62.67	9.00	5.00	17.67	18.00	6.67	0.00	0.00	3.00	3.33
Gillem Staffing	20	62.33	8.00	5.00	17.67	17.67	6.00	0.00	0.00	4.33	3.67
Babbling Bears LLC	21	62.00	1.00	10.00	17.67	17.67	6.33	0.00	0.00	4.67	4.67
Melissa Flores SPEECH services	22	61.33	1.00	10.00	18.00	17.67	6.33	0.00	0.00	4.67	3.67
Rachel Hoarty	23	61.00	1.00	0.00	20.00	20.00	10.00	0.00	0.00	5.00	5.00
Specialized Assessment & Consu	24	59.67	9.00	0.00	17.67	17.67	6.00	0.00	0.00	4.67	4.67
Frontiers Integrated	25	58.33	0.00	0.00	19.67	19.67	9.67	0.00	0.00	4.67	4.67
The Good Seed Therapies, LLC	26	57.33	7.00	0.00	17.67	17.67	5.67	0.00	0.00	4.67	4.67
E-Therapy Intermediate, Inc.	27	56.00	6.00	0.00	18.00	18.00	6.33	0.00	0.00	4.33	3.33
A3 Psychoeducational Assessmen	28	54.67	0.00	5.00	17.33	17.33	6.33	0.00	0.00	4.67	4.00
Translation & Interpretation N	29	54.67	2.00	0.00	24.67	19.33	6.00	0.00	0.00	4.67	5.00
		<b>64.89</b>	<b>5.28</b>	<b>5.86</b>	<b>18.52</b>	<b>18.54</b>	<b>7.66</b>	<b>0.00</b>	<b>0.00</b>	<b>4.63</b>	<b>4.40</b>





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented by:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of RFP # 23-511 CNS Kitchen Equipment

### Consent Item

**Financial Impact**

Estimated Expenditures: \$ 134,465.63– Federal Funds  
Mission Restaurant Supply \$ 24,974.10  
Trex Restaurant Equipment \$ 109,491.53  
TDA Approval-pending

Term of contract – One-year contract with no 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 vendors, the vendors providing the best value to the district.

Supplier(s)
Mission Restaurant Supply
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc)

**Motion**

Approve as presented

**Contact Person**

Cortney Smith, Chief of Facilities and Operations

**Enclosure**

Bid Tabulation, Scoresheet and Price Analysis

## Bid Tabulation

<b>Event Number</b>	RFP 23-511 Addendum 1	<b>Organization</b>
<b>Event Title</b>	CNS Kitchen Equipment	<b>Workgroup</b>
<b>Event Description</b>		<b>Event Owner</b>
<b>Event Type</b>	RFP	<b>Email</b>
<b>Issue Date</b>	6/18/2024 08:00:01 AM (CT)	<b>Phone</b>
<b>Close Date</b>	7/9/2024 02:00:00 PM (CT)	<b>Fax</b>

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Pueblo Hotel Supply	Pueblo	CO	7/9/2024 10:50:30 AM (CT)	5	\$0.00
A-Tex Restaurant Supply	San Angelo	TX	7/9/2024 12:55:47 PM (CT)	5	\$98,422.57
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	Amarillo	TX	7/9/2024 08:08:10 AM (CT)	6	\$135,096.63
Mission Restaurant Supply	Austin	TX	7/9/2024 08:30:05 AM (CT)	6	\$139,251.00
Oswalt Restaurant Supply	OKC	OK	7/9/2024 09:52:03 AM (CT)	6	\$147,843.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

**Price Analysis**

**1 Equivalent items or products**

**2 A. Provide two (2) each stacked double convection oven Montague Vectaire full-size, double deck electric Model: M 2EK12A (three 3.744-kW heating elements grouped in one set) OR APPROVED EQUAL TO — standard depth 12-**

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pueblo Hotel Supply	2	EA	\$0.00	\$0.00			
[ALT1] Pueblo Hotel Supply	2	EA	\$9,163.28	\$18,326.56	Convection Oven, electric, (2) deck, manual contri	Imperial	PCVE-2
A-Tex Restaurant Supply	2	EA	\$13,322.36	\$26,644.72	Installation Included in price		
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	2	EA	\$20,695.01	\$41,390.02			
Mission Restaurant Supply	2	EA	\$20,703.60	\$41,407.20	Installation and shipping included. removal/reloc		
Oswalt Restaurant Supply	2	EA	\$22,875.00	\$45,750.00			

**3 B. Provide stacked double convection oven Montague HX2-63A or OR APPROVED EQUAL TO: 4-inch low profile casters; stainless steel solid back panel and both sides; gas manifold for double sections; installed with stainless steel**

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
[ALT1] Pueblo Hotel Supply	1	EA	\$12,414.51	\$12,414.51	Zephaire Convection Oven, gas, double-deck, baki	Blodgett	ZEPH-200-G-ES DBL
A-Tex Restaurant Supply	1	EA	\$16,584.50	\$16,584.50	Installation Included in price		
Mission Restaurant Supply	1	EA	\$24,974.10	\$24,974.10	Installation and shipping included. Gas hose has b		
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$25,605.10	\$25,605.10			
Oswalt Restaurant Supply	1	EA	\$27,591.00	\$27,591.00			

**4 C. Provide six burner range Montague model 36-5 or Groen OR APPROVED EQUAL with open front cabinet base with the following options: 6 each natural gas burners 30,000 BTU/Hr Each, Total 180,000 BTU/Hr.; single high shelf;**

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
[ALT1] Pueblo Hotel Supply	1	EA	\$7,073.94	\$7,073.94	Platinum Heavy Duty Range, gas, 36", (6) 35,000 E	Southbend	P36C-BBB
A-Tex Restaurant Supply	1	EA	\$13,364.95	\$13,364.95			
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$15,810.77	\$15,810.77			
Mission Restaurant Supply	1	EA	\$17,105.10	\$17,105.10	Installation and shipping included. Gas hose has b		
Oswalt Restaurant Supply	1	EA	\$18,007.00	\$18,007.00			

**5 D. Provide stacked double convection oven Montague HX2-63A or OR APPROVED EQUAL TO: 4-inch low profile casters; stainless steel solid back panel and both sides; gas manifold for double sections; installed with stainless steel**

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
[ALT1] Pueblo Hotel Supply	1	EA	\$12,414.51	\$12,414.51	Zephaire Convection Oven, gas, double-deck, baki	Blodgett	ZEPH-200-G-ES DBL
A-Tex Restaurant Supply	1	EA	\$16,584.50	\$16,584.50	Installation Included in Price		
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$25,605.10	\$25,605.10			
Mission Restaurant Supply	1	EA	\$25,798.60	\$25,798.60	Installation and shipping included. Gas hose has b		
Oswalt Restaurant Supply	1	EA	\$27,287.00	\$27,287.00			

**6 E. Provide Combi Oven Eloma Model K12-MULTIMAX 6-11 2AG, or approved equal; (School Package) Multimax Combi Oven/Steamer, gas, boiler less, countertop, pan capacity (6) 18" x 26" full size sheet , digital controls, steam,**

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$22,772.77	\$22,772.77			
Oswalt Restaurant Supply	1	EA	\$24,861.00	\$24,861.00			
A-Tex Restaurant Supply	1	EA	\$25,243.90	\$25,243.90	Installation included in price		
Mission Restaurant Supply	1	EA	\$27,101.00	\$27,101.00	Installation and shipping included. Gas hose has b		
[ALT1] Pueblo Hotel Supply	1	EA	\$35,907.20	\$35,907.20	Combi Oven Steamer, gas, boilerless, (14) 12" x 2(	Blodgett	BX-14G SGL

**7 F. Provide Chloramine Reduction Reverse Osmosis System, to be installed with Combi Oven(item L), 16-Gallon atmospheric storage tank, integrated dual/parallel prefilters for particulate & chlorine reduction, Mineral- Addition**

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Mission Restaurant Supply	1	EA	\$2,865.00	\$2,865.00	The price includes the reverse osmosis system as		
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$3,912.87	\$3,912.87			
Oswalt Restaurant Supply	1	EA	\$4,347.00	\$4,347.00			
A-Tex Restaurant Supply	1	EA	No Bid		No Bid. Filtration Included in Line Item 6 "E"		
Pueblo Hotel Supply	1	EA	No Bid				

		<b>Totals</b>	
Mission Restaurant Supply	\$	139,251.00	
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	\$	135,096.63	
Oswalt Restaurant Supply	\$	244	147,843.00
A-Tex Restaurant Supply	\$		98,422.57
Pueblo Hotel Supply	\$		-

**Scoresheet  
Request for Proposal  
# 23-511 CNS Kitchen Equipment**

Supplier	Rank		Standard Evaluation Criteria								
	Rank	Score	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 histor..	7. Total Long-Term Costs	8. Contract for Goods and Services	9. Other Relevant Factors
		<b>100</b>	35.00	10.00	30.00	20.00	5.00	0.00	0.00	0.00	0.00
Mission Restaurant Supply	1	72.75	21.00	3.00	26.25	18.00	4.50	0.00	0.00	0.00	0.00
Trex Restaurant Equipment	2	62.25	21.00	0.00	23.75	14.25	3.25	0.00	0.00	0.00	0.00
Oswalt Restaurant Supply	3	58.50	19.00	3.00	19.75	14.50	2.25	0.00	0.00	0.00	0.00
A-Tex Restaurant Supply	4	54.75	21.00	3.00	17.25	11.00	2.50	0.00	0.00	0.00	0.00
Pueblo Hotel Supply	5	27.25	0.00	7.00	11.50	7.25	1.50	0.00	0.00	0.00	0.00
		<b>55.10</b>	<b>16.40</b>	<b>3.20</b>	<b>19.70</b>	<b>13.00</b>	<b>2.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Child Nutrition Services Meal Policy

### Consent Item

#### Financial Impact

Dependent upon amount of meal charges accrued at the end of each fiscal year.

#### Strategic Plan Goals/Board Academic Goals

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

#### Executive Summary

There are no changes to the meal charge policy from the previous year however, the Texas Department of Agriculture (TDA) requires each Contract Entity, or school district, in the state of Texas to have their meal charge policy board approved annually.

The purpose of this policy is to establish consistent meal account procedures throughout Midland ISD. Unpaid charges place a financial strain on the Child Nutrition Services department and Midland ISD. The goals of this standard of practice are:

- To treat all students with dignity in the serving line regarding meal accounts
- To support positive interactions with district staff, district business policies, student and parent/guardian to the maximum extent possible
- To establish age-appropriate meal policies
- To encourage parent/guardian to assume responsibility of meal payments and to promote self-responsibility of the student
- To establish a consistent district policy regarding charges and collection of charges

If students exhaust their meal accounts, they may charge meals at lunch meal services as follows:

- Elementary students may charge up to **5** meals
- Secondary students may charge up to **3** meals
- Students with negative balances **may not** charge a la carte items
- Staff/Adults **must pay** their negative charges **in full by the end of the month\***

Once the charge limit is reached, if the account is not replenished, the student will receive a reimbursable emergency meal (sun butter or grilled cheese or cheese sandwich, choice of fruit and vegetable and milk). Elementary managers will notify teachers by highlighting students with negative balances on the breakfast roster. Managers also notify front office staff to assist with



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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notifying students. Emergency meal costs must also be covered by donors or the general fund, it is not an allowable expense for the Child Nutrition fund.

Per the TDA policy, meal charges may not be carried over at the end of each fiscal year. At the end of the school year, school districts must have enough funds in their general fund, or from collected donations, to cover negative meal balances. Please note that in the 2023-2024 school year, there were enough donor funds collected to cover all remaining negative student balances (\$10,788.92). The district's general fund covered negative adult meal balances (\$316.81).

### **Recommendation**

Recommend approval of Midland ISD Meal Charge Policy.

### **Motion**

Approve as presented.

### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

### **Enclosure**

MISD Meal Charge and Donor Policy



# 2024-25 MIDLAND ISD MEAL CHARGE DONOR POLICY

## 2024-25 Midland ISD Meal Charge and Donor Policy

### Purpose of Policy

The purpose of this policy is to establish consistent meal account procedures throughout Midland ISD. Unpaid charges place a financial strain on the Child Nutrition Services department and Midland ISD. The goals of this standard of practice are:

- To treat all students with dignity in the serving line regarding meal accounts
- To support positive interactions with district staff, district business policies, student and parent/guardian to the maximum extent possible
- To establish age-appropriate meal policies
- To encourage parent/guardian to assume responsibility of meal payments and to promote self-responsibility of the student
- To establish a consistent district policy regarding charges and collection of charges

### Charging Meals

If students exhaust their meal accounts, they may charge meals at lunch meal services as follows:

- Elementary students may charge up to **5** meals
- Secondary students may charge up to **3** meals
- Students with negative balances **may not** charge a la carte items
- Staff/Adults **must pay** their negative charges **in full by the end of the month** (\*Staff charges not received at the end of the month will be deducted from payroll or paid by the Campus Activity funds. If payment is not received by the end of the month, no additional charges will be allowed until the account is cleared.)

Once the charge limit is reached, if the account is not replenished, the student will receive a reimbursable emergency meal (sun butter or grilled cheese or cheese sandwich, choice of fruit and vegetable and milk). Elementary managers need to notify teachers by highlighting students with negative balances on the breakfast roster. Managers also notify front office staff to assist with notifying students. Emergency meal costs must be covered by the MISD General Fund or by donor funds. Meal Charges are not an allowable expense for the Child Nutrition fund.

### Notification of Low and Negative Balances



## FACILITIES & OPERATIONS

Midland Independent School District  
615 W. Missouri Ave., Midland, TX 79701  
432-240-1000 • midlandisd.net

Households will be notified of a student with a negative meal balance. Request for payment will be made by letter and email.

### **Payment of Delinquent Meal Charge Debt**

Parents and guardians may make payments to their students account and monitor their child's meal balances by contacting their cafeteria manager or by logging into the Child Nutrition Services utilized online meal management system, School Café. [www.schoolcafe.com/MIDLANDISD](http://www.schoolcafe.com/MIDLANDISD)

### **Donation Processes**

Donations received will be allocated in one of two ways.

Donations may be received from anyone or any group. If the donation is received with no specific instructions, the funds will be held in an account until the last few weeks of the school year at which time, all reduced accounts will be paid first, followed by all paid accounts until the funds are exhausted.

Donations made with specific instructions will be credited to the designated site at the time requested by the specific donation.

MISD will work with any donor within the guidelines for the best interest of the students.

*This institution is an equal opportunity provider.*





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Robert Cedillo, Deputy Superintendent

**Subject:** Approval of the Amended 2024 – 2025 Fees and Dues

### Consent Item

**Financial Impact**

N/A

**Board Goal/Strategic Plan Goals**

Student Experience: Cultivate nurturing and supportive environments for student well-being, providing comprehensive support systems and effective discipline strategies to promote a positive student experience for every child.

**Executive Summary**

The board approved the 2024-2025 Fees and Dues on June 25, 2024. This amendment would raise the fine for phones confiscated from \$15 to \$20.

**Contact Person**

Shannon Torres, Executive Director of School Leadership

**Enclosure**

2024 - 2025 Fees and Dues

**MIDLAND INDEPENDENT SCHOOL DISTRICT  
2024-2025 Fees and Dues**

<b>CLASS FEES</b>			
<b>Course Name</b>	<b>Description</b>	<b>Junior High</b>	<b>High School</b>
INTRO TO ART	Supplies	\$25/Semester	
ART I, II, III, IV	Supplies	\$25/Semester	\$25/Semester
CERAMICS/SCULPTURE & OIL PAINTING	Supplies		\$30/Semester
THEATER	Costumes, Props		\$30/Year
AFROTC	Uniform & Camp		\$40/Year
ALL CULINARY ARTS	Food & Project Supplies		\$30/Semester
AG MECHANICS & METAL TECHNOLOGY	Project Materials		\$30/Semester
COSMETOLOGY	Student Permit		\$25/Year
FLORAL DESIGN	Project Supplies		\$30/Year
FORENSIC SCIENCE	Lab Expenses		\$40/Year
MILL AND CABINET MAKING	Lab Fee		\$30/year +project cost
PRACTICUM IN HUMAN SERVICES	Lab Fee		<b>\$30/Semester</b>
PRACTICUM IN CULINARY ARTS	Lab Fee		\$40/Year
ELECTRONIC SYSTEMS/DRAFTING	Lab Fee		\$30/Year + project cost per semester
JH ROBOTICS	Lab supplies	\$20/year	
INTRO TO ART	Supplies	\$25/Semester	
PRINCIPLES OF HOSPITALITY & TOURISM	Supplies		\$30 /Year
LIFETIME NUTRITION AND WELLNESS	Supplies		\$25/Semester
PHOTOJOURNALISM /COMMERCIAL PHOTOGRAPHY	Supplies		\$20/Semester
PRECISION METALS/AGRICULTURE MECHANICS & METAL TECH	Supplies		\$30/Year + project cost per semester
WELDING	Safety Equipment		\$100 for Safety Equipment
HEALTH SCIENCE (CNA)	Exam		\$150/Year supplies certification exam
COLLISION REPAIR	Safety equipment project		\$25/Semester
<b>CLUB DUES</b>			
BUSINESS PROFESSIONALS OF AMERICA (BPA)	Membership & Comps		\$40/Year
FUTURE FARMERS OF AMERICA (FFA)	Membership & Comps		\$25/Year
NATIONAL TECHNICAL HONOR SOCIETY (NTHS)	Membership		\$40/Year
ROBOTICS CLUB	Membership & Comps	\$20/Year	
SKILLS USA	Membership & Comps		\$40/Year

TEXAS ASSOCIATION. OF FUTURE EDUCATORS (TAFE)	Membership & Comps		\$40/Year
FRENCH CLUB	State & Local		\$20/Year
FRENCH HONOR SOCIETY	National & Local		\$10/Year
LATIN CLUB	State & Local		\$15/Year
NATIONAL HONOR SOCIETY	Membership	\$10/Year	\$20/Year
NATIONAL JUNIOR HONOR SOCIETY	Membership		\$7/Year
SPANISH HONOR SOCIETY	National & Lifetime		\$15/Year
DEBATE CLUB	National, State, & Local		\$25/Year
DRAMA CLUB	National, State, & Local		\$30/Year
INTERNATIONAL THESPIAN SOCIETY	National		\$35/Year
DISTRIBUTIVE EDUCATION CLUBS OF AMERICA (DECA)	National, State, Reception		\$40/Year
FAMILY, CAREER AND COMMUNITY LEADERS OF AMERICA (FCCLA)	State & National		\$40/Year
GERMAN CLUB	State,Local		\$15/Year

<b>MISCELLANEOUS FEES</b>			
ACADEMIC PLANNER	1st is free	\$5/Replacement	
STUDENT ID CARD	1st is free	\$5/Replacement	\$5/Replacement
LIBRARY FINES	Books, Magazines, & Files	\$0.10/School Day	\$0.10/School Day
LIBRARY FINES	Reference Books	\$0.10/Period	\$0.10/Period
PARKING PERMITS	Reserved Spaces		\$50/Year
PARKING FINES	Parking Violation		\$5 after 10 Days
PARKING FINES	Moving Violation		\$10/ \$15 after 10 Days
PARKING BOOT FINES	Parking Violation		\$30
PE LOCKS	Replace Lost Lock	\$6	
TRANSCRIPTS	Certified Copy		\$1/Copy
CELL PHONE FINE	Phone Confiscated	<del>\$15</del> -\$20	<del>\$15</del> -\$20
TEMPORARY STUDENT ID	Day ID	\$1	\$1

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

14. Information Items  
A. Board Committee Monthly Report



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024  
**Presented By:** Board of Trustees  
**Subject:** Board Committee Report

### Information Item

**Board Goal(s)**  
Strategic Plan Goal 1-5

**Executive Summary**  
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).

### **POLICY COMMITTEE**

On July 9, 2024, the Midland ISD Board Policy Committee met and discussed the following proposed policy revisions:

**BBFA(LOCAL): ETHICS: CONFLICT OF INTEREST DISCLOSURES**  
Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.

**CCGB(LOCAL): AD VALOREM TAXES: ECONOMIC DEVELOPMENT**  
Substantial changes are recommended to remove provisions addressing expired laws related to Tax Code Chapter 313 agreements.

*\* During discussion with the Committee, it was made clear that current Chapter 313 agreements between MISD and other entities remain in place. This policy simply strips the language that allows the Board to enter into new agreements, since that is no longer allowable.*

**CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS**  
A section on Notice Regarding Violent Activity is recommended to comply with legal requirements.

**CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL**  
To address in one policy all security arrangements, CKE(LOCAL) has been expanded, and the



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

relevant provisions from CKEA(LOCAL) have been moved to this code.

Significant revisions are recommended to the CKE policy series to promote compliance and clarification with HB 3 and other legal requirements.

Regarding the provisions addressing district police officers, as Education Code 37.081 covers both police authority and duties, the margin note has been edited to clarify the scope of the policy language. The section on temporary assignments has been incorporated into Limitations on Non-school Employment to account for possible off-duty officer use by both the district and other agencies. A section on Interlocal Agreement has been added to note that district police officers will function within the scope of the agreement.

### CKEA(LOCAL): SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

This policy has been deleted and its provisions moved to CKE(LOCAL).

### CQC(LOCAL): TECHNOLOGY RESOURCES: EQUIPMENT

This new local policy is recommended to meet the legal requirement for the board to adopt a policy for the effective integration of digital devices in the district. The policy language adopts the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the superintendent must develop regulations for implementation.

*\* TEA's recommended health and safety guidelines were provided to Committee members after the meeting and consist of screen time limitations, suggestions for breaks from the digital device, and requirements for content moderation.*

### CW(LOCAL): NAMING FACILITIES

Establishes policy guidelines for the naming of school buildings and other facilities in the district. Includes categories from which names may be selected, nomination procedures, and the process for selection by the Board. These guidelines were previously included only in Administrative Regulations.

### DCE(LOCAL): EMPLOYMENT PRACTICES: OTHER TYPES OF CONTRACTS

Revisions at Termination During Contract Term are recommended to specify that an employee may request a hearing before the board to appeal discharge during the contract period and to differentiate between terminations during and at the end of the contract term.

*\* DCE (LOCAL) applies only to employees on a non-Chapter 21 contract, of which there are very few in MISD.*

### DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy DIA, we have revised the references to that code in this policy to reflect the DIA series. No other changes have been made to this policy.



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

### EEH(LOCAL): INSTRUCTIONAL ARRANGEMENTS: HOMEBOUND INSTRUCTION

TEA's revisions to the *Student Attendance Accounting Handbook (SAAH)* prompted recommended updates to this policy. Students may now receive homebound services for psychological, as well as medical, conditions. The *SAAH* also indicates that the weeks of confinement due to a medical or psychological condition do not need to be consecutive to qualify. The policy language has been updated to reflect this change.

### EF(LOCAL): INSTRUCTIONAL RESOURCES

This policy addressing instructional resources is being deleted. New local policies to address instructional materials and library materials separately are included at EFA and EFB.

### EFA(LOCAL): INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

The provisions previously housed at EF(LOCAL) have been moved to this code with the following revisions:

- At Selection, a clarification has been made to reflect that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.
- At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the new EFB(LOCAL), which permits an employee or parent or guardian to submit these requests.

### EFB(LOCAL): INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

This recommended policy aligns with changes to the Administrative Code and the new collection development standards for school libraries as a result of HB 900.

### EIC(LOCAL): ACADEMIC ACHIEVEMENT: CLASS RANKING

The proposed revision allows for up to 4.5 credits in social studies to count toward a student's official GPA beginning with the Class of 2027. This rule will encourage students to take both AP Micro-Economics and AP Macro-Economics. The policy further clarifies that students who retake a course after a passing grade has been earned shall not have the new grade recorded on their transcript. Finally, the policy clarifies that the "highest ranking graduate" for purposes of the State of Texas academic scholarship shall be the individual designated as the school's valedictorian.

*\* The portion of this policy revision regarding up to 4.5 social studies credits counting toward the GPA is still under consideration. Because the policy would apply to students who were freshmen last school year, campuses are reviewing individual student transcripts (particularly those currently ranked at the top of their respective class) in order to determine that there will be no ill effects. Also, the Leadership Department is working on a communications plan. Once those items are finalized, administration will be able to officially recommend the adoption of this policy.*

### FDB(LOCAL): ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

Establishes that, when District attendance boundaries are adjusted, students previously attending



# Midland Independent School District

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## BOARD OF TRUSTEES AGENDA

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any effected school due to intradistrict transfer shall be required to reapply for their transfer seat, which will be granted only if seats are available. Additionally, elementary school students who would be required to change schools due to a boundary adjustment shall be eligible to remain at their previous campus upon timely submission of a transfer application. Younger siblings of these “grandfathered” students shall also be granted a higher priority transfer status at the campus so long as their older sibling is still in attendance at the school.

*\* This potential policy revision was discussed at length by trustees at a recent Board meeting. Administration has sought to develop a policy which captures all of the Board’s requests.*

### FNCE(LOCAL): STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES

Modifies the rule regarding the prohibition of a cellular phone or other electronic device during instructional time.

*\* Specific language in this policy revision is still being considered. Final language will be presented to the full Board at the July meeting.*

### FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy FFH, we have revised the references to that code in this policy to reflect the FFH series. No other changes have been made to this policy.

### GF(LOCAL): PUBLIC COMPLAINTS

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. No other changes have been made to this policy.





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Reportable Purchase Orders over \$100,000 – June 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 - June 2024**

<b>Purchase Order</b>	<b>Vendor</b>	<b>Description</b>	<b>Contract</b>	<b>Amount</b>	<b>Funding Source</b>
8732400056	Third Future Schools	Third Future Lamar-SAF		144,110.40	Federal Funds
8732400059	IDEA Public Schools	IDEA ESSER III Reimbursement		695,525.24	Federal Funds
8732400060	IDEA Public Schools	IDEA Travis Title I		171,349.52	Federal Funds
9302400161	Graybar Electric Co Inc	MISD New ES - Early Electrical	Omnia#EV2370	258,437.57	Capital Projects Bond
9302400165	HELLAS Construction, Inc	Midland ISD Freshman High	IGPA# 23-01DP-03	1,963,375.00	Capital Projects Bond





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** July 30, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Cooperative Management Rebate Report

### Information Item

#### **Financial Impact**

Rebates:

Buy Board	\$56,544.00
TIPS USA	\$1,423.50
School Specialty	\$2,476.00
TexBuy	\$5,669.28
E & I	\$234.97
Total	\$66,347.75

#### **Executive Summary**

As per 44.031 on the Texas Education Code, purchasing must report any management fees or rebates received under cooperative programs over \$25K. A purchasing cooperative is an organization that competitively procures goods and services by identifying the needs, developing specifications, supplier invitations, proposal submissions, evaluating and selecting vendors who can meet the needs of a solicitation, vendor award, and contract issuance. The cooperative eliminates the need for members to individually go through lengthy bidding processes for each purchase, saving administrative time and effort since goods/services are already competitively sourced and readily available through the cooperative's pre-negotiated contracts. Purchasing cooperatives aim to leverage collective buying power, streamline procurement efforts, and achieve cost savings and efficiencies for their members while adhering to relevant legal and regulatory requirements. Midland ISD received \$66,347.75 in rebates from competitively bid contracts awarded through the following cooperatives for the fiscal year July 2023 - June 2024.

#### **Contact Person**

Albert Valencia, Director of Purchasing and Contracts

#### **Enclosure**

N/A

## 15. 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 \_\_\_\_\_.