

**BOARD OF TRUSTEES
Regular Meeting Agenda
July 29, 2025
5:30 PM**

The Board of Trustees of the Midland Independent School District will attend the following Regular Meeting on July 29, 2025, beginning at 5:30 PM at
Bowie Fine Arts Academy
805 Elk Avenue
Midland, Texas 79701.

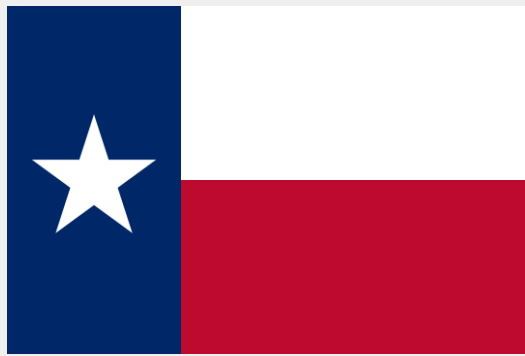
**Please note that the District may add or remove agenda items up until 72 hours prior to the meeting. Pursuant to the Texas Open Meetings Act the District must publicly post this notice and agenda 72 hours prior to the meeting.*

Public Forum: Participants must register to speak in person 5 minutes before the meeting begins, 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
5. Public Forum
6. Consent Agenda
 - A. Approval of Board Meeting Minutes

5



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Subject: Approval of Board Meeting Minutes

Consent Item

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

Special Board Meeting, June 10, 2025

Regular Board Meeting, June 24, 2025

Special Meeting
Tuesday, June 10, 2025 5:30 PM Central

Bowie Fine Arts Academy
805 Elk Avenue
Midland, Texas 79701

The Board of Trustees of the Midland Independent School District met for a Special Board Meeting Tuesday, June 10, 2025, beginning at 5:30 PM at Central Office, 615 West Missouri, Room 101.

The following members were present:

Brandon Hodges, President
Joshua Guinn, Vice President
Angel Hernandez, Secretary
Tommy Bishop
Michael Booker
Sara Burleson
Dr. Matthew Friez

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

There were no public comments

4. Consent Item

4.A. Approval of Donations over \$20,000

The board approved the consent agenda.

Motion, made by Michael Booker and seconded by Joshua Guinn

Motion carried 7-0

5. District Information Reports

5.A. Financial and Budget Preparation for 2025-2026 Update #5

6. Discussion/Possible Action Items

6.A. Discussion of and Request for Approval of RFP # 24-235 Liability, Workers' Compensation, Unemployment, Auto & Student Accident Insurance

The board approved the RFP # 24-235 Liability, Workers' Compensation, Unemployment, Auto & Student Accident Insurance.

Motion, made by Sara Burleson and seconded by Michael Booker

Motion carried 7-0

6.B. Discussion of and Request for Approval of the 2025-2026 Midland ISD Compensation Plan

The Board Approved the 2025-2026 Midland ISD Compensation Plan as presented, which is contingent based on current understanding and implications from the 89th Legislative session and is subject to change based on further clarification from the state.

Motion, made by Joshua Guinn and seconded by Angel Hernandez

Motion carried 7-0

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

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

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

There was no closed session.

8. Adjourn

The meeting was adjourned at approximately 6:27 p.m.

Motion, made by Angel Hernandez and seconded by Dr. Matt Friez

Motion carried 7-0

Brandon W. Hodges, President

Angel Hernandez, Secretary

Regular Meeting and Public Hearing,
Tuesday, June 24, 2025, for the 2025-
2026 Budget and Proposed Tax Rate and
Public Hearing to Discuss Turnaround
Plans Based on 2023 Accountability
Ratings

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 Regular Meeting and Public Hearing, Tuesday, June 24, 2025, beginning at 5:30 PM at Bowie Fine Arts Academy, 805 Elk Avenue, Midland Texas 79701, for the 2025-2026 Budget and Proposed Tax Rate and Public Hearing to Discuss Turnaround Plans Based on 2023 Accountability Ratings for Bunche Elementary, De Zavala Elementary, Lamar Elementary, and Scharbauer Elementary,

The following members were present:

Brandon Hodges, President
Joshua Guinn, Vice President
Tommy Bishop
Michael Booker
Sara Burleson
Dr. Matthew Friez

Dr. Stephanie Howard, Superintendent

1. Call to Order - Roll Call

Absent: Angel Hernandez

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

5. Public Forum

Jerod Sparks	Board member behavior & policies
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6. Public Hearing

6.A. Overview of Turnaround Plans Based on 2023 Accountability Ratings based on 2023 Accountability Ratings for Bunche Elementary, De Zavala Elementary, Lamar Elementary, and Scharbauer Elementary

6.B. Public Hearing to Discuss Turnaround Plans Based on 2023 Accountability Ratings for Bunche Elementary, De Zavala Elementary, Lamar Elementary, and Scharbauer Elementary

There were no public comments

6.C. Financial Overview for the 2025-2026 Budget and Proposed Tax Rate

6.D. Public Hearing for the 2025-2026 Budget and Proposed Tax Rate

There were no public comments

7. Consent Agenda

The Board approved the consent agenda as presented

Motion, made by Brandon Hodges and seconded by Joshua Guinn

Motion carried 6-0

7.A. Approval of Board Meeting Minutes

7.B. Approval of Monthly Financials

7.C. Approval of 2025-2026 Fees and Dues

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

7.E. Approval of 2025-2026, 2026-2027, 2027-2028, Application for Modified Schedule State Assessment Testing Days Waiver

7.F. Approval of Memorandum of Understanding between Midland ISD and Midland College Concerning Dual Credit

7.G. Approval of Memorandum of Understanding with Odessa College for Collaboration for Preparation of Educators

7.H. Approval of Memorandum of Understanding Between MISD and Permian Workforce for Apprenticeships

7.I. Approval of the Architectural/Engineering Firm for the Bonham, Burnet, Fannin, and Henderson Elementary Schools, Midland Alternative Program (MAP), and Viola Coleman High School Project including Construction Delivery Methods Associated with the 2023 Bond Program and Authorization to Execute an Agreement

8. Superintendent's Update

9. District Informational Reports

9.A. Bond 2023 Monthly Report

9.B. 2024-2025 Preliminary STAAR Performance Report

9.C. Planning, Design, and Construction of Cafeteria Facilities at New High School Campuses

The Board Pulled from the agenda Planning, Design, and Construction of Cafeteria Facilities at New High School Campuses.

10. Action Items

10.A. Discussion of and Request for Approval of Turnaround Plans Based on 2023 Accountability Ratings for Bunche Elementary, De Zavala Elementary, Lamar Elementary, and Scharbauer Elementary

The Board Approved the Turnaround Plans Based on 2023 Accountability Ratings for Bunche Elementary, De Zavala Elementary, Lamar Elementary, and Scharbauer Elementary.
Motion, made by Joshua Guinn and seconded by Michael Booker

Motion carried 6-0

10.B. Discussion of and Possible Action to Approve the 2025-2026 Budget

The Board Approved the 2025-2026 Budget.
Motion, made by Michael Booker and seconded by Joshua Guinn

Motion carried 6-0

10.C. Discussion of and Request for Approval of the 2024-2025 Final Budget Amendment

The Board Approved the 2024-2025 Final Budget Amendment.
Motion, made by Joshua Guinn and seconded by Michael Booker

Motion carried 6-0

10.D. Discussion of and Request Approval of Partial Guaranteed Maximum Price (GMP) #1 for 2023 Bond Program Package #2 - New Legacy and Midland High Schools

The Board Approved the Partial Guaranteed Maximum Price (GMP) #1 for 2023 Bond Program Package #2 - New Legacy and Midland High Schools.
Motion, made by Sara Burleson and seconded by Michael Booker

Motion carried 6-0

10.E. Discussion of and Request for Approval of Competitive Sealed Proposal (CSP) # 24-278 Ben Milam International Academy - New Walking Track

The Board Approved the Competitive Sealed Proposal (CSP) # 24-278 Ben Milam International Academy - New Walking Track.
Motion, made by Joshua Guinn and seconded by Sara Burleson

Motion carried 6-0

10.F. Consideration and Potential Adoption of Resolution Approving Contingent Fee Legal Services Contract, including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General

Motion, made by Joshua Guinn, seconded by Dr. Matt Friez, moved: That the Board of Trustees adopt a resolution approving the contingent fee legal services contract, that includes the findings required by Texas Government Code 2254, Subchapter C, and that are needed for submission of a contingent fee legal services agreement and a request to the Texas Attorney General for expedited review.

Motion carried 6-0

10.G. Consideration and Potential Adoption of Contingent Fee Legal Services Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC

Motion, made by Dr. Matt Friez seconded by Michael Booker, moved: That the Board of Trustees adopt and approve entering into a contingent fee legal services agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC to represent the District in youth social media usage and related litigation.

Motion carried 6-0

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. Information Items

13.A. Board Committee Monthly Report

13.B. Reportable Purchase Orders Over \$50,000

13.C. Human Capital Monthly Routine Personnel Report

14. Adjourn

The Board Adjourned at approximately 7:19 p.m.

Motion, made by Joshua Guinn and seconded by Michael Booker

Motion carried 6-0

Brandon W. Hodges, President

Angel Hernandez, Secretary



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of the Monthly Financials

Consent Item

Financial Impact

District's financial position as of the month of June 2025.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

The attached financial report provides information about the operations results for the month of June 2025. It provides information on the originally adopted budget, the revised adopted budget, year-to-date activity, and the percentage of the revised budget utilized through the end of the previous month. The funds outlined in the report are the three legally adopted budgets the board must approve annually (general fund, child nutrition fund, and debt service fund). There are also two additional pages to show the year-to-date activities for the district self-insurance fund, including medical, dental, and workers' compensation and the district's staff housing fund. The last portion of the document outlines the district's year-to-date and anticipated cash flows throughout the fiscal year.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

June 2025 Monthly Financial Report

Monthly Financial Report

As of June 30, 2025

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

GENERAL FUND

As of June 30, 2025

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ 333,930,150	\$ 330,191,175	98.88%
5700 Other Local Revenue	16,806,748	19,800,175	20,111,217	101.57%
5800 State Revenue	18,905,031	24,095,405	13,540,075	56.19%
5831 TRS On-Behalf	10,742,905	10,750,540	13,352,663	124.20%
5900 Federal Revenue	1,219,276	1,459,017	857,136	58.75%
Total Revenues	369,218,366	390,035,286	378,052,266	96.93%
EXPENDITURES by FUNCTION				
11 - Instructional Services	182,106,459	186,187,500	171,419,820	92.07%
12 - Instructional Resources and Media Services	3,471,082	3,359,538	3,019,671	89.88%
13 - Staff Development	5,152,769	6,690,834	6,477,155	96.81%
21 - Instructional Administration	7,879,559	7,086,520	6,813,062	96.14%
23 - Campus Administration	16,844,981	16,173,881	15,311,502	94.67%
31 - Guidance and Counseling	13,244,624	13,909,689	12,742,340	91.61%
32 - Social Services	816,045	759,785	627,378	82.57%
33 - Health Services	3,950,812	3,694,946	3,323,651	89.95%
34 - Student (Pupil) Transportation	9,517,891	10,122,566	8,752,240	86.46%
35 - Food Services	232,650	335,000	296,681	88.56%
36 - Cocurricular / Extracurricular Activities	9,884,785	8,405,201	7,613,897	90.59%
41 - General Administration	8,992,032	8,556,831	7,918,811	92.54%
51 - Plant Maintenance and Operation	47,348,467	43,044,762	38,264,859	88.90%
52 - Security and Monitoring Services	7,338,925	8,434,789	7,831,235	92.84%
53 - Data Processing Services	7,902,408	6,736,071	6,511,071	96.66%
61 - Community Services	1,657,344	1,663,251	1,202,699	72.31%
71 - Debt Services	3,503,285	4,374,354	3,363,807	76.90%
81 - Facilities Acquisition and Construction	-	472,473	472,473	100.00%
91 - Contract Instructional Services (Ch. 49 Recap)	78,418,965	92,351,901	92,351,901	100.00%
93 - Shared Service Arrangements	-	300,000	235,193	78.40%
99 - Intergovernmental Charges	3,509,476	3,501,095	3,496,578	99.87%
Total Expenditures	411,772,559	426,160,987	398,046,025	93.40%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	1,776,437	1,776,433	
8900 Other Financing Uses	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(34,349,263)	(18,217,326)	
EXPENDITURES by OBJECT				
6100 Payroll	241,826,275	236,968,145	222,637,645	93.95%
6200 Contracted Services	55,886,466	59,960,609	53,063,936	88.50%
6224 Ch. 49 Recapture Payment	78,418,965	92,351,901	92,351,901	100.00%
6300 Supplies	16,343,653	15,071,854	11,763,081	78.05%
6400 Other Operating Expenses	11,824,401	11,030,631	9,307,773	84.38%
6500 Debt Service	3,503,285	4,374,354	3,363,807	76.90%
6600 Capital Outlay	3,969,514	6,403,492	5,557,881	86.79%
Total Expenditures	411,772,559	426,160,987	398,046,025	93.40%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	1,776,437	1,776,433	
8900 Other Financing Uses	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(34,349,263)	(18,217,326)	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
CHILD NUTRITION FUND
As of June 30, 2025

	Original Budget	Revised Budget	2024-2025 FYTD Activity	Percent of Revised Budget
REVENUES				
5700 Other Local Revenue	\$ 3,935,250	\$ 3,961,894	\$ 3,354,565	84.67%
5800 State Revenue	57,500	57,500	59,901	104.18%
5900 Federal Revenue	13,285,000	13,285,000	12,711,760	95.69%
Total Revenues	17,277,750	17,304,394	16,126,227	93.19%
EXPENDITURES by FUNCTION				
35 - Food Services	17,277,750	23,377,750	15,702,820	67.17%
Total Expenditures	17,277,750	23,377,750	15,702,820	67.17%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	1,461	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	1,461	
Excess (Deficiency) of Revenues Over Expenditures	-	(6,073,356)	424,868	
EXPENDITURES by OBJECT				
6100 Payroll	7,635,059	7,635,059	6,325,607	82.85%
6200 Contracted Services	1,215,251	2,284,051	1,741,192	76.23%
6300 Food & Other Supplies	8,160,940	9,520,564	6,521,112	68.50%
6400 Other Operating Expenses	266,500	286,655	525,423	183.29%
6600 Capital Outlay	-	3,651,421	589,487	16.14%
Total Expenditures	17,277,750	23,377,750	15,702,820	67.17%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	1,461	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	1,461	
Excess (Deficiency) of Revenues Over Expenditures	-	(6,073,356)	424,868	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
DEBT SERVICE FUND
As of June 30, 2025

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
5710 Ad Valorem Taxes	\$ 99,144,577	\$ 103,270,417	\$ 103,673,416	100.39%
5700 Other Local Revenue	2,000,000	1,748,035	1,931,834	110.51%
5800 State Revenue	520,485	412,544	412,544	100.00%
Total Revenues	101,665,062	105,430,996	106,017,793	100.56%
EXPENDITURES by FUNCTION				
71 - Debt Service (Principal)	29,725,000	27,183,690	29,010,000	106.72%
71 - Debt Service (Interest)	38,685,780	38,685,780	36,788,556	95.10%
71 - Bond Issuance Cost and Fees	33,254,282	105,130,530	105,121,075	99.99%
Total Expenditures	101,665,062	171,000,000	170,919,631	99.95%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	(65,569,004)	(64,901,838)	
EXPENDITURES by OBJECT				
6500 Debt Service	101,665,062	171,000,000	170,919,631	99.95%
Total Expenditures	101,665,062	171,000,000	170,919,631	99.95%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	(65,569,004)	(64,901,838)	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
LOCAL CAPITAL PROJECTS FUND
As of June 30, 2025

	Beginning Project Balance	Revised Budget	2024-2025 FYTD Activity	Percent of Revised Budget
REVENUES				
Interest Income		\$ -	\$ 487,183	0.00%
Total Revenues		-	487,183	0.00%
EXPENDITURES by PROJECT				
Fuel Pumps Transportation	106,527	106,527	106,527	100.00%
LHS Battery Power Backup	102,905	102,905	102,905	100.00%
LHS Parking Lot	209,576	209,576	209,576	100.00%
LHS Side Court Backstops	-	12,500	-	0.00%
MHS Parking Lot	243,432	243,432	243,432	100.00%
MHS Side Court Backstops	-	12,500	-	0.00%
Memorial Stadium Transformer Project	-	88,608	59,072	66.67%
Phase III RO	173,079	173,079	173,079	100.00%
Scharbauer Refresh	4,550	4,550	-	0.00%
Trane HVAC A/C Project	472,755	472,755	273,911	57.94%
Trane Project Phase III	442,408	442,408	351,806	79.52%
Trane Project Phase IV	4,252,027	4,252,027	4,189,585	98.53%
Non-Fixed Asset Expenditures	115,769	115,769	115,664	99.91%
Contingency	-	-	-	0.00%
Total	6,123,027	6,236,635	5,825,556	93.41%
Ending Estimated Fund Balance		(6,236,635)	(5,338,373)	
Beginning Fund Balance		(9,380,463)		
Transfer In		-		
Net Change in Budget Balance		3,143,827.61		

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

SELF INSURANCE FUND

As of June 30, 2025

	2024-2025 FYTD Activity MEDICAL	2024-2025 FYTD Activity DENTAL	2024-2025 FYTD Activity WORKERS COMP	2024-2025 FYTD Activity TOTAL
REVENUES				
Premiums Collected	\$ 23,224,735	\$ 1,217,173	\$ 2,245,128	\$ 26,687,037
Stop/Loss Rebates	512,207	-	-	512,207
Interest Income	211,720	-	-	211,720
Total Revenues	23,948,662	1,217,173	2,245,128	27,410,963
EXPENDITURES				
Medical/Dental/Workers Comp Claims	15,523,578	1,046,466	730,881	17,300,925
RX Claims	8,460,185	-	-	8,460,185
MISD Care Clinic	229,845	-	-	229,845
Claims Administration: BCBS/TASB	296,305	-	-	296,305
Other Administrative Expenses: TPA Fees	67,980	-	80,900	148,880
Stop/Loss	1,483,659	-	159,457	1,643,116
Total Expenditures	26,061,552	1,046,466	971,238	28,079,256
Excess (Deficiency) of Revenues Over Expenditures	(2,112,890)	170,707	1,273,890	(668,293)

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

HOUSING FUND

As of June 30, 2025

	2024-2025 FYTD Activity	2024-2025 FYTD Activity	2024-2025 FYTD Activity TOWN & COUNTRY	2024-2025 FYTD Activity
	<u>STONEGATE</u>	<u>SIMPATICO</u>	<u>TOWN & COUNTRY</u>	<u>TOTAL</u>
REVENUES				
Donations	\$ -	\$ -	\$ -	\$ -
Rental Income	2,600	214,540	250,543	467,682
Operating Transfers In	-	-	-	-
Misc. Income	-	-	-	-
Total Revenues	<u>2,600</u>	<u>214,540</u>	<u>250,543</u>	<u>467,682</u>
EXPENDITURES				
6200 Professional & Contracted Services	117,611	118,901	143,189	379,702
6300 Supplies & Materials	-	-	-	-
6400 Other Operating Expenses	300	16,452	56,192	72,944
6600 Capital Outlay	-	-	-	-
Total Expenditures	<u>117,911</u>	<u>135,353</u>	<u>199,381</u>	<u>452,646</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(115,311)</u>	<u>79,186</u>	<u>51,162</u>	<u>15,036</u>

Cash Flow Year-to-Date

As of June 30, 2025

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
GENERAL FUND
As of June 30, 2025

	JULY ACTUAL	AUGUST ACTUAL	SEPTEMBER ACTUAL	OCTOBER ACTUAL	NOVEMBER ACTUAL	DECEMBER ACTUAL	JANUARY ACTUAL	FEBRUARY ACTUAL	MARCH ACTUAL	APRIL ACTUAL	MAY ACTUAL	JUNE ACTUAL	YEAR-END ACTUAL
RECEIPTS													
Local Revenue													
Tax Collections	148,407	168,073	701,610	1,530,677	17,764,140	28,760,735	72,605,991	125,563,507	61,828,962	1,955,697	17,624,562	1,307,535	329,959,895
Interest Income	1,446,677	1,092,291	826,663	672,177	576,246	575,558	674,848	934,949	1,214,215	1,233,809	1,224,560	1,118,058	11,590,051
Other Local Revenue	559,909	644,418	743,240	957,844	676,913	665,631	1,193,487	1,615,394	528,600	414,183	448,748	364,704	8,813,072
State Revenue													
Available School Fund	-	-	1,058,742	1,089,722	1,084,559	1,864,481	-	-	1,978,075	1,041,703	1,084,559	2,278,448	11,480,289
Foundation & Misc	-	-	1,820,401	434,303	-	-	-	-	-	-	63,028	3,926	2,321,658
Federal Revenue													
MAC/SHARS	2,524	31,577	59,551	74,164	46,910	14,316	17,126	-	-	-	7,410	18,240	271,818
Other Federal Funds	7,110	-	3,791	14,215	7,108	7,108	7,108	7,108	7,108	7,108	7,108	7,108	81,976
Prior Year Revenue													
PY Tax Collections	868,427	787,844	-	-	-	-	-	-	-	-	-	-	1,656,271
PY State Revenue	688,201	13,238,683	-	-	-	-	-	-	-	-	-	-	13,926,884
PY Federal Revenue	-	-	-	1,778,384	-	-	-	-	-	-	-	-	1,778,384
Total Cash Inflows	3,721,256	15,962,887	5,213,998	6,551,485	20,155,875	31,887,829	74,498,559	128,120,958	65,556,960	4,652,500	20,459,974	5,098,019	381,880,300
DISBURSEMENTS													
Payroll	10,707,703	11,274,402	11,738,755	12,034,121	12,370,204	15,158,177	11,555,972	13,105,498	11,782,518	11,760,475	14,338,562	16,895,685	152,722,072
Accounts Payable	8,468,498	26,091,235	12,108,586	16,241,835	13,080,213	12,764,312	13,101,335	11,502,606	11,250,055	10,466,474	14,007,609	11,894,836	160,977,594
Other (Whse, Prepaid, etc)	-	(1,692)	(76)	(1,999)	-	(2,351)	(2,161)	-	-	(199)	-	(5,032)	(13,511)
PY AP	2,381,384	448,895	-	-	-	-	-	-	-	-	-	-	2,830,279
PY Chapter 49	-	89,956,793	-	-	(56,141)	-	-	-	-	-	-	-	89,900,652
Total Cash Outflows	21,557,585	127,769,633	23,847,265	28,273,958	25,394,275	27,920,137	24,655,146	24,608,104	23,032,572	22,226,749	28,346,171	28,785,489	406,417,086
Net Cash Flow	(17,836,329)	(111,806,747)	(18,633,267)	(21,722,473)	(5,238,400)	3,967,691	49,843,413	103,512,854	42,524,388	(17,574,250)	(7,886,197)	(23,687,470)	(24,536,786)
RECONCILIATION													
Beginning Cash Balance	331,272,346	309,946,329	198,764,562	176,939,502	151,251,099	149,631,770	154,368,078	214,445,060	308,968,975	353,214,864	336,630,154	329,503,516	331,272,346
Monthly Net Cash Flow	(17,836,329)	(111,806,747)	(18,633,267)	(21,722,473)	(5,238,400)	3,967,691	49,843,413	103,512,854	42,524,388	(17,574,250)	(7,886,197)	(23,687,470)	(24,536,786)
Payroll for Other Funds	(819,397)	(807,422)	(839,461)	(834,700)	(852,366)	(1,142,150)	(812,040)	(824,577)	(780,502)	(773,916)	(873,619)	(766,879)	(10,127,028)
AP for Other Funds	(2,589,970)	(16,032,365)	(5,692,462)	(5,738,821)	(2,643,319)	(1,240,027)	(1,131,120)	(1,145,307)	(1,139,995)	(1,129,316)	(1,368,363)	(1,341,506)	(41,192,573)
Receipts for Other Funds	1,580,252	458,258	5,471,998	8,085,660	2,838,100	3,185,272	2,820,038	6,555,843	2,174,890	4,422,851	1,431,768	2,744,682	41,769,571
Transfers In/Out Other Funds	(2,576,733)	11,443,016	(1,835,664)	(2,535,568)	4,328,451	(107,752)	9,478,143	(13,339,803)	(393,780)	65,424	(220,900)	52,463	4,357,297
Outstanding Checks	2,205,412	7,733,797	3,901,828	906,591	802,180	820,809	653,200	361,168	2,156,943	504,155	2,247,422	1,837,996	24,131,498
AP Issued in Prior & Cleared	(1,231,286)	(464,654)	(4,192,898)	(343,221)	(767,928)	(659,010)	(56,274)	(594,208)	(200,730)	(550,890)	(385,371)	(615,322)	(10,061,793)
PR Issued in Prior & Cleared	(57,966)	(1,705,650)	(5,134)	(3,505,872)	(86,045)	(88,526)	(718,376)	(2,055)	(95,285)	(1,548,767)	(71,377)	(1,588,421)	(9,473,474)
Ending Cash Balance	309,946,329	198,764,562	176,939,502	151,251,099	149,631,770	154,368,078	214,445,060	308,968,975	353,214,864	336,630,154	329,503,516	306,139,057	306,139,057

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
CHILD NUTRITION FUND
As of June 30, 2025

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	YEAR-END
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
RECEIPTS													
Local Revenue	13,834	248,437	331,380	449,110	367,393	256,725	257,701	424,784	281,793	363,367	319,812	17,563	3,331,899
State Revenue	-	-	-	-	-	-	-	-	59,901	-	-	-	59,901
Federal Revenue	140,502	18,475	914,612	1,346,681	1,441,357	1,045,743	957,098	1,126,766	1,329,934	1,047,399	1,417,890	1,019,075	11,805,533
Total Cash Inflows	154,336	266,913	1,245,992	1,795,791	1,808,750	1,302,467	1,214,799	1,551,550	1,671,629	1,410,766	1,737,702	1,036,638	15,197,333
DISBURSEMENTS													
Payroll	137,066	321,599	335,196	331,149	334,633	507,526	335,279	329,040	327,077	321,261	325,190	291,598	3,896,615
Accounts Payable	29,260	912,552.01	967,887	1,287,214	943,080	963,169	930,339	1,158,288	994,853	984,928	946,999	424,289	10,542,857
Inventory	-	1,692	-	-	-	-	-	-	-	-	-	1,443	3,134
PY AP	45,915	285	-	-	-	-	-	-	-	-	-	-	46,200
Total Cash Outflows	212,241	1,236,128	1,303,083	1,618,363	1,277,714	1,470,695	1,265,618	1,487,328	1,321,930	1,306,189	1,272,189	717,329	14,488,806
Net Cash Flow	(57,905)	(969,216)	(57,090)	177,429	531,037	(168,227)	(50,819)	64,222	349,699	104,577	465,512	319,309	708,527
RECONCILIATION													
Beginning Cash Balance	3,701,231	3,675,894	3,495,010	4,941,364	4,441,880	4,064,508	3,634,723	3,280,926	5,463,606	4,964,247	4,514,760	4,199,721	3,701,231
Monthly Net Cash Flow	(57,905)	(969,216)	(57,090)	177,429	531,037	(168,227)	(50,819)	64,222	349,699	104,577	465,512	319,309	708,527
Transfers In/Out Other Funds	20,674	601,550	1,577,905	(757,962)	(836,988)	(184,586)	(481,654)	2,274,285	(843,877)	(552,670)	(799,095)	(397,246)	(379,664)
AP Issued in Prior & Cleared	(2,621)	(11,904)	(156,318)	(78,103)	(156,079)	(81,555)	(1,313)	(176,677)	(16,977)	(8,182)	(3,249)	(18,236)	(711,214)
Outstanding Checks	14,516	198,686	81,858	159,151	84,658	4,583	179,989	20,850	11,796	6,788	21,794	7,756	792,425
Ending Cash Balance	3,675,894	3,495,010	4,941,364	4,441,880	4,064,508	3,634,723	3,280,926	5,463,606	4,964,247	4,514,760	4,199,721	4,111,304	4,111,304

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
DEBT SERVICE FUND
As of June 30, 2025

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	YEAR-END
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
RECEIPTS													
Local Revenue													
Tax Collections	233,686	40,495	192,004	467,554	5,546,997	9,012,090	22,797,190	39,487,107	19,457,418	609,908	5,546,425	396,014	103,786,887
Interest Income	525,302	246,825	43,129	43,094	53,246	83,370	125,831	148,755	131,471	162,589	184,422	183,799	1,931,834
State Revenue	-	-	-	-	412,544	-	-	-	-	-	-	-	412,544
PY Tax Collections	38,551	218,579	-	-	-	-	-	-	-	-	-	-	257,130
Total Cash Inflows	797,538	505,899	235,133	510,649	6,012,788	9,095,460	22,923,022	39,635,861	19,588,888	772,497	5,730,847	579,813	106,388,394
DISBURSEMENTS													
Debt Service Payment	-	2,270,545	-	-	-	-	-	63,528,011	-	-	-	-	65,798,556
Debt Service Fees	-	105,114,520	5,680	-	-	500	500	-	1,005	-	4,050	-	105,126,255
PY AP	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflows	-	107,385,065	5,680	-	-	500	500	63,528,011	1,005	-	4,050	-	170,924,811
Net Cash Flow	797,538	(106,879,166)	229,453	510,649	6,012,788	9,094,960	22,922,522	(23,892,150)	19,587,883	772,497	5,726,797	579,813	(64,536,418)
RECONCILIATION													
Beginning Cash Balance	115,901,373	116,698,911	9,895,977	10,125,430	10,636,078	16,236,322	26,107,602	39,303,407	25,459,775	45,048,663	45,821,160	51,546,952	115,901,373
Monthly Net Cash Flow	797,538	(106,879,166)	229,453	510,649	6,012,788	9,094,960	22,922,522	(23,892,150)	19,587,883	772,497	5,726,797	579,813	(64,536,418)
Transfer to other funds	-	76,232	-	-	(412,544)	776,320	(9,726,717)	10,048,518	-	-	-	34,015	795,824
Outstanding Checks	-	-	-	-	-	-	-	-	1,005	-	-	-	1,005
AP Issued in Prior & Cleared	-	-	-	-	-	-	-	-	-	-	(1,005)	-	(1,005)
Ending Cash Balance	116,698,911	9,895,977	10,125,430	10,636,078	16,236,322	26,107,602	39,303,407	25,459,775	45,048,663	45,821,160	51,546,952	52,160,780	52,160,780



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Jessie Garcia, Chief of Human Capital Management

Subject: Approval of the 2025-2026 Professional Learning Plan

Consent Item

Financial Impact

Budget Neutral

Strategic Plan Goals/Board Academic Goals

Grow & Develop Staff

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

Executive Summary:

The Board is being asked to approve the 2025-2026 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.

Contact Person:

Jessie Garcia, Chief of Human Capital Management

Enclosure:

2025-2026 Midland ISD Professional Learning Plan



MISD

MIDLAND INDEPENDENT SCHOOL DISTRICT

2025-2026 PROFESSIONAL LEARNING PLAN

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

www.midlandisd.net
27 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

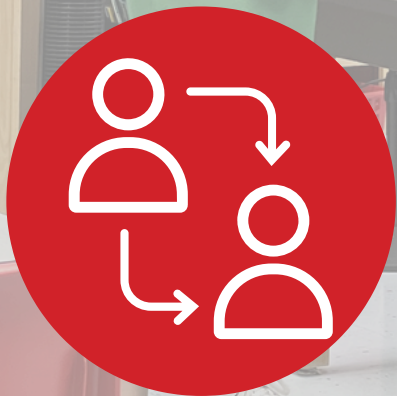
Midland ISD is dedicated to establishing a culture of learning for all students and staff in our organization. In Midland ISD, we are dedicated to our professional learning beliefs.

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.



2025-2026 ACADEMIC CALENDAR

2025 -2026 ACADEMIC CALENDAR

BOARD APPROVED 1/21/25



Dates & Holidays

7/31 & 8/1	New Employee Orientation (No School)
8/4-8/18	Professional Learning (No School)
8/19	First Day of School
9/1	Labor Day (No School)
9/19	End of 1st Six-Weeks
9/29	Parent Teacher Conference (No School)
10/13	Professional Learning (No School)
10/31	End of 2nd Six-Weeks
11/3	Professional Learning (No School)
11/24-11/28	Thanksgiving Break (No School for Students)
11/24 & 11/25	Staff Work Days
12/19	End of 3rd Six-Weeks (Early Release)
12/22-1/2	Christmas Break (No School)
1/5 & 1/6	Professional Learning (No School)
1/7	First Day of Second Semester
1/19	MLK, JR. Day (No School)
2/13	End of 4th Six Weeks
2/16	Professional Learning (No School)
3/6	Bad Weather Day (No School)
3/9-3/13	Spring Break (No School)
4/2	End of 5th Six-Weeks
4/3	Good Friday (No School)
4/6	Bad Weather Day (No School)
5/22	End of 6th Six-Weeks (Early Release)
5/25	Memorial Day (No School)
6/1-6/26	Summer Learning

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

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23	24	25	26	27	28	29
30	31					

April

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- New Employee Orientation
- Bad Weather Days
- Holidays
- Teacher Contract Days
- Summer Learning
- Professional Learning Days
- Parent/Teacher Conference
- End of Six-Weeks
- First Day of Semester

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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, 2025
*Bullying: Recognition & Response	All Staff	Vector Training	November 15, 2025
Child Abuse: Mandatory Reporting	All Staff	Vector Training	November 15, 2025
*Conflict Management: Student-to-Student	Instructional Staff, Administrator & Counselor at Campus Level	Vector Training	November 15, 2025
Cultural Competence and Racial Bias	Principals & Assistant Principals	Vector Training	November 15, 2025
Customer Service Overview: Administration	Central Office, Campus Clerical & Administrator at Campus Level	Vector Training	November 15, 2025
Cybersecurity Awareness	All Staff	Vector Training	November 15, 2025

Name of Training	Required Personnel	Mode of Learning	Due Date
Dating Violence: Identification and Prevention	Secondary Instructional Staff	Vector Training	November 15, 2025
Digital Citizenship Playlist	All Teachers	Vector Training	November 15, 2025
FERPA: Confidentiality of Records	New Staff	Vector Training	November 15, 2025
General Ethics in the Workplace	New Staff	Vector Training	November 15, 2025
HIPAA Overview	All Nurses	Vector Training	November 15, 2025
Hazard Communication: Right to Understand (GHS)	Custodial and Secondary Science Teachers	Vector Training	November 15, 2025
*Human Trafficking Awareness	New Staff	Vector Training	November 15, 2025
Incident Command Systems	All Supervisors, Police & Nurses	Vector Training	November 15, 2025
MISD: Gradebook Setup in Skyward	New Teachers	Vector Training	November 15, 2025
MISD: Taking Attendance in Skyward	New Teachers	Vector Training	November 15, 2025
Seizure Training for School Nurses by Epilepsy Foundation of America	New Staff and Nurses	Vector Training	November 15, 2025
Sexual Harassment: Staff-to-Staff	All Staff	Vector Training	November 15, 2025
Sexual Misconduct: Staff-to-Student	All Staff	Vector Training	November 15, 2025
Student Drug & Alcohol Abuse	All Staff	Vector Training	November 15, 2025
Student Mental Health: Awareness, Intervention and Referral	New Staff	Vector Training	November 15, 2025

Name of Training	Required Personnel	Mode of Learning	Due Date
Title IX Compliance Overview	New Staff	Vector Training	November 15, 2025
*Youth Suicide: Awareness, Prevention and Postvention	All Staff	Vector Training	November 15, 2025
MISD: Vehicle Safety & Use Program Training	School Plant Services, Transportation, Warehouse/ Purchasing	Vector Training	November 15, 2025
New Staff Orientation: Acceptable Use Policy	New Staff	Vector Training	November 15, 2025
New Teacher Orientation: T-TESS Rubric	New Teachers	Vector Training	November 15, 2025
TEA Ethics Training (Modules 1-4)	Teachers hired after 8/1/2025	Vector Training	November 15, 2025
*Increasing Awareness of Trauma Informed Care	Instructional Staff, Campus Administrators, Counselors, Nurses, & Police	Vector Training	November 15, 2025
*UIL Safety Training	Coaches, Trainers, Sponsors of Extracurricular activity, Director responsible for school marching band	Back to School Professional Development	November 15, 2025
*Administration of an epinephrine auto-injector	Authorized school personnel	Individualized on Campus by Student Need	November 15, 2025
Standard Response Protocol	All Staff	Vector Training	

*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>



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TALENT@MIDLANDISD.NET



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Jessie Garcia, Chief of Human Capital Management

Subject: Approval of 2025-2026 T-TESS Appraiser List

Consent Item

Financial Impact

Budget Neutral

Strategic Plan Goals/Board Academic Goals

Grow & Develop Staff

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

Executive Summary

The Board Policy DNA (Local) requires the board to approve a roster of certified Texas Teacher Evaluation and Support System (T-TESS) appraisers, authorized to evaluate teachers as an alternative to their direct supervisors. The list has been recently revised to include any necessary additions or removals.

Contact Person

Jessie Garcia

Chief of Human Capital Management

Enclosure

T-TESS Appraiser List



2025-2026 Midland ISD T-TESS Appraiser List

	LAST	FIRST	T-TESS STATUS
1.	Alba	Debra	Certified
2.	Anderson	Amanda	Certified
3.	Anderson	Kimberley	Certified
4.	Birks	Audrey	Certified
5.	Brown	Emily	Certified
6.	Bryant	Chris	Certified
7.	Carnett	Stephanie	Certified
8.	Cisneros	Lisa	Certified
9.	Courtright	Amanda	Certified
10.	Covarrubias	Pedro	Certified
11.	Daniel	Kimberly	Certified
12.	Dormier	Sarah	Certified
13.	Doster	Kelly	Certified
14.	Duarte	David	Certified
15.	Duewall	Tanya	Certified
16.	Edwards	Alexandra	Certified
17.	Farrer	Becky	Certified
18.	Fenske	Sarah	Certified
19.	Galindo	Alejandra	Certified
20.	Gamboa	Kim	Certified
21.	Godwin	Kristen	Certified
22.	Gonzales	Maxine	Certified
23.	Goodson	Charlie	Certified
24.	Hall	Melanie	Certified
25.	Harmon	Amber	Certified
26.	Haupt	Cindy	Certified
27.	Hembree	Courtee	Certified
28.	Hidalgo	Lisa	Certified
29.	Iza	Liliana	Certified
30.	Jack	Crystal	Certified
31.	Jobes	Brenda	Certified
32.	Jones	Jennifer	Certified
33.	Jones	Patrick	Certified
34.	Kyle	Richard	Certified
35.	Lopez	Jose	Certified
36.	Loya	Luis	Certified
37.	Lujan	Erica	Certified
38.	Malone	Doris	Certified

39.	Medina	Rebecca	Certified
40.	Merino	Ruth	Certified
41.	Messick	Andrea	Certified
42.	Michelle	Cline	Certified
43.	Middleton	Eddie	Certified
44.	Miller	Courtney	Certified
45.	Miller	Laura	Certified
46.	Milliorn	Bobby	Certified
47.	Moore	David	Certified
48.	Nix	Christin	Certified
49.	Overton	Amy	Certified
50.	Pegelow	Haylie	Certified
51.	Pitts	Terri	Certified
52.	Pizarro	Arcie	Certified
53.	Prado	Yadira	Certified
54.	Ring	Misty	Certified
55.	Roberts	Christine	Certified
56.	Robertson	Morgan	Certified
57.	Rodriguez	Andrea	Certified
58.	Rodriguez	Cynthia	Certified
59.	Rodriguez	Karina	Certified
60.	Rose	Natalie	Certified
61.	Saldana	Jami	Certified
62.	Schaaf	Anna	Certified
63.	Scott	Amanda	Certified
64.	Sherrod	Hollie	Certified
65.	Smith	Janet	Certified
66.	Smith	Lori	Certified
67.	Smith	Sally	Certified
68.	Solano	Norma	Certified
69.	Teran	Tricia	Certified
70.	Tisdale	Michael	Certified
71.	Tynes	Christy	Certified
72.	Vargas	Lauren	Certified
73.	White	Kimberly	Certified
74.	Whitney	Crystal	Certified



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Jessie Garcia, Chief of Human Capital

Subject: Approval of Amendments to the 2025-2026 Compensation Plan

Consent Item

Financial Impact

Budget Expenditure

Strategic Plan Goals/Board Academic Goals

Grow and Develop Staff

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

Executive Summary

The Compensation Plan is a guide for administering accurate salaries and wages for employees of Midland ISD. Practices described are intended to implement local board policy and goals, adhere to state and federal regulations and appropriate fiscal standards.

Contact Person

Jessie Garcia

Enclosure

2025-2026 Compensation Plan Amendments



2025-2026
COMPENSATION MANUAL

Board Approved 6/10/25

Midland Independent School District
Human Capital Management
615 W Missouri Ave
Midland TX, 79701
432-240-1000
www.midlandisd.net

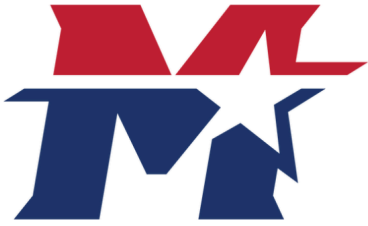
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Purpose

This manual is a guide for administering salaries and wages for personnel of the Midland Independent School District and serves as a new hire salary schedule.

This compensation plan is for the **2025-2026** school year. No salary increases are granted automatically each year; therefore, neither past nor future salaries can be calculated, assumed, or predicted on the basis of this schedule. District policy requires the Board of Trustees to adopt a new compensation plan annually. This compensation is primarily used to determine pay rates and ranges for newly hired employees.



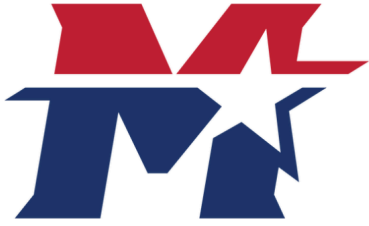
Teacher Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Teacher Pay Plan

Years of Experience	New Hire Salary
0	\$61,500
1	\$62,400
2	\$62,820
3	\$64,520
4	\$64,920
5	\$67,870
6	\$68,270
7	\$68,750
8	\$69,870
9	\$70,170
10	\$70,470
11	\$70,770
12	\$71,170
13	\$71,570
14	\$72,070
15	\$72,570
16	\$73,070
17	\$73,570
18	\$74,070
19	\$74,570
20	\$75,070
21	\$75,570
22	\$76,070
23	\$76,570
24	\$77,070
25	\$77,570
26	\$78,070
27	\$78,570
28	\$79,070
29	\$79,570
30+	\$80,070

THE ANNUAL SALARY IS BASED ON A 10 MONTH CALENDAR

This schedule is for the 2025-2026 school year only. This schedule cannot be used to project any future salary increases. Teachers are on a 187 day work calendar for the 2025-2026 school year. New Hire Teachers are capped at step 30. (See Stipends for Master's Degree Pay.)



Administrative/Professional Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Administrative/Professional Pay Plan

Pay Grade 1	Job Title	Days
	Specialist, Benefits and Risk Management	217
	Specialist, Compensation	217
	Specialist, Payroll II	226

	Minimum	Midpoint	Maximum
Daily	\$288.46	\$343.40	\$398.34
217	\$62,595.82	\$74,517.80	\$86,439.78
226	\$65,191.96	\$77,608.40	\$90,024.84

Pay Grade 2	Job Title	Days
	ARD Facilitator	187
	Coordinator, CCMR	187
	Coordinator, SPED Student Transition	187
	Interventionist	187
	Librarian/Library Media Specialist	187
	Principal Fellow	187
	Registered Nurse	187
	Registered Nurse, BSN	187
	Specialist, Campus Instructional	187
	Specialist, Leadership	187/217
	Speech Language Pathologist (Assistant/Intern)	187
	Speech Language Pathology (Bilingual: Assistant/Intern)	187
	Coordinator, At Risk (Coleman HS)	191
	Specialist, Bilingual/ESL	191
	Apprentice, Elementary School Counselor	192
	Program Specialist, Special Services	192
	Coordinator, Dual Language	197
	Coordinator, ELL Transition	197
	Coordinator, LPAC Compliance	197
	Licensed Specialist in School Psychology- LSSP (Intern)	197
	Literacy Strategist	197
	Math Strategist	197
	Early Childcare Site Supervisor	198
	Apprentice, Secondary School Counselor	217
	Coordinator, District Community (Ed. Foundation)	217
	Coordinator, Homeless Project	217
	Accountant, Staff	226
	Specialist, Communications	226

	Minimum	Midpoint	Maximum
Daily	\$308.65	\$367.44	\$426.23
187	\$57,717.55	\$68,711.28	\$79,705.01
191	\$58,952.15	\$70,181.04	\$81,409.93
192	\$59,260.80	\$70,548.48	\$81,836.16
197	\$60,804.05	\$72,385.68	\$83,967.31
198	\$61,112.70	\$72,753.12	\$84,393.54
217	\$66,977.05	\$79,734.48	\$92,491.91
226	\$69,754.90	\$83,041.44	\$96,327.98

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Administrative/Professional Pay Plan

Pay Grade 3	Job Title	Days
	SPED Behavior Interventionist	187
	Counselor, Elementary	192
	Counselor, Licensed Professional	192
	Counselor, DAEP	192
	Intern, Elementary Administrative	197
	Specialist, Early Childhood	207
	Collegiate Coach	217
	Counselor, Freshman HS	217
	Counselor, Junior High	217
	Counselor, YWLA	217
	Intern, Secondary Administrative	217
	Specialist, Freshman Instructional	217
	Specialist, GT (Carver Only)	217
	Specialist, Talent Development	217
	Specialist, Title I	226
	Specialist, Textbook	226

	Minimum	Midpoint	Maximum
Daily	\$330.25	\$393.16	\$456.07
187	\$61,756.75	\$73,520.92	\$85,285.09
192	\$63,408.00	\$75,486.72	\$87,565.44
197	\$65,059.25	\$77,452.52	\$89,845.79
207	\$68,361.75	\$81,384.12	\$94,406.49
217	\$71,664.25	\$85,315.72	\$98,967.19
226	\$74,636.50	\$88,854.16	\$103,071.82

Pay Grade 4	Job Title	Days
	Licensed Speech Pathologist (SLP-CCC)	187
	Licensed Speech Pathologist (Bilingual)	187
	Therapist, Occupational	187
	Therapist, Physical	187
	Bilingual Diagnostician	197
	Diagnostician	197
	Licensed Specialist in School Psychology	197
	Lead Diagnostician	207
	Lead Licensed Speech Pathologist	207
	Assistant Principal, Elementary	217
	Supervisor, Special Services	217
	Coordinator, Child Find	217
	HR Systems Analyst	226
	Supervisor, ELL (Elem & Sec)	226

	Minimum	Midpoint	Maximum
Daily	\$350.07	\$416.75	\$483.43
187	\$65,463.09	\$77,932.25	\$90,401.41
197	\$68,963.79	\$82,099.75	\$95,235.71
207	\$72,464.49	\$86,267.25	\$100,070.01
217	\$75,965.19	\$90,434.75	\$104,904.31
226	\$79,115.82	\$94,185.50	\$109,255.18

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Administrative/Professional Pay Plan

Pay Grade 5	Job Title	Days
	Coordinator, Title IX	197
	Counselor, Career Endorsement	217
	Assistant Principal - JH	217
	Assistant Principal - MAP	217
	Assistant Principal - YWLA	217
	Coordinator, Guidance and Counseling	217
	Counselor, High School	217
	Coordinator, Advanced Academics	217
	Coordinator, Benefits	217
	Coordinator, College & Career Connections (MC Funded)	217
	Coordinator, CTE	217
	Coordinator, Fine Arts	217
	Coordinator, Human Resources	217
	Coordinator, K-5/School Improvement	217
	Coordinator, Leadership	217
	Coordinator, Recruitment	217
	Coordinator, RTI/MTSS	217
	Coordinator, T&L Instructional	217
	Coordinator, Performance & Data Mgmt.	217
	Assistant Director, Transportation	226
	Coordinator, Position Management	226
	Coordinator, State & Federal Grants	226

	Minimum	Midpoint	Maximum
Daily	\$371.08	\$441.76	\$512.44
197	\$73,102.76	\$87,026.72	\$100,950.68
217	\$80,524.36	\$95,861.92	\$111,199.48
226	\$83,864.08	\$99,837.76	\$115,811.44

Pay Grade 6	Job Title	Days
	Assistant Principal - FH, HS	217
	Band Director, High School	217
	Director, Early Childhood	217
	Director, Guidance and Counseling	217
	Director, Health Services	217
	Director, Education Foundation	226
	Director, Student Services	226
	Director, Transportation	226
	Director, Custodial	250
	Director, Facility Design	250
	Director, Maintenance	250

	Minimum	Midpoint	Maximum
Daily	\$393.35	\$468.27	\$543.19
217	\$85,356.95	\$101,614.59	\$117,872.23
226	\$88,897.10	\$105,829.02	\$122,760.94
250	\$98,337.50	\$117,067.50	\$135,797.50

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Administrative/Professional Pay Plan

Pay Grade 7	Job Title	Days
	Associate Principal, High School	226
	Controller	226
	Principal, Coleman	226
	Principal, ECHS	226
	Principal, Elementary	226
	Principal, YWLA	226

	Minimum	Midpoint	Maximum
Daily	\$416.95	\$496.37	\$575.79
226	\$94,230.70	\$112,179.62	\$130,128.54

Pay Grade 8	Job Title	Days
	Director, Athletics	217
	Director, Benefits & Risk Management	226
	Director, Human Resources	226
	Director, Payroll	226
	Director, Performance & Accountability	226
	Director, Procurement	226
	Director, State & Federal Programs	226
	Director, Talent Development	226
	Head Football/Athletic Coordinator	226
	Principal, JH/FH	226
	Principal, MAP	226

	Minimum	Midpoint	Maximum
Daily	\$441.97	\$526.15	\$610.33
217	\$95,907.49	\$114,174.55	\$132,441.61
226	\$99,885.22	\$118,909.90	\$137,934.58

Pay Grade 9	Job Title	Days
	Executive Director, Bilingual/ESL Ed.	226
	Executive Director, CTE	226
	Executive Director, Financial Services	226
	Executive Director, Fine Arts	226
	Executive Director, Special Services	226
	Executive Director, Student Services	226
	Executive Director, Teaching & Learning	226

	Minimum	Midpoint	Maximum
Daily	\$471.14	\$560.88	\$650.62
226	\$106,477.64	\$126,758.88	\$147,040.12

Pay Grade 10	Job Title	Days
	Principal, Senior High School	226

	Minimum	Midpoint	Maximum
Daily	\$499.41	\$594.53	\$689.65
226	\$112,866.66	\$134,363.78	\$155,860.90

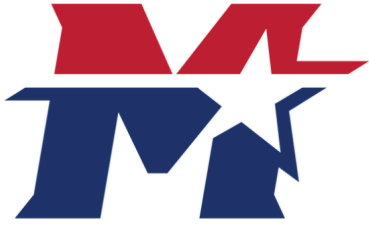
Pay Grade 11	Job Title	Days
	Chief Communication Officer	226
	Executive Director, Athletics	226
	Executive Director, School Improvement	226
	Executive Director, School Leadership	226

	Minimum	Midpoint	Maximum
Daily	\$564.94	\$664.64	\$764.34
226	\$127,676.44	\$150,208.64	\$172,740.84

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Administrative/Professional Pay Plan

Pay Grade 12	Job Title	Days		Minimum	Midpoint	Maximum
	Chief Academic Officer	226	Daily	\$671.72	\$790.26	\$908.80
	Chief Facilities and Operations Officer	226	226	\$151,808.72	\$178,598.76	\$205,388.80
	Chief Financial Officer	226				
	Chief of Human Capital Management	226				

Pay Grade 13	Job Title	Days		Minimum	Midpoint	Maximum
	Deputy Superintendent	226	Daily	\$725.46	\$853.48	\$981.50
			226	\$163,953.96	\$192,886.48	\$221,819.00



Clerical Support Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Clerical Pay Plan

Pay Grade 1	Job Title	Days
	Clerk, Office (Elem, JH, FH)	184

	Minimum	Midpoint	Maximum
Hourly	\$14.40	\$17.15	\$19.90
184	\$21,196.80	\$25,244.80	\$29,292.80

Pay Grade 2	Job Title	Days
	PBX Operator (Campus)	217
	PBX Operator (District)	226

	Minimum	Midpoint	Maximum
Hourly	\$15.25	\$18.16	\$21.07
217	\$26,474.00	\$31,525.76	\$36,577.52
226	\$27,572.00	\$32,833.28	\$38,094.56

Pay Grade 3	Job Title	Days
	Clerk, Attendance (JH, FH)	187
	Student Services Specialist	191
	Clerk, Counselor (JH, FH, HS)	217
	Clerk, HS Data Entry	217

	Minimum	Midpoint	Maximum
Daily	\$330.25	\$393.16	\$456.07
187	\$24,684.00	\$29,396.40	\$34,108.80
191	\$25,212.00	\$30,025.20	\$34,838.40
217	\$28,644.00	\$34,112.40	\$39,580.80

Pay Grade 4	Job Title	Days
	Clerk, High School Attendance	187
	Clerk, HR Data Entry	217
	Clerk, Police Department Data Entry	217
	Clerk, Student Records	217
	Clerk, Student Services	217
	HS Bookkeeper	217
	HS Registrar	217
	Specialist, PEIMS	217

	Minimum	Midpoint	Maximum
Hourly	\$17.75	\$21.13	\$24.51
187	\$26,554.00	\$31,610.48	\$36,666.96
217	\$30,814.00	\$36,681.68	\$42,549.36

Pay Grade 5	Job Title	Days
	Clerk, SPED Management System (SEMS)	192
	Clerk, Athletics	217
	Secretary, Elementary Principal	217
	Clerk, Payroll	226
	Liaison, Student Services	226

	Minimum	Midpoint	Maximum
Hourly	\$19.15	\$22.80	\$26.45
192	\$29,414.40	\$35,020.80	\$40,627.20
217	\$33,244.40	\$39,580.80	\$45,917.20
226	\$34,623.20	\$41,222.40	\$47,821.60

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Clerical Pay Plan

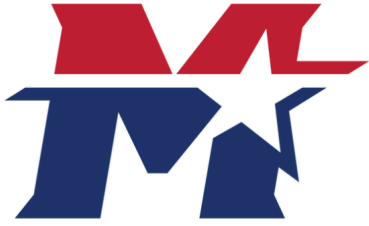
Pay Grade 6	Job Title	Days		Minimum	Midpoint	Maximum
	HR Generalist	217	Hourly	\$20.80	\$24.76	\$28.72
	Secretary, Principal (JH, FH)	217	217	\$36,108.80	\$42,983.36	\$49,857.92
	Specialist, Student Information Systems	217	226	\$37,606.40	\$44,766.08	\$51,925.76
	Clerk, Sr. Accounting Accounts Payable	226				
	Clerk, Sr. Accounting Activity Funds	226				
	Clerk, Sr. Payroll	226				
	Secretary, Director	226				
	Specialist, District Volunteer	226				
	Specialist, Warehouse	226				

Pay Grade 7	Job Title	Days		Minimum	Midpoint	Maximum
	Secretary, Principal (HS)	217	Hourly	\$22.75	\$27.09	\$31.43
	Specialist, Certification	217	217	\$39,494.00	\$47,028.24	\$54,562.48
	Specialist, PEIMS/Special Programs (SPED)	217	226	\$41,132.00	\$48,978.72	\$56,825.44
	Exec Asst, Chief of Police	226				
	Exec Asst, Chief of Technology & Chief of Communications	226				
	Secretary, Executive Director	226				
	Specialist I, Payroll	226				

Pay Grade 8	Job Title	Days		Minimum	Midpoint	Maximum
	Exec Asst, Chief Academic Officer	226	Hourly	\$25.80	\$30.72	\$35.64
	Exec Asst, Chief of Human Capital Management	226	226	\$46,646.40	\$55,541.76	\$64,437.12
	Exec Asst, Chief Operations Officer & Chief Financial Officer	226				
	Exec Asst, Executive Directors of School Leadership/School Improvement	226				
	Specialist, Public Information Request	226				

Pay Grade 9	Job Title	Days		Minimum	Midpoint	Maximum
	Exec Asst, Deputy Supt	226	Hourly	\$27.35	\$32.56	\$37.77
			226	\$49,448.80	\$58,868.48	\$68,288.16

Pay Grade 10	Job Title	Days		Minimum	Midpoint	Maximum
	Exec Asst, Supt/Board Liaison	226	Hourly	\$29.00	\$34.52	\$40.04
			226	\$52,432.00	\$62,412.16	\$72,392.32



Instructional Support Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Instructional Support Pay Plan

Pay Grade 1	Job Title	Days		Minimum	Midpoint	Maximum
	Library Assistant	181	Hourly	\$14.40	\$17.35	\$20.30
	Teacher Assistant, A+ Lab	181	181	\$20,851.20	\$25,122.80	\$29,394.40
	Teacher Assistant, Bilingual	181	187	\$21,542.40	\$25,955.60	\$30,368.80
	Teacher Assistant, Computer Lab	181	192	\$22,118.40	\$26,649.60	\$31,180.80
	Teacher Assistant, DAEP	181				
	Teacher Assistant, ESL	181				
	Teacher Assistant, General	181				
	Teacher Assistant, Interventionist	181				
	Teacher Assistant, ISS	181				
	Teacher Assistant, Math Lab	181				
	Teacher Assistant, PE	181				
	Teacher Assistant, Pre-K	181				
	Teacher Assistant, Pre-K Bilingual	181				
	Parent Liaison (Title I Funded Only)	187				
	Childcare Provider I	192				
	Teacher Assistant, Visually Impaired	181				

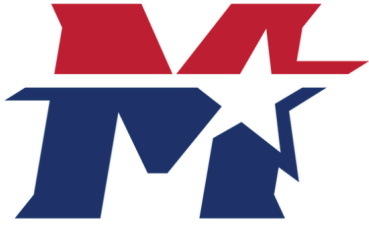
Pay Grade 2	Job Title	Days		Minimum	Midpoint	Maximum
	Teacher Assistant, Literacy Liaison	181	Hourly	\$15.70	\$18.91	\$22.12
	Teacher Assistant, SPED Autism Support	181	181	\$22,733.60	\$27,381.68	\$32,029.76
	Teacher Assistant, Visually Impaired	181	184	\$23,110.40	\$27,835.52	\$32,560.64
	Teacher Assistant, SPED Inclusion/Resource	184	187	\$23,487.20	\$28,289.36	\$33,091.52
	Apprentice I	187	192	\$24,115.20	\$29,045.76	\$33,976.32
	Childcare Provider II	192				

Pay Grade 3	Job Title	Days		Minimum	Midpoint	Maximum
	Teacher Assistant ECSE	184	Hourly	\$20.80	\$25.06	\$29.32
	Teacher Assistant, GT (Carver)	184	184	\$30,617.60	\$36,888.32	\$43,159.04
	Teacher Assistant, Newcomer	184	187	\$31,116.80	\$37,489.76	\$43,862.72
	Teacher Assistant, SPED BAC	184	192	\$31,948.80	\$38,492.16	\$45,035.52
	Teacher Assistant, SPED Life Skills, Encore, Project Search	184				
	Apprentice II	187				
	Teacher Assistant, VAC	187				
	Teacher Assistant, SPED LEAP	192				

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Instructional Support Pay Plan

Pay Grade 4	Job Title	Days		Minimum	Midpoint	Maximum
	Apprentice III	187	Hourly	\$22.00	\$26.51	\$31.02
	Reach Associate	187	187	\$32,912.00	\$39,658.96	\$46,405.92
	Teacher Resident	187				

Pay Grade 5	Job Title	Days		Minimum	Midpoint	Maximum
	Apprentice IV	187	Daily	\$216.00	\$252.00	\$288.00
	Associate Teacher	187	187	\$40,392.00	\$47,124.00	\$53,856.00



Auxiliary Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Auxiliary Pay Plan

Pay Grade 1	Job Title	Days		Minimum	Midpoint	Maximum
	Bus Monitor	185	Hourly	\$14.40	\$17.35	\$20.30
	Bus Monitor (SPED)	185	185	\$21,312.00	\$25,678.00	\$30,044.00
	Custodian	236	236	\$27,187.20	\$32,756.80	\$38,326.40

Pay Grade 2	Job Title	Days		Minimum	Midpoint	Maximum
	Assistant Head Custodian	236	Hourly	\$15.30	\$18.43	\$21.56
			236	\$28,886.40	\$34,795.84	\$40,705.28

Pay Grade 3	Job Title	Days		Minimum	Midpoint	Maximum
	Material Handler I	226	Hourly	\$16.75	\$20.18	\$23.61
	Head Custodian (Elem/Central Office)	236	226	\$30,284.00	\$36,485.44	\$42,686.88
	Head Custodian (MAP, CHS, YWLA)	236	236	\$31,624.00	\$38,099.84	\$44,575.68
	Assistant Building Engineer	250	250	\$33,500.00	\$40,360.00	\$47,220.00
	Grounds Caretaker	250				
	Grounds Crew	250				
	Irrigation Installer	250				
	Preventative Maintenance Worker	250				

Pay Grade 4	Job Title	Days		Minimum	Midpoint	Maximum
	Head Custodian (JH/FR)	236	Hourly	\$18.25	\$21.98	\$25.71
			236	\$34,456.00	\$41,498.24	\$48,540.48

Pay Grade 5	Job Title	Days		Minimum	Midpoint	Maximum
	Print Shop Assistant	226	Hourly	\$19.95	\$24.04	\$28.13
	Material Handler II	226	226	\$36,069.60	\$43,464.32	\$50,859.04
	Painter	250	250	\$39,900.00	\$48,080.00	\$56,260.00
	Worker, Environmental Services	250				

Pay Grade 6	Job Title	Days		Minimum	Midpoint	Maximum
	Mechanic I, Transportation	226	Hourly	\$22.00	\$26.51	\$31.02
	Print Shop Lead	226	226	\$39,776.00	\$47,930.08	\$56,084.16
	Shipping/Receiving Clerk	226	250	\$44,000.00	\$53,020.00	\$62,040.00
	Carpenter	250				
	Head Building Engineer (HS Maintenance)	250				
	Locksmith	250				
	Roofer/Carpenter	250				

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Auxiliary Pay Plan

Pay Grade 7	Job Title	Days
	Contract Administrator / Bid Manager	226
	HVAC Mechanic	250
	Journeyman Electrician	250
	Plumber	250

	Minimum	Midpoint	Maximum
Hourly	\$24.45	\$29.45	\$34.45
226	\$44,205.60	\$53,245.60	\$62,285.60
250	\$48,900.00	\$58,900.00	\$68,900.00

Pay Grade 8	Job Title	Days
	Coordinator, Extra Curricular Activities	226
	Coordinator, Transp. Data & Route (SPED)	226
	Coordinator, Transportation Safety	226
	Transportation Dispatcher	226
	Mechanic II, Transportation	226
	Foreman, Carpenter	250
	Foreman, Electrical	250
	Foreman, Environmental Services	250
	Foreman, Facility Design-Spec. Project	250
	Foreman, Grounds	250
	Foreman, HVAC	250
	Foreman, Irrigation	250
	Foreman, Locksmith	250
	Foreman, Mill Shop	250
	Foreman, Paint	250
	Foreman, Preventative Maintenance	250
	Foreman, Plumbing	250
	Technician, EMS	250
	Technician, Fire Alarm Systems	250
	Technician, GIS/CAD	250

	Minimum	Midpoint	Maximum
Hourly	\$27.25	\$32.83	\$38.41
226	\$49,268.00	\$59,356.64	\$69,445.28
250	\$54,500.00	\$65,660.00	\$76,820.00

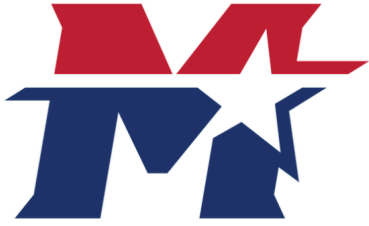
Pay Grade 9	Job Title	Days
	Supervisor, Supply Management	226
	Supervisor, Transportation	226
	Supervisor, Transportation Mechanic	226
	Supervisor, Transportation (SPED)	226
	Building Manager/HS Head Custodian	236
	Supervisor, Custodial Zone	236

	Minimum	Midpoint	Maximum
Hourly	\$30.65	\$36.93	\$43.21
226	\$55,415.20	\$66,769.44	\$78,123.68
236	\$57,867.20	\$69,723.84	\$81,580.48

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Auxiliary Pay Plan

Pay Grade 10	Job Title	Days		Minimum	Midpoint	Maximum
	Fleet Manager	217	Hourly	\$40.50	\$48.79	\$57.08
	Procurement Supervisor	226	217	\$70,308.00	\$84,699.44	\$99,090.88
			226	\$73,224.00	\$88,212.32	\$103,200.64

Pay Grade BD	Job Title	Days		Minimum	Midpoint	Maximum
	Bus Driver	172	Hourly	\$25.25	\$28.46	\$31.67
			172	\$34,744.00	\$39,160.96	\$43,577.92



Child Nutrition Services Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Child Nutrition Services Pay Plan

Pay Grade 1	Job Title	Days		Minimum	Midpoint	Maximum
	Food Service Worker I	172	Hourly	\$14.40	\$17.35	\$20.30
			172	\$19,814.40	\$23,873.60	\$27,932.80

Pay Grade 2	Job Title	Days		Minimum	Midpoint	Maximum
	Food Service Worker II	172	Hourly	\$15.30	\$18.43	\$21.56
			172	\$21,052.80	\$25,359.68	\$29,666.56

Pay Grade 3	Job Title	Days		Minimum	Midpoint	Maximum
	Manager I, CNS ES	174	Hourly	\$19.70	\$23.74	\$27.78
	Manager I, CNS YWLA	174	174	\$27,422.40	\$33,046.08	\$38,669.76
	Driver, CNS Warehouse	217	217	\$34,199.20	\$41,213.64	\$48,226.08

Pay Grade 4	Job Title	Days		Minimum	Midpoint	Maximum
	Manager II, CNS FHS	174	Hourly	\$20.80	\$25.07	\$29.34
	Manager II, CNS HS	174	174	\$28,953.60	\$34,897.44	\$40,841.28
	Manager II, CNS JH	174	217	\$36,108.80	\$43,521.52	\$50,934.24
	Foreman, CNS Warehouse	217	226	\$37,606.40	\$45,326.56	\$53,046.72
	Accounts Payable & Inv. Secretary, CNS	226				
	Specialist, PEIMS CNS	226				
	Secretary, Director of CNS	226				

Pay Grade 5	Job Title	Days		Minimum	Midpoint	Maximum
	Supervisor, CNS	217	Hourly	\$30.65	\$36.93	\$43.21
	Kitchen Equipment Technician, CNS	226	217	\$53,208.40	\$64,110.48	\$75,012.56
	Supervisor, CNS Summer Feeding	226	226	\$55,415.20	\$66,769.44	\$78,123.68

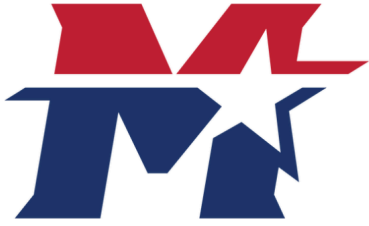
Pay Grade 6	Job Title	Days		Minimum	Midpoint	Maximum
	Dietitian	226	Daily	\$288.45	\$343.39	\$398.33
			226	\$65,189.70	\$77,606.14	\$90,022.58

Pay Grade 7	Job Title	Days		Minimum	Midpoint	Maximum
	Supervisor, Finance CNS	226	Daily	\$371.09	\$441.77	\$512.45
			226	\$74,636.50	\$88,854.16	\$103,071.82

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Child Nutrition Services Pay Plan

Pay Grade 8	Job Title	Days	Minimum	Midpoint	Maximum	
	Vacant		Daily	\$371.09	\$441.77	\$512.45
			226	\$83,866.34	\$99,840.02	\$115,813.70

Pay Grade 9	Job Title	Days	Minimum	Midpoint	Maximum	
	Director, CNS	226	Daily	\$453.56	\$555.71	\$657.85
			226	\$102,504.56	\$125,590.46	\$148,674.10



Police Department Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Police Department Pay Plan

Pay Grade 1	Job Title	Days		Minimum	Midpoint	Maximum
	Vacant		Hourly	\$15.15	\$18.04	\$20.93
			226	\$27,391.20	\$32,616.32	\$37,841.44

Pay Grade 2	Job Title	Days		Minimum	Midpoint	Maximum
	Campus Support Monitor	184	Hourly	\$17.50	\$20.84	\$24.18
	Access Control Worker	226	184	\$25,760.00	\$30,676.48	\$35,592.96
			226	\$31,640.00	\$37,678.72	\$43,717.44

Pay Grade 3	Job Title	Days		Minimum	Midpoint	Maximum
	Police Evidence Technician	217	Hourly	\$20.75	\$24.70	\$28.65
	Police Telecommunicator	217	217	\$36,022.00	\$42,879.20	\$49,736.40

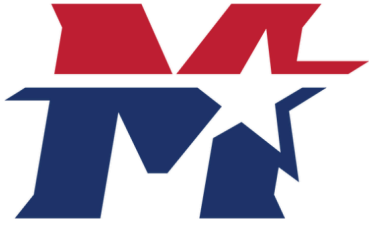
Pay Grade 4	Job Title	Days		Minimum	Midpoint	Maximum
	Vacant		Hourly	\$25.75	\$30.66	\$35.57
			226	\$46,556.00	\$55,433.28	\$64,310.56

Pay Grade 5	Job Title	Days		Minimum	Midpoint	Maximum
	Police Officer	217	Hourly	\$33.00	\$39.29	\$45.58
	Security & Surveillance Sys. Lead Tech	226	217	\$57,288.00	\$68,207.44	\$79,126.88
			226	\$59,664.00	\$71,036.32	\$82,408.64

Pay Grade 6	Job Title	Days		Minimum	Midpoint	Maximum
	Police Sergeant	217	Hourly	\$37.50	\$44.64	\$51.78
			217	\$65,100.00	\$77,495.04	\$89,890.08

Pay Grade 7	Job Title	Days		Minimum	Midpoint	Maximum
	Police Lieutenant	226	Daily	\$338.98	\$403.55	\$468.12
			226	\$76,609.48	\$91,202.30	\$105,795.12

Pay Grade 8	Job Title	Days		Minimum	Midpoint	Maximum
	Chief of Police	226	Daily	\$488.13	\$581.11	\$674.09
			226	\$110,317.38	\$131,330.86	\$152,344.34



Technology Services Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Technology Services Pay Plan

Pay Grade 1	Job Title	Days		Minimum	Midpoint	Maximum
	Specialist, Information Technology	217	Hourly	\$22.25	\$26.49	\$30.73
	Technician, Help Desk	217	217	\$38,626.00	\$45,986.64	\$53,347.28
	Technician, Network I	217				
	Technician, Computer	217				

Pay Grade 2	Job Title	Days		Minimum	Midpoint	Maximum
	Technician, Network II	217	Hourly	\$25.50	\$30.36	\$35.22
			217	\$44,268.00	\$52,704.96	\$61,141.92

Pay Grade 3	Job Title	Days		Minimum	Midpoint	Maximum
	Administrator, Network	217	Daily	\$297.05	\$353.63	\$410.21
	Administrator, Server/Infrastructure	217	217	\$64,459.85	\$76,737.71	\$89,015.57
	Manager, Network Technician	217				

Pay Grade 4	Job Title	Days		Minimum	Midpoint	Maximum
	Network Administrator Specialist	217	Daily	\$320.81	\$381.92	\$443.03
			217	\$69,615.77	\$82,876.64	\$96,137.51

Pay Grade 5	Job Title	Days		Minimum	Midpoint	Maximum
	Analyst, Student Information Systems	217	Daily	\$346.47	\$412.47	\$478.47
	Coordinator, Instructional Technology	217	217	\$75,183.99	\$89,505.99	\$103,827.99
	Coordinator, PEIMS	217				

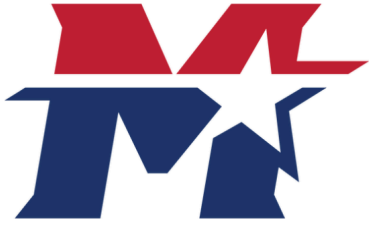
Pay Grade 6	Job Title	Days		Minimum	Midpoint	Maximum
	Coordinator, Technology Support	217	Daily	\$377.66	\$449.59	\$521.52
	Programmer, Student Information Systems	217	217	\$81,952.22	\$97,561.03	\$113,169.84
	Senior Network Administrator	217				

Pay Grade 7	Job Title	Days		Minimum	Midpoint	Maximum
	Director, Information Technology	217	Daily	\$441.86	\$526.02	\$610.18
	Director, Student Information Systems	217	217	\$95,883.62	\$114,146.34	\$132,409.06
	Director, Technology Integration	217				

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Technology Services Pay Plan

Pay Grade 8	Job Title	Days
	Chief Technology Officer	226

	Minimum	Midpoint	Maximum
Daily	\$564.94	\$664.64	\$764.34
226	\$127,676.44	\$150,208.64	\$172,740.84



Substitute Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Substitute Pay Plan

Teacher

Substitute Teacher (Full Day)
Substitute Teacher (Half Day)

Non-Cert Daily	Texas Cert Daily
\$135	\$175
\$67.50	\$87.50

*Teacher Substitutes will be compensated an additional \$20.00 for service on Mondays and \$30.00 for service on Fridays if serving in a teaching capacity only. Not paid in long-term sub placements.

Nurse

Substitute Nurse (Full Day)
Substitute Nurse (Half Day)

Daily
\$160
\$80

Clerical/Support/Teacher Assistant (Campus Positions Only)

Substitute Campus Clerical/Campus Support/Campus Teacher Assistant (Full Day)
Substitute Campus Clerical/Campus Support/Campus Teacher Assistant (Half Day)

Daily
\$115
\$57.50

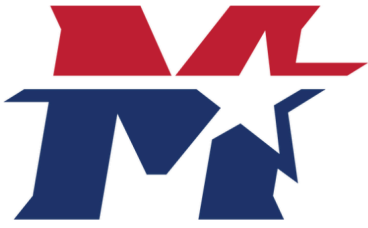
****Long-Term Teacher Substitute Pay:**

Long Term (For Teaching Assignments Only)

Daily
\$200

**Long-Term Teacher Substitute pay begins on day 11 of the same professional Long-Term Teacher Substitute assignment and remains in effect as long as the Substitute has continuous employment in that assignment, with no break.

- Long Term Subs Placements are for extended leave (FMLA, Worker's Comp, Assault Leave, etc.)
- Should a break in service occur, the pay reverts back to the standard substitute pay until the substitute works another 10 consecutive days in the same assignment as the Long-Term Substitute Teacher.
 - Exception: Only 1 Excused doctor's note is allowed per long term placement which must be submitted to the HR Generalist to prevent pay from reverting.
- In accordance with TRS guidelines, retired Teachers cannot sub more than 20 days in a vacancy.
- Requires Human Capital Approval



Teacher and Principal Incentive Allotment

Teacher Incentive Allotment (TIA)

For any funds received by Midland ISD for a designated teacher under the Teacher Incentive Allotment (TIA), 90 percent will be paid to the designated teacher, but the gross amount will be further reduced for the district's cost associated with the payout. This includes but is not limited to the districts required TRS contributions, medicare taxes, unemployment and workers' compensation. The remaining 10 percent will be withheld by the district for program implementation and operational costs. All TIA pay is subject to taxes and benefits.

TEACHER INCENTIVE ALLOTMENT

Teacher Incentive Allotment			
Area of Responsibility	Duties Performed	Pay Basis	Limit/Qualifications
Teaching & Learning	Teacher Incentive Allotment - Recognized	\$3,000 - \$9,000	Must Meet Qualifications
Teaching & Learning	Teacher Incentive Allotment - Exemplary	\$6,000 - \$18,000	Must Meet Qualifications
Teaching & Learning	Teacher Incentive Allotment - Master	\$12,000 - \$32,000	Must Meet Qualifications

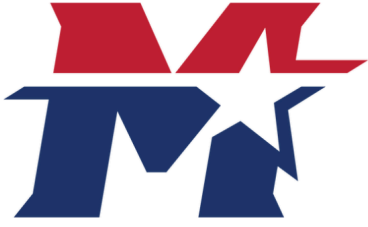
Principal Incentive Allotment (PIA)

The Principal Incentive Allotment (PIA) is a performance-based incentive designed to recognize and reward principals for their impact on student success. This allotment is not guaranteed and is earned on a yearly basis based on established criteria. The availability and amount of the allotment are dependent on funding and are subject to change each year. Eligibility requirements may be adjusted annually in alignment with district and state guidelines. PIA will be based on the fall October PEIMS Snapshot related to the economically disadvantaged numbers for each campus. Gross amount is subject to withholdings which include district and fringe benefits. This includes but is not limited to the districts required TRS contributions, medicare taxes, unemployment and workers' compensation.

PRINCIPAL INCENTIVE ALLOTMENT

Principal Incentive Allotment			
Area of Responsibility	Duties Performed	Pay Basis	Limit/Qualifications
School Leadership	Principal Incentive Allotment-Recognized	\$5,000-\$10,000	Must Meet Qualifications
School Leadership	Principal Incentive Allotment-Exemplary	\$7,500-\$12,500	Must Meet Qualifications
School Leadership	Principal Incentive Allotment-Master	\$10,000-\$15,000	Must Meet Qualifications
School Leadership	Admissions Based Campuses	\$2,500	Must Meet Qualifications

2025-2026 PIA Pay is determined by the 2024-2025 MISD PIA Guidebook.



Stipends and Other Supplemental Pay

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Stipends and Other Supplemental Pay

IMPORTANT NOTICE

When an exempt employee is assigned an additional duty at will, the supplemental duty is not part of a contract nor is the associated pay. A stipend is compensation in addition to the regular salary. The start dates and end dates for the supplemental duty(ies) may be different from the start and end dates under the employment contract with the district. Stipend(s) include(s) payment for all duties, responsibilities, and additional time the supplemental duty(ies) may require. A stipend associated with a particular supplemental duty will be prorated if the supplemental duty is not completed or if the supplemental duty is terminated for any reason or based on workload, master schedule, or days.

An employee's supplemental duty(ies) is/are at-will and is/are not part of the employment contract with the district. There is no property right to your continuation of the supplemental duty(ies). Employees may resign one or more of these supplemental duties at any time or the district may reassign or terminate one or more supplemental duties at any time. To qualify, a stipend acknowledgement form must be completed and executed by HR and employee. The stipend will be paid based on qualification and approval.

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Stipends and Other Supplemental Pay

ATHLETIC STIPENDS

GROUP 1 (HS Head Coaches, Assistant Coaches)	Annual Rate
Head Basketball	\$11,000
Head Soccer	\$11,000
Head Softball\Facility Manager	\$11,000
Head Baseball\Facility Manager	\$11,000
Head Volleyball	\$11,000
Assistant Head Football Coach\2 Sports	\$15,000
Offensive Football Coordinator\2 Sports	\$15,000
Defensive Football Coordinator\2 Sports	\$15,000
First Football Assistant \2 Sports	\$15,000
Girls Coordinator	\$5,000
GROUP 2 (Head Track, Head Cross Country, Head Powerlifting, HS Asst.)	Annual Rate
Head Cross Country	\$6,000
Head Track	\$7,500
Head Powerlifting	\$4,000
HS Assistant / 2 Sports	\$11,000
GROUP 3 (Dual Sports, Trainers, Equipment Managers)	Annual Rate
Head Golf	\$8,000
Assistant Golf	\$5,000
Head Tennis	\$8,000
Assistant Tennis	\$5,000
Head Athletic Trainer + Trainer Travel (217 work calendar)	\$11,000
Assistant Athletic Trainers + Trainer Travel (217 work calendar)	\$9,000
GROUP 4 (Freshman)	Annual Rate
Coordinator\2 Sports	\$8,500
Assistant Coach\2 Sports	\$7,500
Freshman Assistant Tennis	\$5,000

ATHLETIC STIPENDS

GROUP 5 (Junior High)

	Annual Rate
Coordinator\3 Sports	\$7,250
Assistant\3 Sports	\$6,000
Cross Country	\$1,500
Swim/ Dive For all Jr Highs	\$1,500
Tennis	\$3,000
Soccer (Spring Semester Only)	\$1,000

GROUP 6 (Swim/Dive)

	Annual Rate
Head Coach (LHS/MHS)	\$11,000
Assistant Coach	\$5,000
 In District Travel (Coaches Who Must Travel to Sport Facility)	 \$500

STUDENT ACTIVITIES STIPENDS

Academic Sponsors

High School Decathlon - Assistant
High School Decathlon

Annual Rate

\$1,000
\$3,500

Cheerleader

7th Grade Cheer
8th Grade Cheer
Freshman High Cheer w\o class
High School JV Cheer w\class
High School Cheer

Annual Rate

\$3,500
\$3,500
\$3,500
\$4,500
\$7,000

Class Sponsors

Early College
9th - 10th
11th - 12th Grade

Annual Rate

\$300
\$600
\$1,150

Dance Teacher

High School Assistant
High School

Annual Rate

\$1,500
\$2,000

Debate

High School

Annual Rate

\$3,000

Model Organization of American States (MOAS)

MHS & LHS

Annual Rate

\$1,500

STUDENT ACTIVITIES STIPENDS

Sponsor (French/National/Spanish Honor Society)

Junior High
 Early College
 High School

Annual Rate

\$600
 \$600
 \$1,000

Robotics

High School

Annual Rate

\$2,100

Student Council

Junior High
 Freshman High
 Early College
 High School

Annual Rate

\$1,300
 \$1,300
 \$300
 \$3,000

Yearbook

Junior High
 Freshman High
 Early College
 High School

Annual Rate

\$1,300
 \$1,300
 \$700
 \$3,000

FINE ARTS STIPENDS

Band	Days	Annual Rate
Junior High Assistant	187	\$5,000
Junior High Director	187	\$7,000
Freshman High Director	187	\$8,000
High School Assistant	187	\$8,000
High School Director	217	\$10,000

Choir	Days	Annual Rate
Junior High	187	\$3,000
Freshman High	187	\$5,000
High School Assistant	187	\$5,000
High School	187	\$8,000

Orchestra/Strings	Days	Annual Rate
Junior High	187	\$3,000
Freshman High/High School Assistant	187	\$5,000
High School	187	\$8,000

Theater Arts	Days	Annual Rate
Junior High	187	\$3,000
Freshman High - Assistant	187	\$5,000
High School	187	\$8,000

Performance Dance	Days	Annual Rate
High School Assistant	187	\$4,000
High School	187	\$6,000

Drill Team	Days	Annual Rate
High School	187	\$2,800

SPECIAL SERVICES STIPENDS

Special Education	Days	Annual Rate
Certified Orientation & Mobility Specialist (COMS)	187	\$2,100
Supervision of Speech Language Pathologist-Assistants, CFY's, & Licensed Specialist School Psychology Intern	187/197	\$1,200
Teacher - Autism Support (Parker, Bush, San Jacinto)	187	\$2,500
Teacher - Behavior Adjustment Class/Interventionist (BAC) (9th-12th Grade)	187	\$10,000
Teacher - Behavior Adjustment Class (BAC) (Kinder - 8th Grade)	187	\$10,000
Teacher - Encore	187	\$10,000
Teacher - Learning for Everyone at Preschool (LEAP) (Minimum of 7 SPED Students)	192	\$10,000
Teacher - Life Skills, Early Childhood Special Education Teachers	187	\$10,000
Teacher - Resource/Inclusion	187	\$2,000
Teacher - Deaf Hard of Hearing	187	\$4,000
Teacher - Visually Impaired	187	\$4,000
Teacher - Vocational Adjustment Coordinator (VAC), Project Search	187	\$2,500
Adapted PE Coach	187	\$2,500

ENGLISH LEARNERS STIPENDS

Bilingual Teachers/Others	Days	Annual Rate
Bilingual Classroom - Teacher (PK-4) Hold Bil Cert & Certified teacher of content English as a Second Language (ESL)/English Language Arts (ELA) Teacher (PK-6) (serving at least 10 students in each instructional class period)		\$5,000
English as a Second Language (ESL)/ English Language Arts (ELA)-Teacher (7th-12th)(serving at least 10 students in each instructional class period)		\$3,000
Newcomer English as a Second Language (ESL)Teacher (9-12th Grade)		\$2,000
		\$5,000

OTHER MISCELLANEOUS STIPENDS

Other Miscellaneous Supplements	Days	Annual Rate
**Destination Imagination Coach (YWLA/Carver ONLY)		\$2,000
**Destination Imagination Lead Coach (YWLA/Carver ONLY)		\$3,000
*Department Chair - Freshman		\$3,500
*Department Chair - High School		\$4,500
*Department Chair - Junior High		\$3,500
Career and Technical Student Organizations (CTSO) Sponsor		\$2,100
Law and Public Service Academy Coordinator	197	\$9,000
Health Science Academy Coordinator	217	\$9,000
Oil & Gas Academy Coordinator	217	\$9,000
Vocational CTE Teacher	207	No Stipend Only Days
Disciplinary Alternative Education Program (DAEP) Stipend - Elementary		\$5,000
Disciplinary Alternative Education Program (DAEP) Stipend - MAP		\$5,000
ELL/SPED-Counselor (LHS/MHS)		\$2,500
Lead Librarian - Elementary and Secondary		\$2,000
7th-12th Grade Math Teacher (certified and teaching)		\$2,000
7th-12th Grade Science Teacher (certified and teaching)		\$2,000
Assistant Vocational Agriculture	217	\$1,500
Lead Vocational Agriculture	217	\$4,500
Classroom Teachers Only: Master's Degree in unrelated field		\$1,000
Classroom Teachers Only: Master's Degree in related field (Ex: Math Degree/Math Teacher)		\$1,500

IMPORTANT:

*The 10 additional days worked are covered by the annual rate stipend.

**No employee can receive the DI Coach and the DI Lead Coach stipends simultaneously.

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Academic UIL - Stipends per campus - High School and Freshman Campus			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Teaching & Learning	Academic UIL Coordinator	\$1,500	2
Teaching & Learning	Assistant UIL Coordinator	\$500	2
Teaching & Learning	UIL Coach	\$500	Up to 8

Academic UIL - Stipends per campus - Junior High School (A+ Events)			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Teaching & Learning	Academic A+ Coordinator	\$1,000	4
Teaching & Learning	UIL Coach	\$500	

Academic UIL - Stipends per campus - Elementary School (A+ Events)			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Teaching & Learning	A+ Coordinator	\$1,000	
Teaching & Learning	UIL Coach	\$500	

Special Olympics Unified Sports			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Special Services	Special Olympics Unified Sports District Coordinator (USDC)	\$2,700	Paid 1/2 in the Fall & 1/2 in the Spring
Special Services	Special Olympics Unified Sports District Coach (USDC)	\$2,100	Paid 1/2 in the Fall & 1/2 in the Spring
Special Services	Special Olympics Unified Sports District Assistant Coach (USDC)	\$900	Paid 1/2 in the Fall & 1/2 in the Spring

Fine Arts Area of Responsibility			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Fine Arts	Fine Arts Camp	\$25 per hour	
Fine Arts	Midland Youth Chorus Director	\$1,000	
Fine Arts	VASE-MS	\$1,000	
Fine Arts	VASE-HS	\$1,500	

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Athletics			
Area of Responsibility	Duties Performed	Pay Basis	Limit/Qualifications
Athletics Department	Athletic Camps	Varies	Based on Student Participation
Athletics Department	Athletics Summer Strength AND SKILLS Conditioning Coach	\$25 Hourly	

Curriculum and Professional Development			
Area of Responsibility	Duties Performed	Pay Basis	Limit/Qualifications
Gifted and Talented	Gifted and Talented (GT) Test Administrator	\$50 Hourly	
Talent Development	Required Training - Participant	\$100 Per Day	Off-Contract
Talent Development	Required Training - Presenter	\$300 Per Day	Off-Contract
Talent Development	Mentor Teacher	\$1,000	Paid 1/2 in the Fall & 1/2 in the Spring
Talent Development	Principal Mentor for Fellows	\$1,000	Paid 1/2 in the Fall & 1/2 in the Spring
Talent Development	Supervisor Teacher Stipend	\$8,000	Paid 1/2 in the Fall & 1/2 in the Spring

Curriculum and Professional Development			
Area of Responsibility	Duties Performed	Pay Basis	Limit/Qualifications
Teaching & Learning	School Action	Up to \$15,000	Requires approval from Chief Academic Officer
Teaching & Learning	Grant: School Action Fund	Up to \$15,000	Requires approval from Chief Academic Officer

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Educational Aide Certification			
Area of Responsibility	Supplemental Duties Performed	Flat Rate	Limit/Qualifications
Human Capital Management	Level II (Criteria)*	\$250.00	One-time Payment in June
	*Teacher Assistant/Library Assistant who hold a valid Educational Aide II Certificate, required for the current position		
Human Capital Management	Level III (Criteria)**	\$500.00	One-time Payment in June
	**Teacher Assistant/Library Assistant who hold a valid Educational Aide III Certificate, required for the current position		

The following district criteria must be met in order to qualify for the Educational Aide Certification Incentive

- The Educational Aide certification must be a requirement on their job description.
- Employees must be in the position at least 90 days and employed until the last day of their work calendar.
- Incentive is held for employees on FMLA/TDL/Worker's comp, etc until return date.
- Must hold a valid certificate by the last day of school. (Those with expired certificates will become ineligible.)

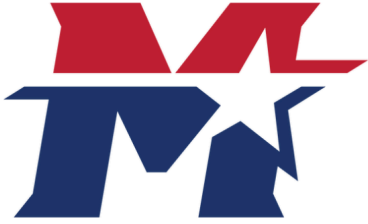
Conference Period Enhancement			
Area of Responsibility	Supplemental Duties Performed	Teacher Hourly Rate	Limit/Qualifications
Human Capital Management	Elementary Unfilled Sub	\$30	Half Day (1 Teacher)
		\$60	Whole Day (1-2 Teachers)
		\$150	Max Per Day (3+ Teachers)
	Junior High Unfilled Sub	\$30	Rate: A Teacher may serve for only "ONE" period per day
	High School Unfilled Sub	\$30	

Texas Commission on Law Enforcement (TCOLE) Supplemental Pay			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Police Department	Intermediate	\$1,800	
Police Department	Advance	\$2,000	
Police Department	Master	\$2,500	

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Other			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Bilingual/ESL	Bilingual/ESL PreK testing Professional Development (PD)	\$40 Per Hour	
Bilingual/ESL	ESL Certification Training	\$40 Per Hour	Presenter Only
Special Services	Assessment staff (LSSPs, SLPs and Diagnosticians)	\$50 Per Hour Limit 5 Hours	Must be approved by Chief Academic Officer
Cabinet	Acting/Interim Administrator	Varies	
Custodial	Night Shift Custodians	+\$1 Per Hour	
Human Capital Management	Designated District Service Provider (DDSP)	Teacher Hourly Rate	
Human Capital Management	ROTC Teachers (Minimum Instructor Pay - MIP)	Varies	Issued by the Military
Teaching & Learning	Saturday School, Tutorials	\$30 Hourly	
Transportation	Bus Driver Safety Incentive (No vehicular accidents)	\$1,000 Annual	
Varies	Student Workers	\$10 Hourly	

Title I Stipends			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Campus	Instructional Lead	\$1,900 per semester	Requires EDL Approval
Campus	Instructional Support Teacher	\$1,000 per semester	Requires EDL Approval
Campus	Lead Counselor	\$1,000 per semester	Requires EDL Approval
Campus	EB Lead Teacher	\$1,000 per semester	Requires EDL Approval
Campus	TLAC Lead Teacher	\$500 per semester	Requires EDL Approval
Campus	Instructional Rounds Lead	\$500 per semester	Requires EDL Approval
Campus	PLC Lead	\$1,000 per semester	Requires EDL Approval
Campus	Technology Lead	\$1,750 per semester	Requires EDL Approval
Campus	Behavior Support	\$1,000 per semester	Requires EDL Approval



Athletics Game Worker Pay Scales

ATHLETICS GAME WORKER PAY SCALES

Football	Income	Work Schedule
Varsity Media Director	\$200.00	Varsity Game
Varsity Game - Athletics Specialist	\$200.00	Varsity Game
Varsity Field Operator 1	\$200.00	Varsity Game
Varsity Announcer	\$200.00	Varsity Game
Varsity Media Tech	\$150.00	Varsity Game
Varsity Field Specialist 2	\$100.00	Varsity Game
Varsity Chain Crew Leader	\$100.00	Varsity Game
Varsity Video Tech	\$85.00	Varsity Game
Varsity Scoreboard	\$85.00	Varsity Game
Varsity Replay Tech	\$85.00	Varsity Game
Varsity Parking Gate	\$85.00	Varsity Game
Varsity Media	\$85.00	Varsity Game
Varsity Game Spotter	\$85.00	Varsity Game
Varsity Field Usher	\$85.00	Varsity Game
Varsity Clock	\$85.00	Varsity Game
Varsity Bridge Attendant	\$85.00	Varsity Game
JV Field Operator (Astound)	\$80.00	Night
Varsity Usher	\$65.00	Varsity Game
Varsity Ticket Scanner	\$65.00	Varsity Game
Varsity Ticket Assistant	\$65.00	Varsity Game
Varsity Press Box	\$65.00	Varsity Game
Varsity Pass Gate	\$65.00	Varsity Game
Varsity Novelty Room	\$65.00	Varsity Game
Varsity Elevator	\$65.00	Varsity Game
Varsity Chain Crew	\$65.00	Varsity Game
Varsity Camera Operator	\$65.00	Varsity Game
JV Back Gate Attendant	\$45.00	Night
Freshman/JV Scoreboard	\$27.50	Per Game
Junior High Ticket Seller or Taker (Saturdays)	\$25.00	Per Game (1 hr before game until 3rd quarter)
Freshman/JV Ticket Seller or Taker	\$25.00	Per Game
Freshman/JV Announcer	\$25.00	Per Game
Freshman Field set up/take down (Memorial)	\$20.00	Night

Volleyball	Income	Work Schedule
Varsity Clock Operator or Bookkeeper	\$25.00	Per Game
Varsity Libero tracker	\$25.00	Per Game
Varsity Announcer (throughout the game)	\$20.00	Varsity Game
Junior High/Freshman/JV/Varsity Ticket Seller or Taker	\$25.00	Per Game (1 hr before game until 2/3 of last game)
Junior High/Freshman/JV Clock Operator or Bookkeeper	\$20.00	Per Game

ATHLETICS GAME WORKER PAY SCALES

Volleyball	Income	Work Schedule
Junior High/Freshman/JV Libero tracker	\$20.00	Per Game

Basketball	Income	Work Schedule
Varsity Clock Operator or Bookkeeper	\$25.00	Per Game
Varsity Announcer (throughout the game)	\$20.00	Varsity Game
Junior High/Freshman/JV/Varsity Ticket Seller or Taker	\$25.00	Per Game (1 hr before game until 3rd quarter)
Junior High/Freshman/JV Clock Operator or Bookkeeper	\$20.00	Per Game

Volleyball	Income	Work Schedule
Varsity Clock Operator or Bookkeeper	\$25.00	Per Game
Varsity Libero tracker	\$25.00	Per Game
Varsity Announcer (throughout the game)	\$20.00	Varsity Game
Junior High/Freshman/JV/Varsity Ticket Seller or Taker	\$25.00	Per Game (1 hr before game until 2/3 of last game)
Junior High/Freshman/JV Clock Operator or Bookkeeper	\$20.00	Per Game
Junior High/Freshman/JV Libero tracker	\$20.00	Per Game

Basketball	Income	Work Schedule
Varsity Clock Operator or Bookkeeper	\$25.00	Per Game
Varsity Announcer (throughout the game)	\$20.00	Varsity Game
Junior High/Freshman/JV/Varsity Ticket Seller or Taker	\$25.00	Per Game (1 hr before game until 3rd quarter)
Junior High/Freshman/JV Clock Operator or Bookkeeper	\$20.00	Per Game

Soccer	Income	Work Schedule
JV/Varsity Ticket Seller or Taker	\$40.00	Per Game (1 hr before game until 1/2 of 2nd half.)
Clock Operator	\$50.00	Per Game
Back Gate Attendant	\$45.00	Night

Softball	Income	Work Schedule
JV/Varsity Ticket Seller or Taker	\$40.00	Per Game (1 hr before game until end of 4th inning)
Score/Clock Operator	\$35.00	Per Game
Varsity Announcer (throughout the game)	\$35.00	Per Game

ATHLETICS GAME WORKER PAY SCALES

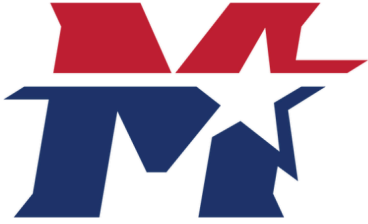
Baseball	Income	Work Schedule
JV/Varsity Ticket Seller or Taker	\$40.00	Per Game (1 hr before game until end of 4th inning)
Score/Clock Operator	\$35.00	Per Game
Varsity Announcer (throughout the game)	\$35.00	Per Game
Back Gate Attendant	\$45.00	Night

Track	Income	Work Schedule
Ticket Seller	\$20.00	Per Hour
Gate Keeper	\$20.00	Per Hour
Press Box Attendant	\$20.00	Per Hour
Junior High Track Worker	\$65.00	Per Meet
Varsity Meet Referee	\$225.00	Per Day
Varsity Finish Clerk	\$225.00	Per Day
Varsity Starter/Back-up Starter	\$225.00	Per Day
All Day High School Meet Worker	\$225.00	Per Day
Partial Day High School Meet Worker	\$130.00	Per Day
Junior High Starter	\$125.00	Per Day
Junior Clerk	\$125.00	Per Day

* MISD coaches/employees may or may not be paid for working track meets; most are volunteer positions.

GRADUATION WORKER PAY SCALES

High School Graduation Workers (LHS/MHS)	Income	Work Schedule
Media Director	\$250.00	Per Graduation
Field Specialist	\$200.00	Per Graduation
Sound Tech	\$100.00	Per Graduation
Video Board Tech	\$100.00	Per Graduation
Camera #1 - #3	\$100.00	Per Graduation
Staff Manager	\$80.00	Per Graduation
Parking Pass Gate (North Zone)	\$75.00	Per Graduation
Ticket Taker Gate #1 - #4	\$65.00	Per Graduation
Northeast/Southwest Bridge	\$65.00	Per Graduation
Monitor No-Berm Seating Area	\$65.00	Per Graduation
Elevator	\$65.00	Per Graduation
Runner/SUB	\$65.00	Per Graduation
SUB	\$65.00	Per Graduation



Travel Pay Plan

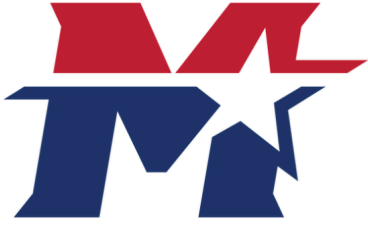
MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Travel Pay Plan

DAILY	STAFF	2025-2026	Qualifications
Mileage Tracker	Approved Staff	GSA Rate per Mile	Must submit approved documentation for compensation. Eligible employees must be approved for mileage by Cabinet.

FLAT	Athletic Trainer	\$385.00	Per month
FLAT	Athletic Director	\$400.00	Per month
FLAT	Head Football Coach	\$660.00	Per month

*FLAT rates are paid per month

Athletics			
Area of Responsibility	Duties Performed	Pay Basis	Limit/Qualifications
Athletics Department	Bus Driver Fee - 2 Hour Round Trip	\$75 Per Game	Rates are for Eligible Teachers & Coaches
Athletics Department	Bus Driver Fee - Driving for Others	\$30 Per Hour	Rates are for Eligible Teachers & Coaches
Athletics Department	Bus Driver Fee - In Town Round Trip	\$35 Per Game	Rates are for Eligible Teachers & Coaches
Athletics Department	Bus Driver Fee - Odessa Round Trip	\$50 Per Game	Rates are for Eligible Teachers & Coaches
Athletics Department	Teacher/Coach CDL Driver Incentive	\$1000 Annual	Must be Available as Scheduled (ADD MAY)



Opportunity Culture

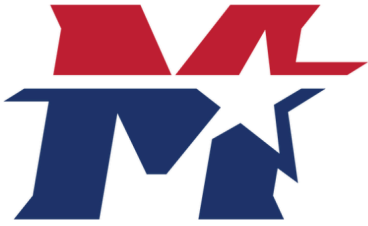
MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Opportunity Culture

Opportunity Culture

Role	Work Days	Stipend
Partial Release Multi-Classroom Leader I (2-3 Teachers)	187 + 5 Days	\$15,000
Partial Release Multi-Classroom Leader II (4-5 Teachers)	187 + 5 Days	\$17,000
Master Team Reach Teacher (50% Additional Reach and 1 Teacher)	187 + 5 Days	\$12,000
Team Reach Teacher I (50% Additional Reach)	187 + 5 Days	\$8,000
Team Reach Teacher II (100% Additional Reach)	187 + 5 Days	\$10,000

IMPORTANT: The 5 additional days are covered by the annual rate stipend.

Role	Work Days	Salary
Reach Associate (Assists MCL's & TRT's)	187	Instructional PG 4
Teacher Resident (Assists MCL's & TRT's)	187	Instructional PG 4



Tiered Retention Incentive

MIDLAND INDEPENDENT SCHOOL DISTRICT
 2025-2026 Tiered Retention Incentive
 (Contingent On External Funding)

Tiered Retention Incentive	
MISD Completed Years of Service	Total Amount
1-5 years	\$1,000.00
6-15 years	\$1,200.00
16+ years	\$1,500.00

The Tiered Retention Incentive will be distributed in December 2025 contingent on external funding.

Eligibility Guidelines:

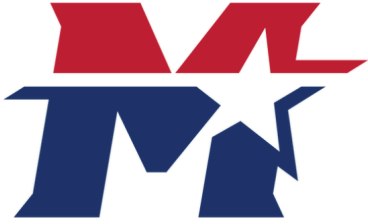
- Employees must have been employed 90+ days and worked through their calendar end date for the previous school year (2024-2025) to be eligible for this incentive.
- Communication about funding will be shared by the end of November 2025.
- Employees resigning or retiring in December do not qualify for the retention incentive.

AND

- Employees must return and be working through December 15, 2025.

Incentive Hold for Extended Leave:

- The incentive is held for employees on FMLA, TDL, Workers' Compensation, or similar leave until they return to work.



Perfect Attendance Incentive

MIDLAND INDEPENDENT SCHOOL DISTRICT
2025-2026 Perfect Attendance Incentive

Perfect Attendance Incentive

Eligible Staff	Per Semester	Annual
Associate Teachers and Teacher Assistants	\$750	\$1,500
Teachers	\$1,500	\$3,000.00

Timeline

The Perfect Attendance Incentive will begin in the first six weeks of the Fall 2025 semester and continue through the end of the Spring 2026 semester.

Eligibility Guidelines

- The school year is defined by the academic calendar's days of instruction.
- New hires who are hired after the teacher start date only qualify for the second semester.
- No unexcused absences are permitted. Any absence deemed unexcused will disqualify the employee from receiving the incentive for that six-weeks cycle.

Excused Absences

Excused absences include:

- Assault Leave
- Professional Development (Campus and District)
- Jury Duty
- Co/Extra Curricular
- School Business
- Court Subpoena

Extended Leave

Incentive Hold for Extended Leave:

- The incentive is held for employees on FMLA, TDL, Workers' Compensation, or similar leave until they return to work.

Contact

Contact us by emailing perfectattendanceincentive@midlandisd.net



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of Annual Investment Report for Fiscal Year Ending June 30, 2025

Consent Item

Financial Impact

The district's investment position as of fiscal year end June 30, 2025.

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 adopted shall record any changes made to either the investment policy or investment strategies. This report also provides an overview of the interest earned throughout the entire fiscal year for all funds.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Annual Investment Report as of June 30, 2025

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

Resolution - Approving the Broker/Dealer List

Board Policy CDA (Local)

Investment Authority

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

Approved Investment Instruments

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

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

Safety

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

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions

in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping And Custody

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

Sellers Of Investments

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)]

Representatives of brokers/dealers and of distributors of investment pools 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). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

Soliciting Bids For CDs

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

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.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.

2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

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

Annual Review

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

Annual Audit

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



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 2025-2026 in compliance with the Public Funds Investment Act.

Brandon Hodges, Board President

Date

Angel Hernandez, Board Secretary

Date



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 2025-2026 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 2025-2026 includes no changes from the District’s investment policy from fiscal year 2024-2025 (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 2025 – 2026 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 2025 – 2026:

- | | |
|-----------------------------------|--|
| 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 29th day of July, 2025, by the Midland Independent School District Board of Trustees.

Brandon Hodges, Board President

Date

Angel Hernandez, Board Secretary

Date

INVESTMENT REPORT

Midland ISD

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July 1 to June 30, 2025





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Market Recap

The ominous soft data (survey) reports continued to accumulate in June, while the hard data reports held up surprisingly well. Bond market investors and Fed officials generally dismissed any signs of a solid economy and determined that it was simply a matter of time before tariff uncertainty pushed GDP growth lower. June kicked off with the ISM services and manufacturing composite indexes both indicating *contraction*, common for the factory sector but rare for services. In fact, it was only the fourth time in the last 60 months that the services index had come in below 50. There was also an alarming drop in the new orders index, which fell into contraction territory for only the third time since 2020 at 46.5. Both prices paid indexes were well above 60 as purchasing managers had little choice but to pay higher prices for future shipments. But perhaps the most revealing part of the May ISM reports were in the comments, as one purchasing manager after another shared tariff frustrations: “no choice but to pass along price increases;” “ever-changing trade policies have wreaked havoc on the company’s ability to remain profitable;” and “tariffs alone have caused supply chain disruptions rivaling COVID-19.”

The May ISM surveys clearly signaled U.S. businesses were increasingly stressed, and there is no indication that the stress-evoking import taxes will disappear. In fact, the 25% tax on steel and aluminum was increased to 50%. This will have a detrimental effect on U.S. construction costs as half of all aluminum, and a quarter of all steel, is imported. Rather than pay the enormous tariff rate on construction materials, many builders are likely to postpone projects. To a lesser degree, other industries will face the same decisions. In addition, the massive “Liberation Day” tariffs, announced in early April (before being quickly postponed for 90 days) will reemerge on July 9th, further clouding the U.S. business outlook.

In the meantime, a widely anticipated rise in inflationary pressure and deterioration of labor market conditions has yet to fully emerge. In fact, U.S. businesses added +139k jobs to company payrolls in May, *exceeding forecasts for the third straight month*. However, downward revisions to the prior two months quietly subtracted -95k, taking the shine off the May headline. The unemployment rate held steady at 4.2%, although it would have

been significantly higher if -626k Americans had not left the labor force in May, the largest monthly drop since 2023. Adding to those concerns, continuing claims for unemployment benefits climbed to the highest levels since November 2021. Thus, while headline labor numbers appeared healthy, underlying conditions worsened.

Both CPI and PPI indicated extremely low inflation readings for May with overall and core rates up just +0.1%. For CPI, it was the fourth straight month in which the increase came in below the median forecast. On a year-over-year basis, headline CPI climbed from +2.3% to +2.4%, while the core rate held steady at +2.8%, matching a *50-month low* from the previous month. However, the three-month annualized consumer inflation rate was just +1.7%. This is almost entirely the result of lower energy costs, which can be attributed to falling global demand. Unlike the labor market, which is clearly signaling future stress, the current inflation readings are not pointing to higher future prices. Not yet anyway.

In mid-June, the FOMC voted unanimously to maintain the overnight target range at 4.25% - 4.50% for the fourth consecutive meeting. The updated summary of economic projection (SEP) indicated Fed officials expect inflation and unemployment to rise later this year, while GDP growth slows. The Fed’s “dot plot,” updated for the first time since March, continued to show two 25 basis point rate cuts in 2025. President Trump, eyeing the prospect of fading growth and dismissing the expected rise in inflationary pressure, grew increasingly frustrated with Fed Chairman Powell during the month, demanding that the overnight target rate be slashed by 200 to 300 basis points, *immediately*.

The next FOMC meeting is at the end of July. There has been no indication that Fed officials will announce a rate cut on that date, although two Trump-appointed Fed Governors have recently suggested July should be in play. Yields moved lower in June as investors recalibrated future interest rate expectations. Even if the overnight funds target is lowered once or twice in 2025, the next Fed Chairman, expected to be nominated by Trump “very soon,” will certainly mirror the president’s push for dramatically lower interest rates next year.



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

DocuSigned by:

Stephanie Howard

CCDF7002DF4E4C6...

Stephanie Howard
Superintendent

DocuSigned by:

Tucker Durham

FEFDAB3FE6F147D...

Tucker Durham
Chief Financial Officer

Portfolio Overview

Portfolio Summary

	Prior 30 Jun-24	Current 30 Jun-25
Par Value	1,379,354,890.24	1,224,737,932.61
Original Cost	1,372,274,858.99	1,216,130,397.48
Book Value	1,372,601,454.91	1,221,862,645.62
Market Value	1,372,617,437.12	1,224,524,314.81
Accrued Interest	4,710,418.81	7,603,438.26
Book Value Plus Accrued	1,377,311,873.72	1,229,466,083.88
Market Value Plus Accrued	1,377,327,855.92	1,232,127,753.07
Net Unrealized Gain/(Loss)	15,982.21	2,661,669.19

Income Summary

Current Period	1 Jul-24 to 30 Jun-25
Interest Income	51,324,413.63
Net Amortization/Accretion	6,312,015.50
Realized Gain/(Loss)	0.00
Net Income	57,636,429.13

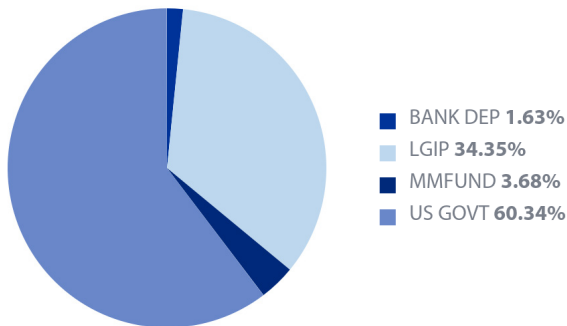
Portfolio Characteristics

	Prior 30 Jun-24	Current 30 Jun-25
Yield to Maturity	5.198%	4.547%
Yield to Worst	5.198%	4.547%
Days to Final Maturity	176	136
Days to Effective Maturity	176	136
Duration	1.42	0.60

Fiscal Year-to-Date

Fiscal Year-to-Date	1 Jul-24 to 30 Jun-25
Net Income	57,636,429.13

Asset Allocation

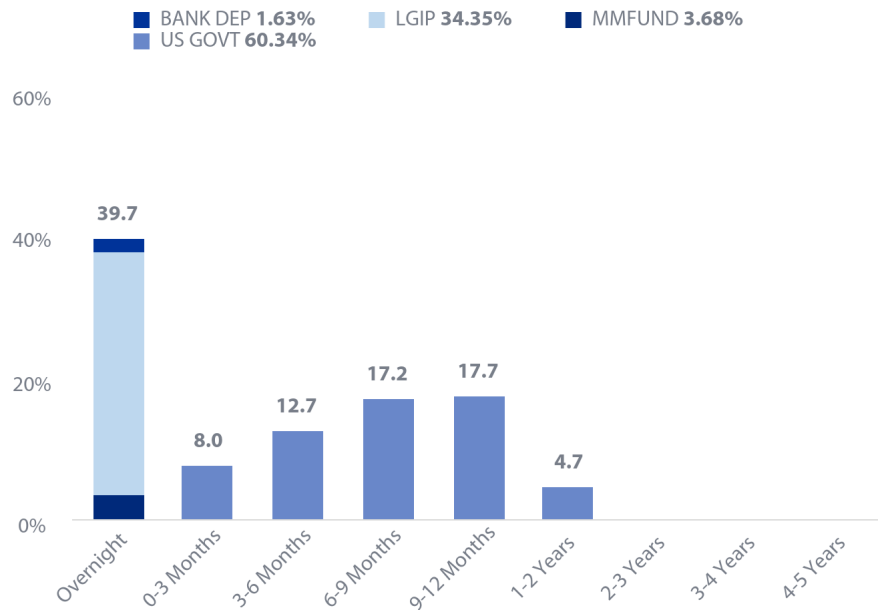


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	331,000,000.00	(328,566,132.84)	(3,144,595.08)	(331,710,727.92)	0.00
Maturity	(39,850,000.00)	39,850,000.00	0.00	39,850,000.00	0.00
Coupon	0.00	0.00	29,962,750.00	29,962,750.00	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

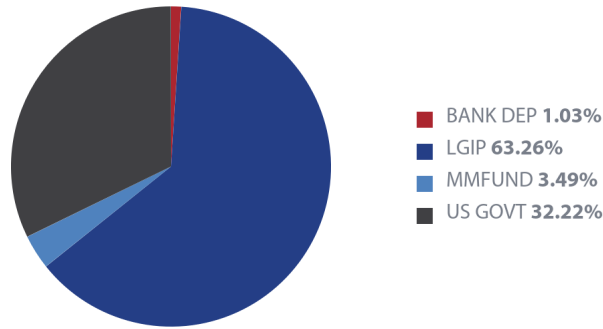
Issuer	Allocation
United States Department of The Treasury	60.34%
TEXPOOL	19.34%
LOGIC	8.08%
Allspring Funds Trust - Allspring Government Money Market Fund	3.68%
TXDLY	2.21%
TXFIT	1.64%
TXCLASSGOV	1.64%
WF	1.63%
TEX PRIME	1.39%
LONESTRGOV	0.05%

Maturity Distribution by Security Type

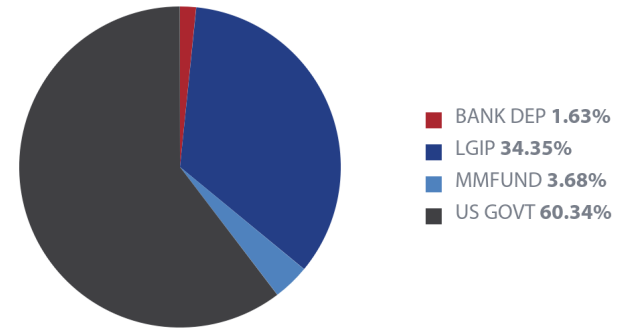
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
BANK DEP	19,858,811.99	--	--	--	--	--	--	--	--	19,858,811.99
LGIP	419,759,009.98	--	--	--	--	--	--	--	--	419,759,009.98
MMFUND	44,920,110.64	--	--	--	--	--	--	--	--	44,920,110.64
US GOVT	--	98,078,468.01	155,659,364.09	209,726,246.24	215,878,277.03	57,982,357.65	--	--	--	737,324,713.01
Total	484,537,932.61	98,078,468.01	155,659,364.09	209,726,246.24	215,878,277.03	57,982,357.65	--	--	--	1,221,862,645.62

Asset Allocation

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



Asset Allocation by Security Type as of
30-Jun-2025



Book Value Basis Security Distribution

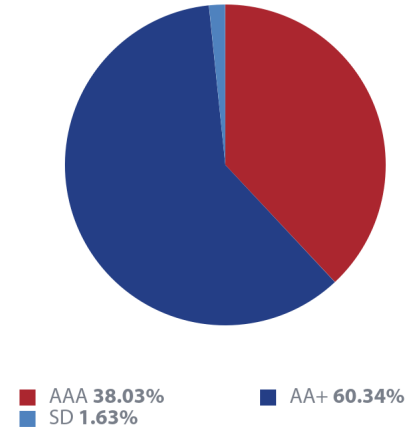
Security Type	Prior Balance 30-Jun-24	Prior Allocation 30-Jun-24	Change in Allocation	Current Balance 30-Jun-25	Current Allocation 30-Jun-25	Yield to Maturity
BANK DEP	14,098,589.22	1.03%	0.60%	19,858,811.99	1.63%	0.870%
LGIP	868,295,224.81	63.26%	(28.91%)	419,759,009.98	34.35%	4.333%
MMFUND	47,911,076.21	3.49%	0.19%	44,920,110.64	3.68%	4.280%
US GOVT	442,296,564.67	32.22%	28.12%	737,324,713.01	60.34%	4.784%
Portfolio Total	1,372,601,454.91	100.00%		1,221,862,645.62	100.00%	4.547%

Credit Rating Summary

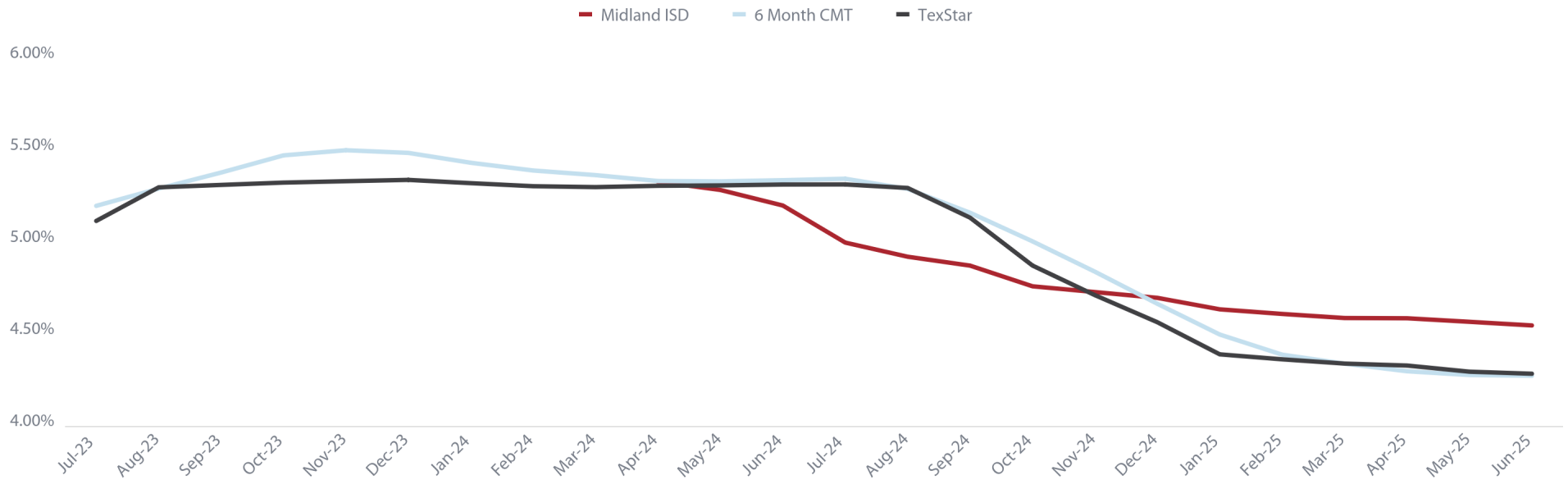
Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	19,858,811.99	1.63%
Total Secured Deposits	19,858,811.99	1.63%
Local Government Investment Pools & Money Market Funds		
AAA	464,679,120.62	38.03%
Total Local Government Investment Pools & Money Market Funds	464,679,120.62	38.03%
Long Term Rating Distribution		
AA+	737,324,713.01	60.34%
Total Long Term Rating Distribution	737,324,713.01	60.34%
Portfolio Total	1,221,862,645.62	100.00%

Allocation by Rating



Benchmark Comparison



Yield Overview

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
Midland ISD	-	-	-	-	-	-	-	-	-	-	5.33	5.28	5.20	5.00	4.92	4.87	4.76	4.73	4.70	4.63	4.61	4.59	4.59	4.57	4.55
6 Month CMT	5.20	5.29	5.38	5.47	5.50	5.48	5.43	5.39	5.36	5.33	5.33	5.34	5.34	5.29	5.16	5.00	4.84	4.66	4.50	4.39	4.34	4.30	4.28	4.27	
TexStar	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	5.29	5.13	4.87	4.71	4.56	4.39	4.36	4.34	4.33	4.30	4.28	

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	1,689,510.88	1,689,510.88	(5,203.88)	1,684,307.00	1,684,307.00	0.00	1	0.880%	0.880%
Child Nutrition Fund	3,701,230.86	3,701,230.86	410,073.55	4,111,304.41	4,111,304.41	137,667.09	1	3.423%	3.423%
Debt Service Fund	115,901,373.15	115,901,373.15	(63,740,593.31)	52,160,779.84	52,160,779.84	1,931,833.51	1	4.319%	4.319%
Employee Housing Fund	468,091.96	468,091.96	(226,755.70)	241,336.26	241,336.26	0.00	1	0.880%	0.880%
General Fund	331,272,346.09	331,272,346.09	(45,219,999.55)	286,052,346.54	286,052,346.54	12,262,234.96	1	4.151%	4.151%
Local Capital Projects Fund	10,441,851.33	10,441,851.33	347,995.42	10,789,846.75	10,789,846.75	487,183.15	1	4.270%	4.270%
Midland County Grant	587,065.61	587,065.61	28,031.77	615,097.38	615,097.38	27,638.86	1	4.280%	4.280%
Scholarship Fund	291,494.75	291,494.75	13,907.87	305,402.62	305,402.62	13,907.87	1	4.297%	4.297%
Self Insurance Fund	7,607,278.01	7,607,278.01	2,137,766.55	9,745,044.56	9,745,044.56	347,081.41	1	2.516%	2.516%
Series 2024 Bond Fund	900,641,212.27	900,657,194.47	(41,838,345.02)	856,157,180.26	858,818,849.45	42,428,882.28	194	4.733%	4.733%
Total	1,372,601,454.91	1,372,617,437.12	(148,093,122.30)	1,221,862,645.62	1,224,524,314.81	57,636,429.13	136	4.547%	4.547%



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	
Activity Fund																			
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/25			1,684,307.00	100.000	1,684,307.00	1,684,307.00	100.000	1,684,307.00	1		0.880	0.880	SD	
Total Activity Fund								1,684,307.00		1,684,307.00	1,684,307.00		1,684,307.00	1		0.880	0.880		
Child Nutrition Fund																			
TEXPRIME		LGIP	TexPool Prime		06/30/25			2,947,044.28	100.000	2,947,044.28	2,947,044.28	100.000	2,947,044.28	1		4.428	4.428	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/25			1,164,260.13	100.000	1,164,260.13	1,164,260.13	100.000	1,164,260.13	1		0.880	0.880	SD	
Total Child Nutrition Fund								4,111,304.41		4,111,304.41	4,111,304.41		4,111,304.41	1		3.423	3.423		
Debt Service Fund																			
TEXPOOL		LGIP	TexPool		06/30/25			42,961,463.70	100.000	42,961,463.70	42,961,463.70	100.000	42,961,463.70	1		4.297	4.297	AAA	
TEXPRIME		LGIP	TexPool Prime		06/30/25			9,177,715.98	100.000	9,177,715.98	9,177,715.98	100.000	9,177,715.98	1		4.428	4.428	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/25			21,600.16	100.000	21,600.16	21,600.16	100.000	21,600.16	1		0.880	0.880	SD	
Total Debt Service Fund								52,160,779.84		52,160,779.84	52,160,779.84		52,160,779.84	1		4.319	4.319		
Employee Housing Fund																			
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/25			241,336.26	100.000	241,336.26	241,336.26	100.000	241,336.26	1		0.880	0.880	SD	
Total Employee Housing Fund								241,336.26		241,336.26	241,336.26		241,336.26	1		0.880	0.880		
General Fund																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		06/30/25			33,545,467.13	100.000	33,545,467.13	33,545,467.13	100.000	33,545,467.13	1		4.280	4.280	AAA	
LNSTGOV		LGIP	LoneStar Gov O/N		06/30/25			638,130.58	100.000	638,130.58	638,130.58	100.000	638,130.58	1		4.300	4.300	AAA	
TEXPOOL		LGIP	TexPool		06/30/25			193,004,626.57	100.000	193,004,626.57	193,004,626.57	100.000	193,004,626.57	1		4.297	4.297	AAA	
TEXPRIME		LGIP	TexPool Prime		06/30/25			2,584,192.69	100.000	2,584,192.69	2,584,192.69	100.000	2,584,192.69	1		4.428	4.428	AAA	
TXCLGOV		LGIP	Texas CLASS Govt		06/30/25			17,717,834.65	100.000	17,717,834.65	17,717,834.65	100.000	17,717,834.65	1		4.215	4.215	AAA	
TXDAILY		LGIP	TexasDAILY		06/30/25			26,958,224.09	100.000	26,958,224.09	26,958,224.09	100.000	26,958,224.09	1		4.290	4.290	AAA	
WF1-MDLNISD		BANK DEP	Wells Fargo - Local Maint 813		06/30/25			992,276.65	100.000	992,276.65	992,276.65	100.000	992,276.65	1		0.680	0.680	SD	
WF2-MDLNISD		BANK DEP	Wells Fargo - Operations 821		06/30/25			3,177,470.99	100.000	3,177,470.99	3,177,470.99	100.000	3,177,470.99	1		0.880	0.880	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		06/30/25			7,434,123.19	100.000	7,434,123.19	7,434,123.19	100.000	7,434,123.19	1		0.880	0.880	SD	
Total General Fund								286,052,346.54		286,052,346.54	286,052,346.54		286,052,346.54	1		4.151	4.151		
Local Capital Projects Fund																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		06/30/25			10,759,546.13	100.000	10,759,546.13	10,759,546.13	100.000	10,759,546.13	1		4.280	4.280	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/25			30,300.62	100.000	30,300.62	30,300.62	100.000	30,300.62	1		0.880	0.880	SD	
Total Local Capital Projects Fund								10,789,846.75		10,789,846.75	10,789,846.75		10,789,846.75	1		4.270	4.270		
Midland County Grant																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		06/30/25			615,097.38	100.000	615,097.38	615,097.38	100.000	615,097.38	1		4.280	4.280	AAA	
Total Midland County Grant								615,097.38		615,097.38	615,097.38		615,097.38	1		4.280	4.280		
Scholarship Fund																			
TEXPOOL		LGIP	TexPool		06/30/25			305,402.62	100.000	305,402.62	305,402.62	100.000	305,402.62	1		4.297	4.297	AAA	
Total Scholarship Fund								305,402.62		305,402.62	305,402.62		305,402.62	1		4.297	4.297		
Self Insurance Fund																			
TEXPRIME		LGIP	TexPool Prime		06/30/25			2,319,677.43	100.000	2,319,677.43	2,319,677.43	100.000	2,319,677.43	1		4.428	4.428	AAA	
TXCLGOV		LGIP	Texas CLASS Govt		06/30/25			2,312,230.14	100.000	2,312,230.14	2,312,230.14	100.000	2,312,230.14	1		4.215	4.215	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		06/30/25			5,113,136.99	100.000	5,113,136.99	5,113,136.99	100.000	5,113,136.99	1		0.880	0.880	SD	
Total Self Insurance Fund								9,745,044.56		9,745,044.56	9,745,044.56		9,745,044.56	1		2.516	2.516		
Series 2024 Bond Fund																			
LOGIC		LGIP	LOGIC		06/30/25			98,745,252.10	100.000	98,745,252.10	98,745,252.10	100.000	98,745,252.10	1		4.411	4.411	AAA	
TEXSTAR		LGIP	TexSTAR		06/30/25			504.41	100.000	504.41	504.41	100.000	504.41	1		4.284	4.284	AAA	
TXFIT		LGIP	Texas FIT Cash Pool		06/30/25			20,086,710.74	100.000	20,086,710.74	20,086,710.74	100.000	20,086,710.74	1		4.470	4.470	AAA	
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	21,283,196.18	99.926	21,284,191.35	15		5.092	5.092	AA+	
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	35,916,152.55	99.816	35,933,906.16	46		5.046	5.046	AA+	



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
91282CFK2		US GOVT	U.S. Treasury Note	3.500	09/15/25			41,000,000.00	98.240	40,278,203.13	40,879,119.28	99.895	40,956,757.71	77		4.963	4.963	AA+
91282CFP1		US GOVT	U.S. Treasury Note	4.250	10/15/25			48,000,000.00	99.215	47,623,281.25	47,916,645.15	99.965	47,983,125.12	107		4.864	4.864	AA+
91282CFW6		US GOVT	U.S. Treasury Note	4.500	11/15/25			52,000,000.00	99.578	51,780,781.25	51,941,233.77	100.039	52,020,312.24	138		4.811	4.811	AA+
91282CGA3		US GOVT	U.S. Treasury Note	4.000	12/15/25			56,000,000.00	98.875	55,370,156.25	55,801,485.16	99.914	55,951,874.72	168		4.796	4.796	AA+
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	61,123,267.47	99.855	61,411,113.44	199		5.043	5.043	AA+
91282CGL9		US GOVT	U.S. Treasury Note	4.000	02/15/26			71,000,000.00	98.674	70,058,476.56	70,635,729.55	99.863	70,902,929.51	230		4.846	4.846	AA+
91282CGR6		US GOVT	U.S. Treasury Note	4.625	03/15/26			78,000,000.00	99.892	77,915,507.82	77,967,249.23	100.340	78,265,078.32	258		4.686	4.686	AA+
91282CGV7		US GOVT	U.S. Treasury Note	3.750	04/15/26			77,000,000.00	98.457	75,811,914.07	76,462,742.70	99.734	76,795,468.75	289		4.662	4.662	AA+
91282CHB0		US GOVT	U.S. Treasury Note	3.625	05/15/26			76,000,000.00	98.244	74,665,117.19	75,360,757.21	99.621	75,712,031.44	319		4.621	4.621	AA+
91282CHH7		US GOVT	U.S. Treasury Note	4.125	06/15/26			64,400,000.00	98.927	63,709,078.13	64,054,777.12	100.113	64,472,952.96	350		4.705	4.705	AA+
91282CHM6		US GOVT	U.S. Treasury Note	4.500	07/15/26			53,000,000.00	99.908	52,951,250.00	52,974,672.69	100.520	53,275,351.43	380		4.548	4.548	AA+
91282CHU8	01/17/25	US GOVT	U.S. Treasury Note	4.375	08/15/26			5,000,000.00	100.211	5,010,546.88	5,007,684.96	100.426	5,021,289.05	411		4.233	4.233	AA+
Total Series 2024 Bond Fund								859,032,467.25		850,424,932.12	856,157,180.26		858,818,849.45	194		4.733	4.733	
Grand Total								1,224,737,932.61		1,216,130,397.48	1,221,862,645.62		1,224,524,314.81	136		4.547	4.547	



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
Activity Fund										
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Activity Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Child Nutrition Fund										
TEXPRIME	LGIP	TexPool Prime	0.00	137,667.09	137,667.09	0.00	0.00	0.00	0.00	137,667.09
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Child Nutrition Fund			0.00	137,667.09	137,667.09	0.00	0.00	0.00	0.00	137,667.09
Debt Service Fund										
TEXPOOL	LGIP	TexPool	0.00	1,496,010.36	1,496,010.36	0.00	0.00	0.00	0.00	1,496,010.36
TEXPRIME	LGIP	TexPool Prime	0.00	435,823.15	435,823.15	0.00	0.00	0.00	0.00	435,823.15
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Debt Service Fund			0.00	1,931,833.51	1,931,833.51	0.00	0.00	0.00	0.00	1,931,833.51
Employee Housing Fund										
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Employee Housing Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Fund										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	159,128.13	1,544,376.21	1,587,083.64	0.00	116,420.70	0.00	0.00	1,544,376.21
LNSTGOV	LGIP	LoneStar Gov O/N	0.00	28,970.44	28,970.44	0.00	0.00	0.00	0.00	28,970.44
TEXPOOL	LGIP	TexPool	0.00	5,958,312.57	5,958,312.57	0.00	0.00	0.00	0.00	5,958,312.57
TEXPRIME	LGIP	TexPool Prime	0.00	501,503.29	501,503.29	0.00	0.00	0.00	0.00	501,503.29
TXCLGOV	LGIP	Texas CLASS Govt	0.00	1,592,113.31	1,592,113.31	0.00	0.00	0.00	0.00	1,592,113.31
TXDAILY	LGIP	TexasDAILY	0.00	2,517,233.59	2,517,233.59	0.00	0.00	0.00	0.00	2,517,233.59
WF1-MDLNISD	BANK DEP	Wells Fargo - Local Maint 813	0.00	119,725.55	119,725.55	0.00	0.00	0.00	0.00	119,725.55
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
Total General Fund			159,128.13	12,262,234.96	12,304,942.39	0.00	116,420.70	0.00	0.00	12,262,234.96
Local Capital Projects Fund										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	44,627.24	487,183.15	494,469.02	0.00	37,341.37	0.00	0.00	487,183.15
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Local Capital Projects Fund			44,627.24	487,183.15	494,469.02	0.00	37,341.37	0.00	0.00	487,183.15
Midland County Grant										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	2,527.63	27,638.86	28,031.77	0.00	2,134.72	0.00	0.00	27,638.86
Total Midland County Grant			2,527.63	27,638.86	28,031.77	0.00	2,134.72	0.00	0.00	27,638.86
Scholarship Fund										
TEXPOOL	LGIP	TexPool	0.00	13,907.87	13,907.87	0.00	0.00	0.00	0.00	13,907.87
Total Scholarship Fund			0.00	13,907.87	13,907.87	0.00	0.00	0.00	0.00	13,907.87
Self Insurance Fund										
TEXPRIME	LGIP	TexPool Prime	0.00	108,360.35	108,360.35	0.00	0.00	0.00	0.00	108,360.35
TXCLGOV	LGIP	Texas CLASS Govt	0.00	238,721.06	238,721.06	0.00	0.00	0.00	0.00	238,721.06
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Self Insurance Fund			0.00	347,081.41	347,081.41	0.00	0.00	0.00	0.00	347,081.41
Series 2024 Bond Fund										
91282CDS7	US GOVT	U.S. Treasury Note	25,961.54	30,288.46	56,250.00	0.00	0.00	109,038.56	0.00	139,327.02
91282CEQ0	US GOVT	U.S. Treasury Note	58,829.82	401,795.18	460,625.00	0.00	0.00	337,720.03	0.00	739,515.21
91282CEU1	US GOVT	U.S. Treasury Note	22,748.63	497,626.37	520,375.00	0.00	0.00	380,331.76	0.00	877,958.12
LOGIC	LGIP	LOGIC	0.00	5,941,240.93	5,941,240.93	0.00	0.00	0.00	0.00	5,941,240.93
TEXSTAR	LGIP	TexSTAR	0.00	328,354.53	328,354.53	0.00	0.00	0.00	0.00	328,354.53
TXFIT	LGIP	Texas FIT Cash Pool	0.00	85,710.74	85,710.74	0.00	0.00	0.00	0.00	85,710.74



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	294,923.08	638,864.22	639,000.00	0.00	294,787.29	428,653.12	0.00	1,067,517.33
91282CFE6	US GOVT	U.S. Treasury Note	423,420.33	1,124,231.60	1,125,000.00	0.00	422,651.93	663,158.17	0.00	1,787,389.77
91282CFK2	US GOVT	U.S. Treasury Note	205,434.78	1,419,021.74	1,435,000.00	(231,684.78)	421,141.30	568,705.07	0.00	1,987,726.82
91282CFP1	US GOVT	U.S. Treasury Note	178,825.14	1,965,218.58	2,040,000.00	(325,136.61)	429,180.33	274,713.40	0.00	2,239,931.98
91282CFW6	US GOVT	U.S. Treasury Note	114,945.65	2,250,000.00	2,340,000.00	(273,913.04)	298,858.70	151,123.26	0.00	2,401,123.26
91282CGA3	US GOVT	U.S. Treasury Note	34,972.68	2,149,508.20	2,240,000.00	(153,442.62)	97,923.50	407,640.03	0.00	2,557,148.23
91282CGE5	US GOVT	U.S. Treasury Note	1,099,903.85	2,382,618.60	2,383,125.00	0.00	1,099,397.44	674,621.93	0.00	3,057,240.53
91282CGL9	US GOVT	U.S. Treasury Note	1,068,901.10	2,838,060.23	2,840,000.00	0.00	1,066,961.33	565,473.92	0.00	3,403,534.15
91282CGR6	US GOVT	U.S. Treasury Note	475,067.93	3,526,436.82	3,607,500.00	(664,718.07)	1,058,722.83	49,866.04	0.00	3,576,302.86
91282CGV7	US GOVT	U.S. Treasury Note	276,127.05	2,822,950.82	2,887,500.00	(395,901.64)	607,479.51	646,211.76	0.00	3,469,162.58
91282CHB0	US GOVT	U.S. Treasury Note	162,041.44	2,682,302.99	2,755,000.00	(262,516.98)	351,861.41	690,697.87	0.00	3,373,000.86
91282CHH7	US GOVT	U.S. Treasury Note	62,032.79	2,629,450.82	2,656,500.00	(81,147.54)	116,131.15	343,499.82	0.00	2,972,950.64
91282CHM6	US GOVT	U.S. Treasury Note	0.00	2,303,765.18	1,867,500.00	(663,997.25)	1,100,262.43	23,422.69	0.00	2,327,187.87
91282CHU8	US GOVT	U.S. Treasury Note	0.00	99,420.77	109,375.00	(92,136.55)	82,182.32	(2,861.92)	0.00	96,558.85
Total Series 2024 Bond Fund			4,504,135.81	36,116,866.78	36,318,056.20	(3,144,595.08)	7,447,541.47	6,312,015.50	0.00	42,428,882.28
Grand Total			4,710,418.81	51,324,413.63	51,575,989.26	(3,144,595.08)	7,603,438.26	6,312,015.50	0.00	57,636,429.13



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
Series 2024 Bond Fund															
Buy															
91282CHU8	01/16/25	01/17/25	US GOVT	U.S. Treasury Note	4.375	08/15/26		5,000,000.00	100.211	5,010,546.88	92,136.55	5,102,683.43	0.00	4.233	4.233
91282CHM6	07/08/24	07/09/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		30,000,000.00	99.766	29,929,687.50	652,747.25	30,582,434.75	0.00	4.623	4.623
91282CHH7	07/08/24	07/09/24	US GOVT	U.S. Treasury Note	4.125	06/15/26		30,000,000.00	99.059	29,717,578.13	81,147.54	29,798,725.67	0.00	4.638	4.638
91282CFK2	07/08/24	07/09/24	US GOVT	U.S. Treasury Note	3.500	09/15/25		21,000,000.00	98.367	20,657,109.38	231,684.78	20,888,794.16	0.00	4.931	4.931
91282CGV7	07/12/24	07/16/24	US GOVT	U.S. Treasury Note	3.750	04/15/26		42,000,000.00	98.652	41,433,984.38	395,901.64	41,829,886.02	0.00	4.557	4.557
91282CGR6	07/12/24	07/16/24	US GOVT	U.S. Treasury Note	4.625	03/15/26		43,000,000.00	100.055	43,023,515.63	664,718.07	43,688,233.70	0.00	4.587	4.587
91282CHM6	07/17/24	07/19/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		23,000,000.00	100.094	23,021,562.50	11,250.00	23,032,812.50	0.00	4.450	4.450
91282CHB0	07/17/24	07/19/24	US GOVT	U.S. Treasury Note	3.625	05/15/26		41,000,000.00	98.465	40,370,585.94	262,516.98	40,633,102.92	0.00	4.509	4.509
91282CGA3	07/23/24	07/24/24	US GOVT	U.S. Treasury Note	4.000	12/15/25		36,000,000.00	99.066	35,663,906.25	153,442.62	35,817,348.87	0.00	4.697	4.697
91282CFW6	07/23/24	07/24/24	US GOVT	U.S. Treasury Note	4.500	11/15/25		32,000,000.00	99.703	31,905,000.00	273,913.04	32,178,913.04	0.00	4.731	4.731
91282CFP1	07/23/24	07/24/24	US GOVT	U.S. Treasury Note	4.250	10/15/25		28,000,000.00	99.402	27,832,656.25	325,136.61	28,157,792.86	0.00	4.752	4.752
Total Buy								331,000,000.00		328,566,132.84	3,144,595.08	331,710,727.92	0.00		
Coupon															
91282CDS7	01/15/25	01/15/25	US GOVT	U.S. Treasury Note	1.125	01/15/25		0.00		0.00	28,125.00	28,125.00	0.00	--	--
91282CEY3	01/15/25	01/15/25	US GOVT	U.S. Treasury Note	3.000	07/15/25		0.00		0.00	319,500.00	319,500.00	0.00	--	--
91282CGE5	01/15/25	01/15/25	US GOVT	U.S. Treasury Note	3.875	01/15/26		0.00		0.00	1,191,562.50	1,191,562.50	0.00	--	--
91282CHM6	01/15/25	01/15/25	US GOVT	U.S. Treasury Note	4.500	07/15/26		0.00		0.00	1,192,500.00	1,192,500.00	0.00	--	--
91282CFE6	02/15/25	02/15/25	US GOVT	U.S. Treasury Note	3.125	08/15/25		0.00		0.00	562,500.00	562,500.00	0.00	--	--
91282CGL9	02/15/25	02/15/25	US GOVT	U.S. Treasury Note	4.000	02/15/26		0.00		0.00	1,420,000.00	1,420,000.00	0.00	--	--
91282CHU8	02/15/25	02/15/25	US GOVT	U.S. Treasury Note	4.375	08/15/26		0.00		0.00	109,375.00	109,375.00	0.00	--	--
91282CFK2	03/15/25	03/15/25	US GOVT	U.S. Treasury Note	3.500	09/15/25		0.00		0.00	717,500.00	717,500.00	0.00	--	--
91282CGR6	03/15/25	03/15/25	US GOVT	U.S. Treasury Note	4.625	03/15/26		0.00		0.00	1,803,750.00	1,803,750.00	0.00	--	--
91282CFP1	04/15/25	04/15/25	US GOVT	U.S. Treasury Note	4.250	10/15/25		0.00		0.00	1,020,000.00	1,020,000.00	0.00	--	--
91282CGV7	04/15/25	04/15/25	US GOVT	U.S. Treasury Note	3.750	04/15/26		0.00		0.00	1,443,750.00	1,443,750.00	0.00	--	--
91282CEQ0	05/15/25	05/15/25	US GOVT	U.S. Treasury Note	2.750	05/15/25		0.00		0.00	230,312.50	230,312.50	0.00	--	--
91282CFW6	05/15/25	05/15/25	US GOVT	U.S. Treasury Note	4.500	11/15/25		0.00		0.00	1,170,000.00	1,170,000.00	0.00	--	--
91282CHB0	05/15/25	05/15/25	US GOVT	U.S. Treasury Note	3.625	05/15/26		0.00		0.00	1,377,500.00	1,377,500.00	0.00	--	--

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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
91282CEU1	06/15/25	06/15/25	US GOVT	U.S. Treasury Note	2.875	06/15/25		0.00		0.00	260,187.50	260,187.50	0.00	--	--
91282CGA3	06/15/25	06/15/25	US GOVT	U.S. Treasury Note	4.000	12/15/25		0.00		0.00	1,120,000.00	1,120,000.00	0.00	--	--
91282CHH7	06/15/25	06/15/25	US GOVT	U.S. Treasury Note	4.125	06/15/26		0.00		0.00	1,328,250.00	1,328,250.00	0.00	--	--
91282CDS7	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	1.125	01/15/25		0.00		0.00	28,125.00	28,125.00	0.00	--	--
91282CEY3	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	3.000	07/15/25		0.00		0.00	319,500.00	319,500.00	0.00	--	--
91282CGE5	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	3.875	01/15/26		0.00		0.00	1,191,562.50	1,191,562.50	0.00	--	--
91282CHM6	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		0.00		0.00	675,000.00	675,000.00	0.00	--	--
91282CFE6	08/15/24	08/15/24	US GOVT	U.S. Treasury Note	3.125	08/15/25		0.00		0.00	562,500.00	562,500.00	0.00	--	--
91282CGL9	08/15/24	08/15/24	US GOVT	U.S. Treasury Note	4.000	02/15/26		0.00		0.00	1,420,000.00	1,420,000.00	0.00	--	--
91282CFK2	09/15/24	09/15/24	US GOVT	U.S. Treasury Note	3.500	09/15/25		0.00		0.00	717,500.00	717,500.00	0.00	--	--
91282CGR6	09/15/24	09/15/24	US GOVT	U.S. Treasury Note	4.625	03/15/26		0.00		0.00	1,803,750.00	1,803,750.00	0.00	--	--
91282CFP1	10/14/24	10/14/24	US GOVT	U.S. Treasury Note	4.250	10/15/25		0.00		0.00	1,020,000.00	1,020,000.00	0.00	--	--
91282CGV7	10/14/24	10/14/24	US GOVT	U.S. Treasury Note	3.750	04/15/26		0.00		0.00	1,443,750.00	1,443,750.00	0.00	--	--
91282CEQ0	11/15/24	11/15/24	US GOVT	U.S. Treasury Note	2.750	05/15/25		0.00		0.00	230,312.50	230,312.50	0.00	--	--
91282CFW6	11/15/24	11/15/24	US GOVT	U.S. Treasury Note	4.500	11/15/25		0.00		0.00	1,170,000.00	1,170,000.00	0.00	--	--
91282CHB0	11/15/24	11/15/24	US GOVT	U.S. Treasury Note	3.625	05/15/26		0.00		0.00	1,377,500.00	1,377,500.00	0.00	--	--
91282CEU1	12/15/24	12/15/24	US GOVT	U.S. Treasury Note	2.875	06/15/25		0.00		0.00	260,187.50	260,187.50	0.00	--	--
91282CGA3	12/15/24	12/15/24	US GOVT	U.S. Treasury Note	4.000	12/15/25		0.00		0.00	1,120,000.00	1,120,000.00	0.00	--	--
91282CHH7	12/15/24	12/15/24	US GOVT	U.S. Treasury Note	4.125	06/15/26		0.00		0.00	1,328,250.00	1,328,250.00	0.00	--	--
Total Coupon					0.00			0.00		0.00	29,962,750.00	29,962,750.00	0.00		
Maturity															
91282CDS7	01/15/25	01/15/25	US GOVT	U.S. Treasury Note	1.125	01/15/25		(5,000,000.00)	100.000	5,000,000.00	0.00	5,000,000.00	0.00	--	--
91282CEQ0	05/15/25	05/15/25	US GOVT	U.S. Treasury Note	2.750	05/15/25		(16,750,000.00)	100.000	16,750,000.00	0.00	16,750,000.00	0.00	--	--
91282CEU1	06/15/25	06/15/25	US GOVT	U.S. Treasury Note	2.875	06/15/25		(18,100,000.00)	100.000	18,100,000.00	0.00	18,100,000.00	0.00	--	--
Total Maturity								(39,850,000.00)		39,850,000.00	0.00	39,850,000.00	0.00		

Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	331,000,000.00	(328,566,132.84)	(3,144,595.08)	(331,710,727.92)	0.00	4.628	4.628
Total Maturity	(39,850,000.00)	39,850,000.00	0.00	39,850,000.00	0.00	5.167	5.167
Total Coupon	0.00	0.00	29,962,750.00	29,962,750.00	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
Series 2024 Bond Fund										
91282CDS7	04/29/24	US GOVT	U.S. Treasury Note	0.00	0.000	0.00	109,038.56	0.00	0.00	0.00
91282CEQ0	05/23/24	US GOVT	U.S. Treasury Note	0.00	0.000	0.00	337,720.03	0.00	0.00	0.00
91282CEU1	06/27/24	US GOVT	U.S. Treasury Note	0.00	0.000	0.00	380,331.76	0.00	0.00	0.00
91282CEY3	06/27/24	US GOVT	U.S. Treasury Note	21,300,000.00	97.887	20,849,871.09	428,653.12	433,325.09	(16,803.82)	21,283,196.18
91282CFE6	05/23/24	US GOVT	U.S. Treasury Note	36,000,000.00	97.730	35,182,968.75	663,158.17	733,183.80	(83,847.45)	35,916,152.55
91282CFK2		US GOVT	U.S. Treasury Note	41,000,000.00	98.240	40,278,203.13	568,705.07	600,916.15	(120,880.72)	40,879,119.28
91282CFP1		US GOVT	U.S. Treasury Note	48,000,000.00	99.215	47,623,281.25	274,713.40	293,363.90	(83,354.85)	47,916,645.15
91282CFW6		US GOVT	U.S. Treasury Note	52,000,000.00	99.578	51,780,781.25	151,123.26	160,452.52	(58,766.23)	51,941,233.77
91282CGA3		US GOVT	U.S. Treasury Note	56,000,000.00	98.875	55,370,156.25	407,640.03	431,328.91	(198,514.84)	55,801,485.16
91282CGE5	05/28/24	US GOVT	U.S. Treasury Note	61,500,000.00	98.188	60,385,312.50	674,621.93	737,954.97	(376,732.53)	61,123,267.47
91282CGL9		US GOVT	U.S. Treasury Note	71,000,000.00	98.674	70,058,476.56	565,473.92	577,252.99	(364,270.45)	70,635,729.55
91282CGR6		US GOVT	U.S. Treasury Note	78,000,000.00	99.892	77,915,507.82	49,866.04	51,741.41	(32,750.77)	77,967,249.23
91282CGV7		US GOVT	U.S. Treasury Note	77,000,000.00	98.457	75,811,914.07	646,211.76	650,828.63	(537,257.30)	76,462,742.70
91282CHB0		US GOVT	U.S. Treasury Note	76,000,000.00	98.244	74,665,117.19	690,697.87	695,640.02	(639,242.79)	75,360,757.21
91282CHH7		US GOVT	U.S. Treasury Note	64,400,000.00	98.927	63,709,078.13	343,499.82	345,698.99	(345,222.88)	64,054,777.12
91282CHM6		US GOVT	U.S. Treasury Note	53,000,000.00	99.908	52,951,250.00	23,422.69	23,422.69	(25,327.31)	52,974,672.69
91282CHU8	01/17/25	US GOVT	U.S. Treasury Note	5,000,000.00	100.211	5,010,546.88	(2,861.92)	(2,861.92)	7,684.96	5,007,684.96
Total Series 2024 Bond Fund				740,200,000.00		731,592,464.87	6,312,015.50	5,732,248.14	(2,875,286.99)	737,324,713.01
Grand Total				740,200,000.00		731,592,464.87	6,312,015.50	5,732,248.14	(2,875,286.99)	737,324,713.01



Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
Series 2024 Bond Fund					
91282CEY3	U.S. Treasury Note	07/15/25	319,500.00		319,500.00
91282CEY3	U.S. Treasury Note	07/15/25		21,300,000.00	21,300,000.00
91282CGE5	U.S. Treasury Note	07/15/25	1,191,562.50		1,191,562.50
91282CHM6	U.S. Treasury Note	07/15/25	1,192,500.00		1,192,500.00
91282CFE6	U.S. Treasury Note	08/15/25	562,500.00		562,500.00
91282CFE6	U.S. Treasury Note	08/15/25		36,000,000.00	36,000,000.00
91282CGL9	U.S. Treasury Note	08/15/25	1,420,000.00		1,420,000.00
91282CHU8	U.S. Treasury Note	08/15/25	109,375.00		109,375.00
91282CFK2	U.S. Treasury Note	09/15/25	717,500.00		717,500.00
91282CFK2	U.S. Treasury Note	09/15/25		41,000,000.00	41,000,000.00
91282CGR6	U.S. Treasury Note	09/15/25	1,803,750.00		1,803,750.00
91282CFP1	U.S. Treasury Note	10/15/25	1,020,000.00		1,020,000.00
91282CFP1	U.S. Treasury Note	10/15/25		48,000,000.00	48,000,000.00
91282CGV7	U.S. Treasury Note	10/15/25	1,443,750.00		1,443,750.00
91282CFW6	U.S. Treasury Note	11/17/25	1,170,000.00		1,170,000.00
91282CFW6	U.S. Treasury Note	11/17/25		52,000,000.00	52,000,000.00
91282CHB0	U.S. Treasury Note	11/17/25	1,377,500.00		1,377,500.00
91282CGA3	U.S. Treasury Note	12/15/25	1,120,000.00		1,120,000.00
91282CGA3	U.S. Treasury Note	12/15/25		56,000,000.00	56,000,000.00
91282CHH7	U.S. Treasury Note	12/15/25	1,328,250.00		1,328,250.00
91282CGE5	U.S. Treasury Note	01/15/26	1,191,562.50		1,191,562.50
91282CGE5	U.S. Treasury Note	01/15/26		61,500,000.00	61,500,000.00
91282CHM6	U.S. Treasury Note	01/15/26	1,192,500.00		1,192,500.00
91282CGL9	U.S. Treasury Note	02/17/26	1,420,000.00		1,420,000.00
91282CGL9	U.S. Treasury Note	02/17/26		71,000,000.00	71,000,000.00
91282CHU8	U.S. Treasury Note	02/17/26	109,375.00		109,375.00
91282CGR6	U.S. Treasury Note	03/16/26	1,803,750.00		1,803,750.00
91282CGR6	U.S. Treasury Note	03/16/26		78,000,000.00	78,000,000.00
91282CGV7	U.S. Treasury Note	04/15/26	1,443,750.00		1,443,750.00

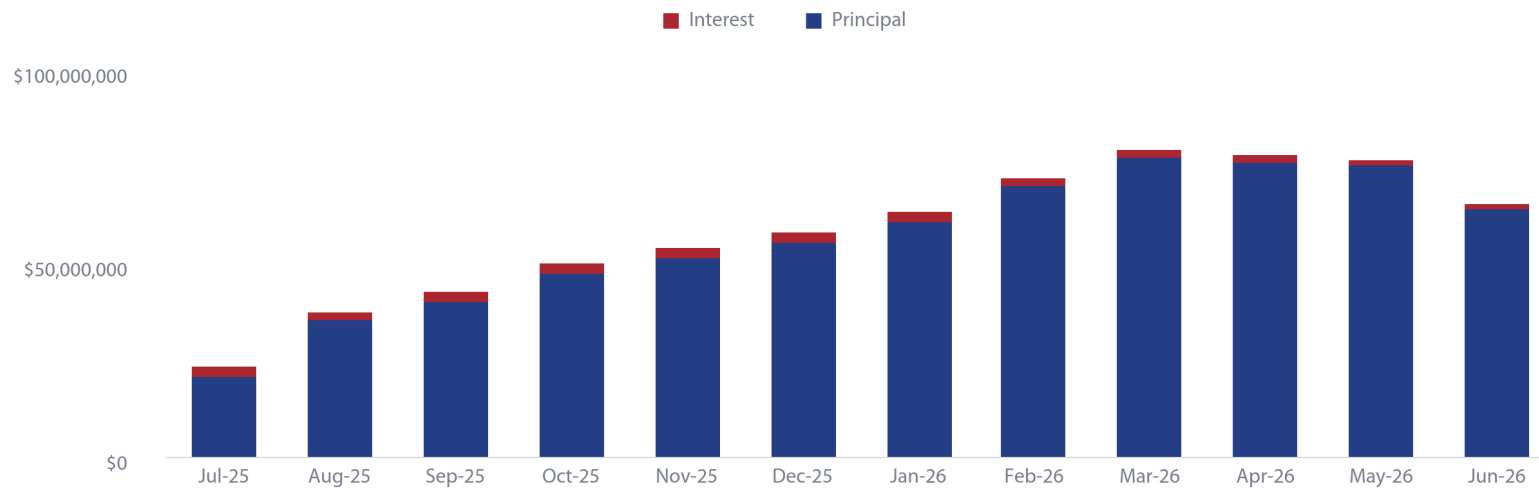


Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
91282CGV7	U.S. Treasury Note	04/15/26		77,000,000.00	77,000,000.00
91282CHB0	U.S. Treasury Note	05/15/26	1,377,500.00		1,377,500.00
91282CHB0	U.S. Treasury Note	05/15/26		76,000,000.00	76,000,000.00
91282CHH7	U.S. Treasury Note	06/15/26	1,328,250.00		1,328,250.00
91282CHH7	U.S. Treasury Note	06/15/26		64,400,000.00	64,400,000.00
Grand Total			24,642,875.00	682,200,000.00	706,842,875.00

Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
July 2025	2,703,562.50	21,300,000.00	24,003,562.50
August 2025	2,091,875.00	36,000,000.00	38,091,875.00
September 2025	2,521,250.00	41,000,000.00	43,521,250.00
October 2025	2,463,750.00	48,000,000.00	50,463,750.00
November 2025	2,547,500.00	52,000,000.00	54,547,500.00
December 2025	2,448,250.00	56,000,000.00	58,448,250.00
January 2026	2,384,062.50	61,500,000.00	63,884,062.50
February 2026	1,529,375.00	71,000,000.00	72,529,375.00
March 2026	1,803,750.00	78,000,000.00	79,803,750.00
April 2026	1,443,750.00	77,000,000.00	78,443,750.00
May 2026	1,377,500.00	76,000,000.00	77,377,500.00
June 2026	1,328,250.00	64,400,000.00	65,728,250.00
Total	24,642,875.00	682,200,000.00	706,842,875.00



Disclosures & Disclaimers

As a courtesy to investors this information: (1) is provided for informational purposes only; (2) should not be construed as an offer to sell or a solicitation of an offer to buy any security; and (3) does not replace customer statements.

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The information and data contained herein is obtained from sources believed to be reliable but its accuracy or completeness is not guaranteed. Additionally, the information may contain assets held away from HTS, therefore investors should contact customer service or other representatives from the respective distributors or issuers to determine SIPC coverage for heldaway assets. HTS and HSAM do not guarantee the information contained herein or its accuracy or completeness regarding contributions, withdrawals, protected values. All information is subject to further review with client to validate final values.

It is not possible to directly invest in an index. Financial forecasts, rates of return, risk, inflation, and other assumptions may be used as the basis for illustrations. They should not be considered a guarantee of future performance or a guarantee of achieving overall financial objectives. Past performance is not a guarantee or a predictor of future results of either the indices or any particular investment. S&P rates the creditworthiness of individual bonds from: AAA highest to D lowest.

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.

Investing in stock securities involves volatility risk, market risk, business risk, and industry risk. The prices of most stocks fluctuate. Volatility risk is the chance that the value of a stock will fall. Market risk is the chance that the prices of all stocks will fall due to conditions in the economic environment. Business risk is the chance that a specific company's stock will fall because of issues affecting it. Industry risk is the chance that a set of factors particular to an industry group will adversely affect stock prices within the industry.

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Dr. Stephanie Howard, Superintendent

Subject: Approval of 2025-2026 Proactive Legal Services & Retainer Program with Leasor Crass

Consent Item

Financial Impact

Leasor Crass, P.C. is offering a 50 % discount on the annual membership fee for the 2025-2026 school year. The annual fee varies based on student enrollment:
An optional Communications Services program is available for an additional annual fee of \$1000.00. This program is anticipated to reduce overall legal expenses for the district by proactively addressing legal concerns and providing them guidance.

Board Goal/Strategic Plan Goals

N/A

Executive Summary

To seek Board approval for Midland ISD to participate in the 2025–2026 Proactive Legal Services & Retainer Program offered by Leasor Crass, P.C. This program is designed to provide comprehensive, accessible, and cost-effective legal and communication support to school districts throughout the academic year. To participate, Midland ISD will complete and submit the following:

- Signed annual membership agreement
- Completed information sheet
- Invoice submission to Leasor Crass, P.C.

The district will gain access to a range of legal and communication services, including:

- 24/7 access to experienced school attorneys for routine legal consultation
- Subscription to *The Legal Blast* newsletter with current legal updates
- Discounted board and staff legal training
- Preferred pricing and access to school communication services via Caelen Communications, including support for bonds, VATREs, crisis response, branding, social media, and more

Participation in this program ensures that Midland ISD:

- Proactively addresses legal concerns before they escalate
- Has immediate, expert legal guidance available 24/7
- Gains access to critical and timely legal updates
- Benefits from expert school communication services at preferred pricing
- Reduces legal expenses while increasing district-wide preparedness and support



Midland Independent School District

BOARD OF TRUSTEES AGENDA

This investment strengthens legal compliance, enhances district communication strategies, and ultimately allows district leadership to remain focused on student success and organizational goals.

Contact Person

Mike Leasor

Enclosure

25-26 Retainer



PROACTIVE LEGAL SERVICES & RETAINER PROGRAM

LEASOR CRASS, P.C.
YOUR SCHOOL • OUR MISSION

The Midland Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Leasor Crass, PC (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. **Telephone Consultation:** The Law Firm shall provide telephone consultation on routine matters at no charge to the District's Trustees, Superintendent, or any Superintendent designee pertaining to questions arising out of the operation of the District. District Trustees and staff shall have access to attorneys' cell phone numbers and direct telephone numbers to enable access to the firm's attorneys.
2. **Email Questions:** The Law Firm shall provide responses to email questions regarding routine matters at no charge to the District's Trustees, Superintendent, or any Superintendent designee pertaining to questions arising out of the general operation of the District. The District shall be provided a list of attorney email addresses for email access.
3. **Additional Legal Work:** Additional legal work may include, but is not limited to, negotiation of contracts, grievances, personnel nonrenewal or terminations, review of construction documents, intellectual property, review and preparation for ARD and §504 meetings, litigation, administrative appeals, and specialized trainings. This includes research, the preparation of opinion letters and memorandum of law, the provision of legal advice, and extended phone conferences or lengthy emails as well as representation in adversarial matters. All time, including telephone calls, is charged at the hourly rates set forth below billable in six (6) minute increments, plus expenses and shall be charged and invoiced on a monthly basis.

Fees for Retainer Districts and Charter Schools

Partners/ Of Counsel	Sr. Associates	Associates	Law Clerks	Paralegals
\$310/hour	\$290/hour	\$275/hour	\$150/hour	\$140/hour

4. **Access to Publications:** The Law Firm shall send information in the form of publications to designated District personnel and trustees on a routine basis relating to developments in school law. The content and publication schedule of such updates shall be determined by the Law Firm.

- 5. **School Board Trainings:** Individuals at the law firm are approved by TEA to provide board training continuing education credits. Discounted rates will be provided to your District for the annual required school board training hours. Customized programs at special rates can be negotiated for your specific district.
- 6. **Administrator Recruitment:** Because of the vast networking opportunities available, combined with our many years of service, both as educators and school attorneys, we are in a unique position to assist the District in recruiting top candidates for your administrator positions. Firm members will assist the Superintendent/Human Resources Department in soliciting, contacting, or evaluating individuals for key administrator positions within your District at a nominal charge to the District.
- 7. **District Trainings:** Individuals at the law firm are approved by TEA to provide professional continuing education credits for administrators. Discounted rates will be provided to your District for training in the areas listed below. Customized programs at special rates can be negotiated for your specific district. These trainings include:
 - a) Documentation Training for Administrators
 - b) Special Education Training
 - c) §504 Training
 - d) Mandatory Reporting and Human Trafficking
 - e) Bond Election Issues for Board Members and Administrators
 - f) Title IX Training
 - g) Chapter 37 Discipline Training

8. **Retainer Term and Cost:** There is an annual fee for this Retainer Agreement due no later than September 1st of each year. For the 2025-26 school year, Leasor Crass is reducing the rate for membership by half due to the difficult climate districts continue to face. Failure to provide the annual retainer agreement and remit payment shall result in the non-retainer rates being charged and the inability to access the services of our programs. This Retainer Agreement shall remain in effect unless notice of cancellation is received in writing by Leasor Crass. The annual fee is based upon the District’s total student enrollment as of the last day of school for the 2024-25 school year and is as follows:

Student enrollment of <999	\$595.00	\$297.50/annually
Student enrollment of 1000-2499	\$695.00	\$347.50/annually
Student enrollment of 2500-4999	\$795.00	\$397.50/annually
Student enrollment of 5000-7499	\$895.00	\$447.50/annually
Student enrollment of >7500	\$995.00	\$497.50/annually
Charter Schools.....	\$895.00	\$447.50/annually
Special Education Cooperatives.....	\$895.00	\$447.50/annually

9. **Optional Communications Services:** The District may elect to participate in the Leasor Crass Communications Support Program for an additional annual fee of \$1,000. This program provides the District with twelve (12) hours of direct access to Amanda Brim, Strategic Communications Consultant for Leasor Crass. Amanda brings more than two decades of experience in school public relations, crisis communication, marketing, and stakeholder engagement.

Participating districts will receive customized communications support, including:

- Strategic discussion of sensitive or complex situations before they escalate;
- Review and refinement of messaging prior to public release;
- Support for internal communications, parent engagement, and media coordination; and
- Brainstorming and development of storytelling and outreach strategies.

These services are designed to help superintendents and their teams communicate with clarity and confidence. Additional communications support beyond the included twelve (12) hours is available for an additional fee, tailored to your District's needs.

If the District would like to participate in this program, please check the box below to receive the Leasor Crass Communications Support Program and invoice.

I would like to participate in the Leasor Crass Communications Program for the 2025-26 school year.

10. **Scope of Attorney-Client Relationship:** Membership in the Leasor Crass Proactive Legal Services & Retainer Program establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are requested by the District. Membership in the Proactive Legal Services & Retainer Program does not impose any duty upon the Law Firm to provide advice or legal services to the District regarding matters unless a specific request by the District's Board President, Superintendent or designee is made for specific advice. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustee or employee of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or employee of the District, the Law Firm may require the execution of one or more separate letters of engagement prior to establishing an attorney-client relationship in the matter.

The State Bar of Texas asks every lawyer to advise his or her clients that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about these matters. For more information, call 1-800-932-1900. This is a toll-free call.

11. **Term of Agreement:** Upon the payment of the invoice and execution, this Agreement shall be effective immediately and shall renew annually on September 1st unless written notice of cancellation is received by Leasor Crass. Access to the publications shall become effective upon completion and return of the District Information Sheet included herein.


Effective this 30th day of _____, 2025.

LEASOR CRASS, P.C.

Midland INDEPENDENT SCHOOL DISTRICT

By: 
Mike Leasor, Shareholder

By: _____
_____, Superintendent

By: 
Rhonda Crass, Shareholder



LEASOR CRASS, P.C.
YOUR SCHOOL • OUR MISSION

Attn: Accounting

☎ 682-422-0009

☎ 682-422-0008

📍 302 W. Broad Street, Mansfield, Texas 76063

District Midland

Superintendent: _____

Re: 2025-26 Proactive Legal Services & Retainer Program

YEARLY INVOICE

	AMOUNT	✓ ONE
Student enrollment of <999	\$297.50	
Student enrollment of 1000-2499	\$347.50	
Student enrollment of 2500-4999	\$397.50	
Student enrollment of 5000-7499	\$447.50	
Student enrollment of >7500	\$497.50	✓
Charter Schools	\$447.50	
Special Education Cooperatives	\$447.50	
Optional Communications Services	\$1,000.00	
TOTAL		

Enclosures required:

- Signed Agreement
- Information Sheet
- Payment

H. Approval of Memorandum of Understanding between Midland ISD and Communities in Schools of the Permian Basin, Inc.

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Melissa Horner, Executive Director of Student Services

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

Consent Item

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. Communities in Schools of the Permian Basin has been working with MISD students since the start of the 1998 school year.

In the spring of 2023, MISD submitted a grant to expand CIS and to receive funding. MISD is in its third and final year of the grant. MISD agreed to use a Match Decrease model to support the five (5) new CIS campus coordinator positions, each with an estimated cost of \$90,000 annually. Under this model, MISD will contribute:

\$337,500 in Year 1 (2023–2024), covering 75% of the total cost (\$450,000)

\$225,000 in Year 2 (2024–2025), covering 50% of the total cost

\$112,500 in Year 3 (2025–2026), covering 25% of the total cost

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 also provide services addressing Academics, Attendance, Behavior, and Social Services.

Contact Person

Mrs. Melissa Horner, Executive Director of Student Services

Mr. Robert Cedillo, Deputy Superintendent



Midland Independent School District

BOARD OF TRUSTEES AGENDA

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, 2025, and shall continue through July 31, 2026.

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, 2026.

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, 2026.
- (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, 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, 2026 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, MISD agrees to pay to CISPb \$112,500.00.

Payments shall be paid in quarterly installments of \$28,125 for services rendered for the total annual sum of \$112,500.00, upon receipt from CISPb.

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

ARTICLE 15 – MISCELLANEOUS

Powers. This Memorandum of Understanding does not create a partnership or a joint venture, and neither Party has the authority to bind the other Party.

Immunity. Nothing in this Agreement shall waive or be deemed to waive the immunities of Midland ISD, including but not limited to governmental immunity, sovereign immunity or any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Legal Construction. No amendment, modification or alteration of the terms herein shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.

Governing Law. The obligation and undertakings of each of the parties to this Agreement are and shall be performed in Midland County, Texas. The validity of this Agreement and any of its terms and provisions, as well as the right and duties of the parties, shall be governed by the laws of the State of the Texas; and any venue for any action concerning this Agreement shall be in Midland County, Texas.

Entire Agreement. This Agreement embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.

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

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

Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement or any attachment shall be construed to create, expand, or form a basis for liability to any third-party under any theory of law against either Midland ISD or CISPB unless such a basis exists independent of this Agreement under state and federal law.

Waiver. No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

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: 07/20/2025

By: 

**MIDLAND INDEPENDENT
SCHOOL DISTRICT**

Stephanie Howard,
Superintendent

Date: _____

By: _____



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Cyndi Pyles, Executive Director of School Leadership

Subject: Approval of the 2025-2026 Facility Use Agreement of Midland College Chap Center

Consent Item

Financial Impact

Usage fee of \$15,000 for the 2025-2026 school year, to be reviewed annually – Local Funds

Executive Summary

This document outlines the formal agreement between MISD and Midland College for the use of Chaparral Center.

MISD increased its use of the Chaparral Center during the 2024-2025 school year. We will continue to host crosstown volleyball matches, district basketball games, and academic award ceremonies there. The Chaparral Center provides a safer environment for athletes, coaches, officials, and spectators, while also offering increased seating capacity for students, staff, and the community addressing the space constraints of the gymnasium or auditorium.

Establishing a formal agreement between the two taxing entities is essential to ensure that all events and timelines are properly documented, providing protection for MISD.

Contact Person

Wesley Torres, Executive Director of Athletics

Cyndi Pyles, Interim Executive Director of School Leadership

Enclosure

Proposed Facility Use Agreement - Midland College District Facilities

**FACILITY USE AGREEMENT
MIDLAND COLLEGE DISTRICT FACILITIES**

This Facility Use Agreement (Agreement) for the facility/facilities described below is by and between Midland College District (College District) and Midland Independent School District (Licensee).

TERMS AND CONDITIONS

ARTICLE I: Permission to Use Facility

1.1 Permission to Use the Facility. For and in consideration of the rents, covenants, and promises herein, the College District agrees to permit the Licensee to use the facility/facilities listed below (Facility) subject to the exceptions listed below. For avoidance of doubt, Licensee has no permission or right to use any property listed under Exceptions below, and the term "Facility" as used herein does not include such exceptions.:

Facility: Chap Center

Exceptions: staff offices

1.2 Nature of the Permission Granted. This Agreement is for the use of the Facility only, is not a lease and does not create a leasehold interest, tenancy, or any other type of property interest in favor of the Licensee. This Agreement is a non-exclusive agreement in that the College District reserves the right to enter similar agreements with other persons to rent the Facility before, during, and after the Licensee's use. The granting of the use of the Facility by the College District shall not be deemed to have created a public forum.

1.3 Priorities of Use; Control of the Facility.

1.3.1 The College District's use of the Facility takes priority in accordance with College District Board Policy. Notwithstanding the foregoing, the College District will use its best efforts to make the Facility available during the Usage Dates and Usage Time, as hereinafter defined. In the event that rescheduling is required due to College District priorities, both parties agree to negotiate in good faith to address and resolve any financial or logistical issues that arise as a result of the rescheduling, including but not limited to additional staffing, transportation, or security costs. The goal of these negotiations shall be to minimize any inconvenience or additional expenses to both parties.

1.3.2 In permitting the use of the Facility by Licensee, the College District does not relinquish the right to control the management of the Facility and may enforce all necessary and proper rules for the management and operation of the Facility. The College District shall provide a copy of all applicable rules and regulations governing the use of the Facility

to the Licensee at least 30 days prior to the first scheduled use. The foregoing notwithstanding, the College District does not have any obligation to Licensee regarding management of the Facility or enforcement of rules and policies. A College District administrator or designee (Manager) shall retain possession of the keys to the Facility. The Manager or other College District employee will lock and unlock all entrances and exits of the Facility during the Usage Time. Licensee shall communicate with the Manager to ensure that all entrances and exits are appropriately locked or unlocked. College District employees are not responsible for performing any personal services in conjunction with any activity or event of the Licensee.

1.3.3 If Licensee intends to use any College District equipment (stage, nets, goals, etc.), it shall request permission to do so from the College District and shall follow all College District instructions regarding set up and breakdown College District equipment.

1.3.4 The Licensee will provide sufficient staffing to successfully execute any program/event/meeting in any College District Facility.

1.4 College District's Right to Enter Facility. Designated College District personnel, police officers, firefighters, and other College District agents and employees shall have the right of access to the Facility to the extent deemed necessary by the College District at any time (a) for the performance of its obligations under this Agreement and for any and all purposes related thereto; (b) to investigate any suspected violations of the terms and conditions of this Agreement, Board policy, administrative regulations, or applicable law; or (c) otherwise in connection with the ownership of the College District property. The Licensee shall not interfere with the College District's right of access to the Facility.

1.5 Security. Licensee will hire/provide a uniformed or non-uniformed security officer, security service, police officer, or patrolman consistent with best practices. The College District shall not be liable to the Licensee or to any third party for the acts or omissions of any person.

ARTICLE II: Use of the Facility by Licensee

2.1 Permitted Use. The Licensee is permitted to use the Facility during the following dates and times (Usage Time): See Exhibit 1 – Schedule of Events and subsequent Addendums if applicable.

The Licensee may use the Facility during the Usage Time for the following purpose only: Official MISD events and activities designated by a member of MISD Cabinet and as approved by the Midland College Provost.

The College District reserves the right to inspect the Facility to ensure compliance with this paragraph.

2.2 Prohibited Uses. The Licensee shall not use, occupy, or permit any guest, invitee, or other person or entity to:

2.2.1 Use of the Facility or the College District's property for any unlawful or hazardous purpose or any act constituting a public or private nuisance; or to do or engage in any act or thing that may disturb the quiet enjoyment of any other person at or near the vicinity of the College District's property or the Facility;

2.2.2 Keep any substance or carry on any operation that might emit significantly offensive odors into other portions of the Facility, or the College District's property, or do anything that likely would increase the insurance rate of the Facility or its contents;

2.2.3 Commit any violation of applicable laws, ordinances, orders, rules, and/or regulations regarding the use of the Facility;

2.2.4 Bring onto the College District's property or into the Facility any fireworks, weapons, firearms, illegal knives, explosives, ammunition, any illegal drugs, or any controlled substance, except as such controlled substance is prescribed by a physician. This prohibition does not apply to law enforcement officers who are duly authorized to carry firearms or other weapons in the course of their official duties. Such officers are permitted to carry weapons on the College District's property and in the Facility in accordance with applicable law;

2.2.5 Bring into the Facility or onto the College District's property any other item that is designated to cause or its likely to cause harm or injury to a person.

2.2.6 Bring into the Facility or onto the College District's property any pets or animals, except for a service animal as defined by law, or unless Licensee has obtained the express written consent of the College District;

2.2.7 Place any additional locks on doors at the Facility;

2.2.8 Use the Facility for any illegal, indecent, or obscene purpose; and/or

2.2.9 Do anything that is prohibited by, or fail to do anything that is required by, Applicable Law (as hereinafter defined).

2.3 Distribution of Materials. All distribution of non-College District materials as part of the Licensee's usage of the Facility shall comply with College District Board policies. No materials distributed during such usage may be of a nature that is disruptive to College District operations of otherwise violate Board policy or other Applicable Laws. The Manager shall have the right to demand that Licensee immediately cease such distribution of materials that do not comply with this Section 2.3.

2.4 Compliance with all Applicable Law. Licensee shall obey, and shall cause Licensee's employees, contractors, agents, representatives, guests, and invitees to obey all laws, ordinances, regulations and interpreting authorities of the United States, the State of Texas, and the local authorities; all College District Board policies; all rules and regulations of the College District for the government and management of the Facility; and rules and requirements of the local police and fire departments.

The College District reserves the right to establish rules and regulations for use of its property, including the Facility, and revise such rules from time to time. The College District will, upon request, provide a copy of any rules and regulations to which Licensee must comply. Collectively, applicable federal and state laws, local ordinances, governmental regulations, College District Board Policy, and College District administrative regulations, and Facility rules and regulations shall be referred to herein as "Applicable Law" or "Applicable Laws." If the College District notifies Licensee of a violation, Licensee shall immediately desist from and correct such violations.

2.5 Seating and/or Room Capacity. In no event shall attendance to a meeting, dinner, concert, exhibition, or other event held by Licensee be in excess of the designated area capacity as determined by applicable fire and building codes and College District regulations.

2.6 Aisles and Access Areas. Licensee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the Facility, and will keep all such areas clear at all times. No portion of any sidewalks, entries, passage, vestibules, halls, or ways of access to public utilities of the Facility shall be obstructed by Licensee or used for any purpose other than for ingress and egress to and from the Facility. The doors, stairways, or openings that reflect or admit light into any place in the Facility, including hallways, corridors and passageways shall not be obstructed by Licensee without prior written approval of the Manager.

2.7 Licensee Personnel and Contractors

2.7.1 Licensee shall employ sufficient personnel, contractors, and/or volunteers for its intended and approved use of the Facility. No later than 30 days before the Usage Time, Licensee shall provide the Manager with a written list of all external personnel and services the Licensee plans to use or employ at the Facility. Licensee agrees that, if applicable, each person employed by or contracted by the Licensee to provide services at the Facility will hold all required licenses and certificates; will at all times maintain a neat, clean appearance; and will conduct himself/herself in a polite and professional manner. Immediately, upon notice by the Manager, Licensee agrees to remove any employee, contractor, or volunteer who fails to abide by or conform with the requirements set forth herein.

2.7.2 Additionally, the College District reserves the right through its Manager or other representatives to eject from the Facility or the College District property any person or persons who act in violation of the terms of this Agreement or Applicable Law. Upon the exercise of the authority described in this Section 2.7.2, the Licensee waives its right and claim for relief and/or damages against the College District or any or its trustees, officers, employees, or agents.

2.7.3 The Licensee shall be solely responsible for paying all salaries and payments (Salaries) to Licensee's employees. Likewise, Licensee shall be solely responsible for all payments owed (Contract Payments) to its contractors and any third parties providing services to or on behalf of the Licensee (collectively Contractors). The College District shall have no liability for such Salaries or Contract Payments. THE LICENSEE AGREES TO PAY ALL SALARIES, TAXES, AND CONTRACTOR PAYMENTS OWED AND, TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COLLEGE DISTRICT INDEMNITEES HARMLESS AGAINST ANY CLAIMS ASSERTED AGAINST OR COST ASSESSED OR INCURRED BY THE COLLEGE DISTRICT FOR THE SALARIES, TAXES, CONTRACT PAYMENTS, OR ANY OTHER COSTS OF OR RELATED TO THE LICENSEE'S PERSONNEL AND CONTRACTORS.

2.8 Minors. When persons under 18 years of age are to be present during the intended use of the Facility, Licensee shall ensure the sufficient adult supervision is present at all times in the Facility to supervise and protect the minors.

2.9 Licensee's Property and Equipment.

2.9.1 All equipment, materials, and/or supplies needed for setups (Licensee Equipment); platforms, staging, or other temporary structures (Staging), including but not limited to, displays, signage, and exhibits (Decorations and Exhibits) to be erected by Licensee or Licensee's Contractors must be approved in writing in advance by the College District, and shall be provided by the Licensee at its sole cost. The Licensee shall be solely responsible for setting up and taking down Licensee Equipment, Staging, and Decorations and Exhibits used within the Facility for its event. Only free-standing Decorations and Exhibits are permitted in the Facility. Decorations and Exhibits and Licensee's Equipment may not be hung from the ceiling or attached to walls. Lessee is prohibited from using nails, tacks, tape, or other affixing devices. Confetti, glitter, hay, sawdust, rose petals, fireworks, and sparklers are not allowed at the Facility.

2.9.2 By the end of the Usage Time, the Licensee shall remove any Licensee Equipment, Staging, Decorations, Exhibits, and any other goods, items, and materials of every nature and character and regardless of ownership that Licensee brought onto the Facility (collectively referred to as "Licensee Property".) All responsibility and liability for removal shall be paid by Licensee. In the event that the Licensee fails to vacate the Facility and remove Licensee Property by the end of the Usage Time, Licensee expressly

authorizes the College District to remove the Licensee Property and to store the Licensee Property at the sole expense of Licensee. The College District shall have no liability for damage to or loss of any Licensee Property, or for the storage of Licensee Property either before or after the Usage Time, and the License expressly releases the College District from any and all claims for damages of whatever kind or nature to the Licensee Property.

2.10 Alterations of the Facility. Licensee shall make no alterations to the Facility.

2.11 Damages to the Facility or Facility.

2.11.1 Licensee shall be liable for any damages caused to the Facility or the College District's property by virtue of Licensee's use of the Facility, including damages caused by the acts or omissions of the Licensee or its employees, contractors, agents, representatives, guests, or invitees; and Licensee shall be liable for and shall pay the College for all costs of repairing any such damage that may occur to the Facility to the same condition as existed prior to Licensee's use the Facility. The Manager shall determine whether any damage has occurred to the Facility or the College District's property by virtue of Licensee's use of the Facility; the extent of the damage; and the cost of repair and restoration of such damages. However, the Licensee shall not be held liable for any damages to the Facility or College District property that are caused by third parties who are not affiliated with, invited by, or otherwise participating in the Licensee's event.

2.11.2 In the event that Licensee fails to pay upon demand any costs for repairing damages and restoration the Facility or the College District's property, the College District shall have the right to retain any and all of the Deposit to pay for such damages and pursue any other rights and remedies available in equity or at law.

2.11.3 The rights and obligations of this Section 2.11 survive termination or expiration of this Agreement.

2.12 Should Licensee release all or any portion of the Facility prior to the commencement of the Usage Time, Licensee will forfeit the Deposit (as hereinafter defined) and any payment made on the Facility. Licensee understands and agrees that the College District is under no duty of obligation to refund the Deposit or re-rent the Facility for the account of Licensee.

ARTICLE III: Payments by Licensee

3.0 Usage Fee and Payment. In addition to the other covenant, promises, and conditions agreed to or to be performed by the Licensee as set forth in this Agreement, the Licensee shall pay the College District as follows:

3.1.1 Upon execution of this Agreement, a deposit in the amount of \$ N/A (Deposit), which shall be refundable only in accordance with this Agreement

3.1.2 Seventy-two (72) hours in advance of the Usage Time, without demand or offset, the sums for use of the Facility, as more particularly described in Addendum I or as specified here (Usage Fee):
\$15,000

3.1.3 Any and all sums due to the College District for additional services, accommodations, equipment, or materials as may be requested by Licensee (referred to as "Additional Services") as set forth in Addendum II (Additional Services Fee), if any.

3.2 Deposit. If at the end of the Usage Time, Licensee (a) has fully paid Usage Fees, late charges, and costs for Additional Services; (b) has satisfactorily returned the Facility to its pre-usage condition; (c) has paid for any and all damages and restoration of the Facility and the College District's property, if required as set forth in this Agreement; and (d) has met all other obligations and requirements of Licensee under the Agreement, the College District shall refund to Licensee any remaining portions of the Deposit not used to satisfy Licensee's obligations hereunder or as otherwise permitted under this Agreement within 30 days after the College District has determined that the items (a) through (d) of this Section 3.2 have been satisfied.

3.3 Late Charges. The Licensee agrees to pay to the College District as late charges an amount equal to \$25 per day of any Usage Fee payment(s) or any portion thereof that is not received by the College District on the dates required under this Agreement. If any portion of any Usage Fee payment or late charge is not paid as required or by the dates due, the amount of Usage Fee due shall be calculated by the College District first crediting the amount paid by the Licensee against any late charges due with the remainder of the amounts so paid being credited toward any Usage Fee(s) then due and owing. If after making such credits, additional amounts are due by Licensee for either Usage Fees or late charges not paid, late charges shall continue to accrue until such time as the Licensee pays all outstanding Usage Fees and late charges.

3.4 Other Costs. The College District reserves the right to charge and the Licensee agrees to pay any additional charges that may accrue due to the Licensee's usage of the Facility, including without limitation, costs for services performed by College District employees; College District personnel that the College District, in its sole discretion, determines should be on-site during the Licensee's failure to perform its obligations under this Agreement including, but not limited to, the failure to leave the Facility; and the Licensee's failure to perform its obligations under this Agreement including, but not limited to, the failure leave the Facility in a clean condition after usage; damage to the College District's property, equipment, or grounds; and the costs associated with checks returned for insufficient funds.

3.5 Survival. The right to payment and collection and the obligations to pay any amounts due but not paid under this Article III shall survive expiration or earlier termination of the Agreement.

Article IV: Additional Services

4.1 Definition. Additional services are those services to be provided by the College District other than those set forth in Article I or expressly stated elsewhere in this Agreement including, without limitation, services, accommodations, or materials, miscellaneous pricing items, special set-ups, special labor requests, and special utility services outside normal business hours (Additional Services).

4.2 Performance of Additional Services. Any Additional Services not requested prior to the Usage Time and not included in the Agreement, including any Addendum, may be provided by the College District if possible and for the cost quoted and invoiced to Licensee by the College District for such Additional Services. Technology Support Packages will be required with the use of any College District technology or audiovisual items(s) (projector, screen, computer, DVD/CD player, microphone) and will be considered an Additional Service. Trade shows or events with multiple vendors shall be treated as an Additional Service and will be assessed additional charges for set-up, breakdown, lobby usage, or percentage of revenue generated.

4.3 Licensee shall pay on demand and without offset for all Additional Services.

ARTICLE V: Insurance

5.1 Insurance Coverage. At all times during the Term of this Agreement, the Licensee shall obtain and keep in force, at its sole cost and expense, (i) a comprehensive general liability insurance policy with a single incident limit of at least \$1,000,000.00, including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by Licensee of the indemnity provisions of this Agreement; and (ii) an all-risk property insurance policy covering the Facility and the College District's property in accordance with the terms of this Agreement for the full replacement cost of all College District property.

5.2 No Limitation. The limits of the Licensee's liability insurance shall not limit the liability of the Licensee under this Agreement.

5.3 Delivery of Certificate and Endorsement. Prior to the Licensee's use of the Facility and before the insurance policies required to be maintained under this Agreement shall expire, the Licensee shall deliver to the College District a certificate and any endorsements evidencing the issuance of such insurance policies in accordance with the requirements of this Agreement. The Licensee's comprehensive general liability policy and certificate evidencing such insurance shall include the College District as additional insured and require that the College District be notified of the cancellation or expiration of the policy in advance. Further, both policies required of the

Licensee under this Article V shall (i) contain provisions by which the insurer agrees that neither policy shall be canceled or substantially changed except after thirty (30) days written notice to the College District and qualified to do business in the State of Texas. Any liability insurance carried or to be carried by the Licensee under this Agreement shall be primary and non-contributory over any insurance policy or self-insurance coverage maintained or carried by any of the additional insured. The Licensee's failure to obtain or maintain the required insurance shall constitute a breach of this Agreement and shall result in the Licensee being required to immediately cease its use of the Facility.

5.4 Waiver of Subrogation. Any and all insurance policies required of the Licensee under this Agreement shall contain a waiver of the subrogation of any right against the College District of any insurance policy owned or held by the College District.

ARTICLE VI: Liability, Release, and Indemnification

6.1 Assumption of Liability. Licensee expressly assumes full responsibility for the character, acts, omissions, and conduct of all persons who perform services at the Facility on behalf of Licensee and for all persons who attend the event held by Licensee at the Facility.

6.2 DISCLAIMER OF LIABILITY. NEITHER THE COLLEGE DISTRICT NOR ANY OF THE COLLEGE DISTRICT INDEMNITEES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS, LOSSES, DEMANDS, SUITS, COSTS, AND EXPENSES, AND OTHER FORMS OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES (EACH A "CLAIM") OR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY (EACH A "LOSS") OF THE LICENSEE, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, MEMBERS, GUESTS, INVITEES, OR ANY THIRD PARTY, IN OR UPON THE COLLEGE DISTRICT PROPERTY, THE FACILITY, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY THEFT, VANDALISM, OR FAILURE TO PAY WAGES, EXCEPT THAT THE COLLEGE DISTRICT AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE LICENSEE FOR ANY CLAIMS ARISING OUT OF THE COLLEGE DISTRICT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.3 LICENSEE INDEMNIFICATION. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LICENSEE AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD THE COLLEGE DISTRICT HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS THAT MAY ARISE OUT OF, RELATED TO, OR BY REASON OF, ANY (A) CONTRAVENTION OR BREACH OF ANY PROVISION OF THE AGREEMENT OR OF ANY REPRESENTATION OR COVENANT MADE OR TO BE PERFORMED BY THE LICENSEE UNDER THIS AGREEMENT; (B) NONCOMPLIANCE BY THE LICENSEE IN CONNECTION WITH ITS USE OF THE FACILITY; (C) NONCOMPLIANCE OR VIOLATION BY THE LICENSEE OR BY ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF ANY APPLICABLE LAWS, RULES, REGULATIONS, OR ORDER OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER THE FACILITY, THE COLLEGE DISTRICT'S PROPERTY OR THE LICENSEE; (D) ACT OR OMISSION OR OF THE

NEGLIGENCE (WHETHER ORDINARY OR GROSS) OF THE LICENSEE OR OF ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS IN CONNECTION WITH THE USE OF OCCUPANCY OF THE FACILITY; EXCEPT TO THE EXTENT SUCH CLAIM WAS SOLELY CAUSED BY THE FAULT OF ANY COLLEGE DISTRICT INDEMNITEE. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 6.3 OR IN THIS AGREEMENT SHALL OPERATE TO OR BE DEEMED OR CONSTRUED TO ABROGATE OR WAIVE ANY IMMUNITY TO WHICH THE COLLEGE DISTRICT IS ENTITLED.

6.4 NO LIMITATION BY INSURANCE. IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS ARTICLE 6 BY THE LICENSEE OR ANY DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF THE LICENSEE, BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR BY ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER ARTICLE 6 SHALL NOT BE LIMITED BY THE AMOUNT OF INSURANCE COVERAGE PAYABLE TO THE LICENSEE.

6.5 Survival. The Licensee's assumption of liability, the College District's disclaimer of liability, the release of the College District, and the Licensee's indemnification requirements as set forth in the Article VI shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII: Default

7.1 Default of Licensee. The following acts or omissions shall constitute a default by Licensee:

- (a) Failure of Licensee to pay the Deposit, Usage Fee, fees for Additional Services, late charge, or any other amount owed by Licensee under this Agreement;
- (b) Failure of Licensee to perform any other condition, term, provision, warranty, covenant, or obligation contained in this Agreement;
- (c) Any violation of applicable law, rule, regulation, or policy or of the College District's policies and procedures;
- (d) Any other breach or event of default; and/or
- (e) Bankruptcy of, insolvency of, reorganization by, moratorium by, fraudulent conveyance by Licensee.

The College District shall provide a written notice of any alleged default to the Licensee, who shall have a cure period of at least 10 business days to rectify the issue before any termination of this Agreement is affected.

7.2 Rights and remedies of College District. In the event of breach or default by the Licensee, the College District is entitled to:

- 7.2.1 Immediate termination of this Agreement;

7.2.2 Retain all Usage Fees, fees for Additional Services, Deposit, and other sums paid by Licensee to the College District for use of the Facility; and

7.2.3 Pursue any and all other remedies available to the College District in equity or at law.

ARTICLE VIII: Change of Facility; Termination

8.1 Paramount Use. In the event of emergency or other necessity, the College District reserves the right, upon reasonable notice under the circumstances, to change the location of the Facility and provide alternative space to the Licensee under this Agreement. If the College District is unable to provide alternative space of equal quality, the College District shall either compensate Licensee for any additional costs incurred or provide a full refund of any fees paid by Licensee for the affected event.

8.2 Cancellation for Convenience. Licensee may cancel this Agreement at any time up to thirty (30) days prior to the commencement of the Usage Time. It is agreed that in the event that Licensee cancels an event included in Exhibit 1 of this Agreement for convenience the (30) days or less prior to, or fails to use the Facility at the time specified, all payments required by this Agreement shall be due and owing, or if paid in advance, will be forfeited.

8.3 Force Majeure. If the (a) Facility or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Facility for the purposes and during the periods specified in the Agreement; or (b) if the use of the Facility by the Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any government authority, civil riot, flood, or any other cause beyond the control of College District, then the parties agree to meet and discuss potential rescheduling or alternative arrangements. In the event that the event cannot be rescheduled, any pre-paid fees shall be fully refunded to the Licensee. The College District shall not be liable or responsible to the Licensee for any damages caused by such termination beyond the refund of pre-paid fees.

ARTICLE IX: Miscellaneous Provisions

9.1 Use of College District Name. Absent prior written authorization, the Licensee may not use or reference the College District's name or logo on the Licensee's promotional materials or in advertising to the general public other than a general reference for a description of the physical location of the event.

9.2 Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all previous agreements or understanding between the parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both parties.

9.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Midland County, Texas.

9.4 No Waiver of Immunities. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which the College District may be entitled under any law.

9.5 No Assignment. The Agreement shall not be assignable by the Licensee in whole or in part without the prior written consent of the College District.

9.6 No Waiver. No waiver by the College District of any default or breach by the Licensee of its obligations under this Agreement shall be construed to be a waiver of release of any subsequent default or breach by the Licensee under this Agreement. No failure or delay by the College District in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof of any other right or remedy available to the College District.

9.7 Severability. Any Provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

9.8 Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the address set forth below. Such addresses may be changed upon proper notice to such addressee. Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile with confirmation of transmission by sender's transmission by sender's facsimile machine; or (iv) personal delivery with written receipt confirming such delivery. Notice will be deemed to have been given on the date of personal delivery or two business days after mailing or faxing. Electronic mail does not constitute official notice under this Agreement.

9.9 Authority. The College District and the Licensee each represent that it has the authority to execute this Agreement and to perform its obligations under this Agreement.

9.10 General Safety and Condition of Facility. The College District represents that the Facility is in compliance with all applicable safety standards and is free from known defects that could affect the general safety of the premises. However, the College District shall not be responsible for meeting any specific requirements or needs of the Licensee related to their intended use of the Facility. The Licensee is responsible for determining the suitability of the Facility for their particular purposes and addressing any specific needs they may have in connection with their use.

9.11 Facility Maintenance. The College District shall ensure that the Facility is in good working order and condition prior to and during the Licensee's use. This includes, but is not limited to, maintaining appropriate heating, ventilation, and air conditioning (HVAC) levels to ensure the comfort of occupants, ensuring that all plumbing facilities (including restrooms) are fully operational, and ensuring that all lighting within the Facility is functional and adequate for the intended use. Should any issues arise with HVAC, plumbing, lighting, or any other essential facility function during the Licensee's use of the Facility, the College District shall promptly address and remedy such issues. If the College District fails to maintain these essential functions, the Licensee shall have the right to request immediate correction or, if necessary, to terminate the event without penalty or further obligation, with a refund of any fees paid for the affected event.

9.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and building upon that party executing the same, but both of which shall constitute one and the same agreement.

Agreed to by:

Licensee:

Signature

Date

Printed Name: _____

Title: _____

Midland College District:



Signature

Date

Printed Name: Damon Kennedy

Title: 12 May 2025

3600 N Garfield St.
Midland, Texas 79705

EXHIBIT 1 – SCHEDULE OF EVENTS

The events listed below are those agreed upon by the parties at the execution of this contract.

Volleyball

- Friday, October 3, 2025 @ 5:00 pm & 6:00 pm - Volleyball
- Tuesday, October 21, 2025 @ 5:00 pm & 6:00 pm - Volleyball

Basketball

- Friday, January 9, 2026 @ 6:00 pm - Basketball (Girls Only)
- Tuesday, January 13, 2026 @ 6:00 pm - Basketball (Girls Only)
- Friday, January 16, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Tuesday, January 20, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Friday, January 23, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Tuesday, January 27, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Friday, January 30, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Tuesday, February 3, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Friday, February 6, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Tuesday, February 10, 2026 @ 6:00 pm & 7:30 pm - Basketball
- Friday, February 13, 2026 @ 6:00 pm & 7:30 pm - Basketball (Boys Only)
- Tuesday, February 17, 2026 @ 6:00 pm & 7:30 pm - Basketball (Boys Only)

Other

- Monday, April 27, 2026 – Midland High School Academic Awards
- Tuesday, April 28, 2026 – Legacy High School Academic Awards
- Thursday, May 14, 2026 – Early College High School Commencement
- Thursday, May 21, 2026 – Viola M. Coleman High School Commencement

Amendments and corrections to this Schedule of Events may be made through a written Addendum signed by both parties.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Melissa Horner, Executive Director of Student Services

Subject: Approval of Agreement between Midland ISD and Midland Teen Court

Consent Item

Financial Impact

\$18,760 is the annual amount the District will provide to Teen Court. Of that total, \$10,000 is direct costs and \$8760.00 is indirect cost for in-kind office use.

Executive Summary

The purpose of Midland Teen Court is to operate and administer the Teen Court program for and juveniles and teens in Midland County, Texas. Midland Teen Court provides: (1) an alternative system of justice to offer young offenders an opportunity to make restitution for their offenses through performance of community service and service on the teen court jury, thus avoiding fines and a record; (2) an educational opportunity for offenders and volunteers to better understand the system of justice; and (3) a system that promotes self-esteem through admission of guilt, acceptance of a constructive sentence, and completion of community service, thus also fostering volunteerism.

Contact Person

Melissa Horner

Enclosure

2025-2026 Proposed Teen Court Agreement

II.

The Recipient agrees that all funds received from the MISD pursuant to this agreement shall be used for payment of expenses directly related to the services and activities described in this agreement.

III.

The MISD agrees to pay to Recipient on or before September 10, 2025, the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000). The MISD will also provide EIGHT THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS for in-kind rental space to include 548 sq. ft. of rental space, custodial services, and utilities. In the event that this agreement is renewed or extended for additional years, the amount of compensation to be provided by the MISD to Recipient shall be determined by the Board of Trustees at the time said Trustees adopts the district's annual budget.

IV.

This Agreement and its terms and conditions shall be in effect for a period beginning on June 1, 2025, and ending May 31, 2026. The Agreement may be terminated by either party for any or no reason upon giving at least ninety (90) days written notice or by mutual agreement of both parties.

V.

For purposes of written notification as provided herein, all written notices to the MISD and the Recipient shall be addressed as follows:

Midland ISD
Superintendent
615 W. Missouri
Midland, Texas 79701

Midland Teen Court
615 West Missouri
#420V
Midland, Texas 79701

VI.

The Recipient shall observe and comply with all applicable federal, state, and local laws, rules, ordinances and regulations in any many affecting the conduct of the services herein provided and performance of all obligations undertaken by this agreement. Recipient agrees to adopt rules,

regulations and written policy relating to and governing the operation of the Recipient.

VII.

THE RECIPIENT INDEMNIFIES AND HOLDS THE MISD, ITS AGENTS AND EMPLOYEES HARMLESS AGAINST ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF OPERATIONS GROWING OUT OF THE PERFORMANCE OF THIS AGREEMENT AND CAUSED BY THE NEGLIGENCE, CARELESSNESS OR INTENTIONAL CONDUCT OF THE RECIPIENT, ITS EMPLOYEES, OFFICERS, VOLUNTEERS, MEMBERS AND AGENTS.

VIII.

During the term of this agreement, Recipient shall obtain insurance and provide the MISD with a certificate of insurance, and shall maintain such insurance in effect during the term of this Agreement, containing the following amount: Insurance coverage in the minimum aggregate amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) against liability for injury to or the death of any one person and for property damage. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to the MISD and all insurance policies shall include the MISD as an additional insured, and copies of the insurance that has been issued or certificates evidencing proof of such policy shall be deposited with the MISD.

Recipient certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. Recipient shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Recipient.

VIII.

The parties to this agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this agreement. Neither this agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

X.

By executing this Agreement the MISD is not waiving its right of sovereign immunity. The MISD is retaining its immunity from suit. The MISD is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XI.

This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland. Venue for any action concerning this Agreement shall be in Midland County, Texas.

XII.

Recipient shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

XIII.

No amendment, modification or alteration of the terms herein shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.

XIV.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if valid, illegal, or unenforceable provision had never been contained in this Agreement

XV.

This Agreement does not create a principal agent relationship, partnership, or joint venture between the Parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this Agreement.

XVI.

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

IN WITNESS HEREOF, the undersigned have set their hand on the date first set out above.

MISD Board President

Date

Chalace Phillips,
Teen Court Executive Director

Date

K. Approval of the Architectural/Engineering Firm for Package #11 - Elementary School Renovations Group D, which Includes Bowie, Greathouse, Jones, Milam, Pease, and Rusk Elementary Schools, as well as Construction Delivery Methods Associated with the 2023 Bond Program and Authorization to Execute an Agreement

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of the Architectural/Engineering Firm for Package #11 – Elementary School Renovations Group D, which includes Bowie, Greathouse, Jones, Milam, Pease, and Rusk Elementary Schools, as well as Construction Delivery Methods Associated with the 2023 Bond Program and Authorization to Execute an Agreement

Consent Item

Financial Impact

Fee to be negotiated based on the scope of work necessary to provide comprehensive professional design services for bond projects related to the 2023 Bond Program. Funds for Architectural and Engineering (A/E) services are included within the overall bond budget.

Cost for construction will be established by a Construction Manager at Risk. Funds for Construction are included within the overall bond budget.

Strategic Plan Goals/Board Academic Goals

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

Executive Summary

Pursuant to 2254.003 of the Texas Government Code, professional services, such as architecture and engineering, must be selected on the basis of demonstrated competence and qualifications to perform the services. After the selection of a professional service provider based on qualifications, the district may negotiate a fair and reasonable fee for the services.

Recommend approval of Vandergriff Group Architects for Architectural / Engineering Services for planning, design, and construction for Pkg #11 – Elementary School Renovations Group D which includes Bowie, Greathouse, Jones, Milam, Pease and Rusk Elementary Schools related to the 2023 Bond Program. Vandergriff Group Architects was selected from the previously approved pool of architectural and engineering service providers and is being recommended based on the firm's qualifications, knowledge of the district, prior and current quality work for the district and familiarity with our existing campuses.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

The recommended construction delivery method for Pkg #11 – Elementary School Renovations Group D which includes Bowie, Greathouse, Jones, Milam, Pease and Rusk Elementary Schools related to the 2023 Bond Program is Construction Manager at Risk.

School districts and other governmental entities use the Construction Manager at Risk construction delivery method for this project to allow for early contractor involvement, cost control through a Guaranteed Maximum Price(s) (GMP) contract, improved schedule efficiency, and reduced risk to the district. This method promotes collaboration between the construction manager, architect, and district to ensure high-quality results delivered on time and within budget.

This allowable construction delivery method is recommended due to the scope and schedule of the campus projects and the potential value it brings to MISD.

Motion

Approve Vandergriff Group Architects for Package #11 – Elementary School Renovations Group D, which includes Bowie, Greathouse, Jones, Milam, Pease, and Rusk Elementary Schools, as well as the Construction manager at risk (CMAR) delivery method and authorization to execute an agreement.

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

N/A



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Jessie Garcia, Chief of Human Capital Management

Subject: Approval of Memorandum of Understanding with the University of Phoenix College of Education

Consent Item

Financial Impact

Budget Neutral

Strategic Plan Goals/Board Academic Goals

Grow & Develop Staff

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

Executive Summary

Midland ISD seeks approval of a Memorandum of Understanding (MOU) with the University of Phoenix to support a collaborative teacher preparation program aimed at expanding the local educator pipeline. Through this partnership, candidates interested in pursuing a career in education will have access to coursework, field-based experiences, and a guided pathway leading to teacher certification. The MOU formalizes the shared commitment to developing future teachers from within the community to address regional staffing needs and strengthen long-term workforce sustainability.

Contact Person

Jessie Garcia

Chief of Human Capital Management

Enclosure

Memorandum of Understanding with the University of Phoenix College of Education



UNIVERSITY OF PHOENIX DISTRICT AFFILIATION AGREEMENT

This Affiliation Agreement made and entered into this 21st day of April 2025, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Midland ISD, an entity domiciled in the State of Texas, hereinafter referred to as the "DISTRICT."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the DISTRICT and in which the DISTRICT will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the DISTRICT, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the DISTRICT, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the DISTRICT a copy of course objectives for the learning experience. The DISTRICT, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. For STUDENTS enrolled in the UNIVERSITY teacher licensure program, the UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the DISTRICT'S Cooperating Teacher. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.

For STUDENTS enrolled in The UNIVERSITY principal licensure program, the UNIVERSITY will assign a Faculty/Site Supervisor who will collaborate with the DISTRICT'S Mentor. For purposes of this Agreement, the term "Mentor" shall be defined as the district school administrator who has been assigned to supervise the STUDENT.

7. STUDENTS are not employees, agents, subcontractors or representatives of the UNIVERSITY.

III. OBLIGATIONS OF THE DISTRICT

1. The DISTRICT shall maintain sole responsibility for the instruction, education and welfare of its pupils, and shall maintain sole responsibility for providing necessary staff for that purpose.
2. The DISTRICT agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the DISTRICT.
3. The DISTRICT shall retain the right, in its sole discretion, to request the removal of any individual from any area of the DISTRICT premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized DISTRICT representative.
4. The DISTRICT shall provide as required by the degree program either qualified Cooperating Teachers and/or Mentors for STUDENTS. Cooperating Teachers and/or Mentors will be resource persons for STUDENTS and UNIVERSITY faculty while at the DISTRICT. Cooperating Teachers and/or Mentors selected by DISTRICT will:
 - a) assist in orienting STUDENTS to the DISTRICT, the classroom, administrative staff and the pupils;
 - b) explain all applicable DISTRICT and school policies, rules, and regulations to STUDENTS;
 - c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with DISTRICT personnel, pupils, and parents;
 - d) complete evaluations of STUDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable STUDENT;
 - e) immediately inform the University Faculty/Site Supervisor of any concerns regarding a STUDENT;
 - f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement;
 - g) for teacher candidates supervise STUDENTS on a daily basis if the Cooperating Teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the DISTRICT and the UNIVERSITY.
5. The DISTRICT shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the DISTRICT.

6. STUDENTS assigned to the DISTRICT shall follow the DISTRICT'S protocols for health and safety. The DISTRICT will provide necessary emergency medical services to STUDENTS.
7. The DISTRICT shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the DISTRICT without appropriate approval.
8. The DISTRICT shall keep confidential and shall not disclose to any person or entity; (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by DISTRICT, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. DISTRICT shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. For teacher candidates: STUDENTS shall not be considered employees or agents of the DISTRICT with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and DISTRICT to complete their teaching internship (clinical practice) in their own classroom. STUDENTS who are approved and employed by the district, as a teacher resident, can continue being employed while student teaching.

For principal candidates: STUDENTS shall not be considered employees or agents of the DISTRICT with the exception of STUDENTS who are current teachers of record (including teacher leaders, instructional coaches, etc.) and are approved by the UNIVERSITY and DISTRICT to complete their administrative internship at their school site.

IV. INDEMNIFICATION

1. To the extent allowable by law, Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless at the request of the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of this Agreement or (b) the negligent acts or omissions in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and DISTRICT shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies with a "Best's rating of at least A X for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, UNIVERSITY shall provide the DISTRICT with a certificate evidencing such insurance coverage.
3. Insurance required by DISTRICT to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of DISTRICT or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. TAXES

1. DISTRICT agrees to invoice UNIVERSITY within 90 days of the Invoice Date all applicable sales and use taxes for all invoices where the Services would require DISTRICT to collect and remit to any state, sales or use tax. UNIVERSITY agrees to pay and reimburse DISTRICT for all such lawfully imposed taxes as invoiced by DISTRICT within the 90-day period. The DISTRICT is a tax-exempt governmental body under the laws of the State of Texas and shall not be responsible for any sales, use, income, or other type of tax on the UNIVERSITY'S services.

VII. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VIII. GENERAL PROVISIONS

1. Neither the DISTRICT nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the DISTRICT and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the DISTRICT in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the DISTRICT but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by DISTRICT personnel. Unless required under state law, the DISTRICT nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this

Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the DISTRICT.

3. The DISTRICT shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. In the event DISTRICT does not agree to the compensation set forth in Exhibit A, DISTRICT and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the Cooperating Teacher and/or Mentor may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the DISTRICT. The parties may not assign this Agreement and any of its rights and/or obligations hereunder without the consent of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the DISTRICT or the UNIVERSITY.
10. This Agreement shall be construed and interpreted and its validity shall be determined in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. All actions, suits, or legal proceedings arising out of or related to the Agreement shall be brought only in the State District Courts of Midland County, Texas or, if federal, in the United States District Courts of the Western District of Texas, Midland-Odessa Division and the Parties consent to the exclusive jurisdiction of such courts.

IX. DISPUTE RESOLUTION

1. In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request by notice to the other Party that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time not to exceed fifteen (15) calendar days of such notice to determine if the dispute may be resolved. If such senior management

personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts

X. TERM AND NOTICE

1. This Agreement shall become effective on April 21st 2025, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at DISTRICT at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at DISTRICT.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, email, or certified United States mail. Notice shall be deemed to be given (a) upon actual receipt; (b) upon delivery confirmation if by email; or (c) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the UNIVERSITY:
University of Phoenix
College of Education
4035 S. Riverpoint Parkway
Phoenix, AZ 85040

With a copy to: University of Phoenix University
Legal Services
4035 S. Riverpoint Parkway
Phoenix, AZ 85040

If to the DISTRICT:
Midland ISD
615 W Missouri Ave
Midland, TX 79701

XI. TEXAS MANDATED PROVISIONS

1. **Not a Terrorist Organization.** As required by Subchapter F, Chapter 2252, Texas Government Code, "Prohibition on Contracts with Certain Companies", The UNIVERSITY verifies by its acceptance of this Agreement that it is not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts. If the UNIVERSITY has misrepresented its inclusion in the Comptroller's list, such omission or misrepresentation voids the Agreement.
2. **Non-Abortion Provider.** Pursuant to Texas Government Code Chapter 2273, the UNIVERSITY verifies by its signature below that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered by the DISTRICT is void if the UNIVERSITY has such a prohibited affiliation or contractual relationship.

3. **Non-Boycott of Israel.** Pursuant to Texas Government Code, Chapter 2271, as amended, if the UNIVERSITY is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding a sole proprietorships and individuals) that exists to make a profit which has ten (10) or more full-time employees and the value of the Agreement with the UNIVERSITY is \$100,000 or more, the UNIVERSITY represents and warrants to the DISTRICT that the UNIVERSITY does not boycott Israel and will not boycott Israel during the term of the Agreement.
4. **Non-Discrimination Against Firearm Entity or Trade.** Pursuant to Texas Government Code Chapter 2274, if the Agreement has a value of \$100,000 or more and the UNIVERSITY is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit (specifically excluding a sole proprietorship), the UNIVERSITY certifies that the UNIVERSITY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Chapter 2274, and will not during the term of the Agreement, unless excepted from that law.
5. **Non-Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, if the Agreement has a value of \$100,000 or more, the UNIVERSITY is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding a sole proprietorship), and the UNIVERSITY has ten (10) or more full-time employees, the UNIVERSITY certifies that the UNIVERSITY does not boycott energy companies and will not during the term of the Agreement, unless excepted by that law.

XII. TEXAS AND FEDERAL LAW

1. **Non-Appropriations.** If for any fiscal year of the DISTRICT, the Board of Trustees for any reason fails to appropriate funds for these goods or services, the DISTRICT will notify the UNIVERSITY immediately and will no longer be obligated under the Agreement.
2. **Tax Exemption.** The DISTRICT is a tax-exempt governmental body under the laws of the State of Texas and shall not be responsible for any sales, use, income, or other type of tax on the UNIVERSITY's services.
3. **Open Government.** The DISTRICT is subject to the Texas Open Meetings Act, Chapter 551, Texas Government Code ("TOMA") and the Texas Public Information Act, Chapter 552, Texas Government Code ("TPIA"). Any duty of confidentiality that the DISTRICT has under the Agreement shall be subject to the legal requirements of the TOMA and the TPIA.

4. **Confidentiality.** Notwithstanding any contrary provisions of the Agreement, the UNIVERSITY agrees that it will comply with the provisions of: the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 *et seq.*, and 16 C.F.R. Part 312, in regard to any personally identifiable information regarding students of the DISTRICT and their educational records obtained by the UNIVERSITY in its provision of services to the DISTRICT during the term of the Agreement. the UNIVERSITY's failure to comply with FERPA or COPPA shall constitute good cause for the DISTRICT's termination of the Agreement.
5. **Payments.** Notwithstanding any contrary provisions of the Agreement, and in accordance with Texas Government Code Subchapter B, Chapter 2251, Subchapter B, amounts owed to the UNIVERSITY shall not accrue interest until the forty-sixth (46th) day following the receipt of the invoice by the DISTRICT at the per annum rate authorized by said Chapter 2251, Subchapter B, Texas Government Code.
6. **Criminal History Checks.** Section 22.0834 of the Texas Education Code requires school the DISTRICT contractors to obtain state and national criminal history record information on their non-certified employees who will have direct contact with students through the criminal history clearinghouse as provided by Section 411.0845, Texas Government Code (Department of Public Safety's criminal history clearing house). To the extent allowed by Texas and federal laws, if the UNIVERSITY or its employees will have direct contact with students, the UNIVERSITY will obtain all criminal record information on any of its employees who perform services under this Agreement and will have direct contact with students, through the criminal history clearing house and supply to the DISTRICT the certification required by Section 22.0834(d), Subchapter C, Chapter 22, Texas Education Code, prior to providing services. the UNIVERSITY acknowledges that Section 22.0834(e) of the Texas Education Code allows the DISTRICT to obtain a copy of the UNIVERSITY's criminal history record information through the criminal history clearing house. If the UNIVERSITY is unable to perform a criminal history check that complies with Texas Education Code Section 22.0834, on all Company employees who have or will have continuing duties related to the services to be performed for the DISTRICT and have or will have direct contact with the DISTRICT's students ("Covered Employee"), the UNIVERSITY shall submit to the DISTRICT the name and all necessary identifying information to enable the DISTRICT to obtain the state and national criminal history information on Covered Employees before they perform any services under the Agreement. The UNIVERSITY's submission will include the Covered Employee's written authorization for the DISTRICT to obtain such criminal history information. (Contact the DISTRICT for an Authorization form.) The DISTRICT may, in its sole discretion, prohibit the UNIVERSITY's use of any Covered Employee to perform services under the Agreement after the DISTRICT's review of the criminal history information, but the DISTRICT cannot disclose the criminal history information to the UNIVERSITY. The UNIVERSITY shall reimburse the DISTRICT for its costs incurred in obtaining the criminal history information. If the DISTRICT objects to the assignment of any Covered Employee based on the Covered Employee's criminal history record information, the UNIVERSITY hereby agrees to discontinue using that Covered Employee to provide services under the Agreement. The UNIVERSITY will not assign any Covered Employee with a "Disqualifying Criminal History (as defined below) to perform services under the Agreement. If the UNIVERSITY receives information that a Covered Employee has a reported Disqualifying Criminal History, then the UNIVERSITY will immediately remove the Covered Employee from performing services under the Agreement and notify the DISTRICT in writing within three (3) business days. "Disqualifying Criminal History"

means any conviction or other criminal history information designated by the DISTRICT (see below); any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

The UNIVERSITY shall not permit any employee or subcontractor's employee to render services at or on the DISTRICT's property under this Agreement where students may be present when those employees of the UNIVERSITY or subcontractor's employees have charges pending, have been convicted of, received probation for, or deferred adjudication for:

- Any offense against a child;
- Any sex offense;
- Any crimes against persons involving weapons or violence;
- Any felony offenses involving controlled substances;
- Any felony offense against property; or
- Any other offense that, in the DISTRICT's sole discretion, might compromise the safety of students, staff, or property.

XIII. ADDITIONAL TERMS AND CONDITIONS

1. **Limitation of Liability**. Notwithstanding any contrary provisions of the Agreement including, but not limited to, the Parties and the Parties' employees', officers', directors', agents', representatives', successors', assigns', suppliers', or manufacturers' aggregate liability arising out of or in any way related to the Agreement will be equivalent to the amounts paid under the Agreement in the twelve (12) months immediately preceding the date of the event giving rise to the claim.

2. **Force Majeure**. Notwithstanding any language to the contrary in the Agreement, the Parties will not be responsible or liable for any failure or delay in the performance of their obligations under the Agreement arising out of or caused by, directly or indirectly, forces beyond a Party's control including, without limitation: (i) acts of God, floods, fires, pandemics, epidemics, viruses, severe or hazardous weather conditions such as hurricanes, tornados, and other natural occurrences; (ii) strikes, work stoppages, and accidents; (iii) acts of war or terrorism, and civil or military disturbances; (iv) acts of government, and material changes in laws or regulations; and (v) loss of utilities, communications, or computer services. If a force majeure event delays a Party's performance of its obligations under the Agreement, the Party will use commercially reasonable efforts to resume performance as soon as practicable; provided, however, that if the force majeure event prevents a Party from performing its obligations for more than sixty (60) days, either Party may terminate the Agreement and the DISTRICT will be entitled to a prorated refund of payments made for services that the UNIVERSITY is unable to provide.

XIV. Counterparts and Electronic Signatures

1. The DISTRICT and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is an effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the DISTRICT or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

Signature

Name

Title

Phone

E-mail address

Date

DISTRICT:

Signature Board President

Brandon W. Hodges

Name

MISD Board President

Title

432.240.1002

Phone

brandon.hodges@midlandisd.net

E-mail address

7.29.2025

Date

M. Approval of the following Revised Policies and New Local Policy:

196

Revised Policies

- EFB(LOCAL): INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS
- EMI (LOCAL): MISCELLANEOUS INSTRUCTIONAL POLICES: STUDY OF RELIGION
- FNCE(LOCAL): STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES
- CW(LOCAL): NAMING FACILITIES

New Policy

- BBBB(LOCAL): POST-ELECTION PROCEDURES



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Roberto Cedillo, Deputy Superintendent

Subject: Approval of the following Revised Policies and New Local Policy:

Revised Policies

- EFB(LOCAL): INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS
- EMI(LOCAL): MISCELLANEOUS INSTRUCTIONAL POLICIES: STUDY OF RELIGION
- FNCE(LOCAL): STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES
- CW(LOCAL): NAMING FACILITIES

New Policy

- BBBB(LOCAL): POST-ELECTION TRANSITIONS

Consent Item

Financial Impact

Minimal Processing Fee

Executive Summary

The Policy changes reflect changes to law from the recent legislative session.

Revised Policies

- **EFB(LOCAL): INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS**
The changes to EFB are informed by the provisions of Senate Bill 13. The main new requirements require parental notifications for checkouts, and mandates that schools prohibit certain materials. The updated policy also allows for procurement and reconsideration procedures. TEE advises establishing parent-majority advisory councils to review library content and challenges, with challenged materials removed from circulation during review. Some other changes include updated definitions, clarification, and general strengthening of board and parental oversight.
- **EMI(LOCAL): MISCELLANEOUS INSTRUCTIONAL POLICIES: STUDY OF RELIGION**
The changes to EMI are informed by the provisions of Senate Bill 10. EMI is updated to require each classroom to display the Ten Commandments. The policy also includes all requirements and provisions for this new mandate.

- **FNCE(LOCAL): STUDENT CONDUCT: PERSONAL TELECOMMUNINCATIONS/ELECTRONIC DEVICES**

The changes to FNCE are informed by the provisions of House Bill 1481. FNCE is updated to reflect the new mandates regarding student devices. The proposed changes include requirements such as prohibiting personal device use during the school day on school property, establishing disciplinary measures, outlining storage protocols, defining allowable exceptions, and updating relevant definitions.

- **CW(LOCAL): NAMING FACILITIES**

The revision to CW(Local) reaffirms the Board’s sole authority to name or rename district facilities, with updates and additions to naming categories, programmatic changes, and procedural processes.

New Policy

BBBB(LOCAL): POST-ELECTION PROCEDURES

Following an election, newly elected Board members shall be administered the oath of office at the regular meetings held in November. They shall assume their official duties and take their seats on the Board at the regular meeting held in December.

Contact Person

Roberto Cedillo, Deputy Superintendent

Enclosure

Proposed New and Revised Policy Language

Purpose

Note: For information related to the selection of instructional materials, see EFA.

Since school and classroom libraries are viewed as places for voluntary inquiry, library materials must be treated differently from instructional materials used in classroom instruction. This policy provides criteria for the selection, removal, and replacement of library materials, focused on maximizing transparency with parents and community members while meeting student needs to provide supplemental enrichment in their learning with appropriate materials. Through the provision of these library materials, the District shall recognize that parents hold an essential role in the education of their children and have the right to guide what their children read, and that parents are the primary decision makers regarding a student's access to library material. The District should communicate effectively with parents regarding library collection development.

Collection Development Policy

In this policy, "library materials" means any book, record, file, or other instrument or document in a school district's library catalog may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school and classroom libraries, classrooms, ~~and~~ online catalogs, library mobile applications, and any other library catalog a student may access outside of the District's core educational program.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.

4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population

Selection And Evaluation of Materials

Library materials shall be selected and acquired in accordance with [Texas law](#), guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Following the completion of the selection and evaluation process, all library materials shall be submitted to the board for prior approval before they may be acquired, possessed, or purchased.

In procurement of library materials by the District (including by donation), the Board of Trustees is required to take action in an open meeting to approve or reject the materials. The Board of Trustees shall take this action at the first open meeting of the Board held on or after the 30th day after the date the list is made accessible for review by the public. In approving the materials, the Board of Trustees shall ensure compliance with Texas Education Code § 33.021.

Board members may review each list of library materials that have been donated to or are proposed to be procured by a school library in the District and may propose changes to each list before the Board of Trustees votes to approve or reject the list.

The Board of Trustees shall make a list of library materials that have been donated to or proposed to be procured by a school library accessible for review by the public for at least 30 days before the Board of Trustees takes action to approve the materials. This requirement does not apply to materials

Access Plan	<p><u>that have been procured (including by donation) to replace a damaged copy of a material with the same ISBN that is currently in the school library catalog, are additional copies of a material with the same ISBN that is currently in the school library catalog, or have the same ISBN and have been previously approved for the same grade levels by the Board of Trustees.</u></p> <p>The District shall allow efficient parental access to the <u>catalog of the District's available library materials, including in campus libraries,</u> and any available online catalogs.</p> <p>Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.</p> <p>Each campus shall communicate the following to parents and guardians:</p> <ul style="list-style-type: none">• Access to policies relating to school libraries and library materials;• Consistent access to library materials and resources; and• Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services
Parental Involvement	<p>Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.</p> <p>In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LLEGAL).]</p> <p><u>Parents or guardians may submit to the District a list of library materials that the parent's child may not be allowed to check out or otherwise access for use outside of the school library. A parent or guardian may submit this list through an electronic or physical form or through the District's or school's (if each campus has its own online system) online library catalog system. The District may not allow a student to check out or otherwise use outside the school library a library material the student's parent has included on this list.</u></p> <p><u>The District shall provide to parents or guardians a record of each time the parent's child checks out or otherwise uses outside the school library a library material. This record must include, as applicable, the library material's title, author, genre, and return date for the material.</u></p> <p>The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.</p>
<i>Access Procedures</i>	
School Library	<p>A parent or guardian who wishes to access <u>a school's library the catalog of the District's available library materials, including in the campus libraries,</u> shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the <u>catalog of the District's available library materials</u> that will not interfere with the delivery of instruction or disrupt student use of library services.</p>

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection From Inappropriate
Materials

Library materials shall not include "harmful material" as defined by Penal Code 43.24(a)(2). Penal Code 43.24(a)(2) describes harmful material as material whose dominant theme taken as a whole:

1. Appeals to the prurient interest of a minor, in sex, nudity, or excretion;
2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and
3. Is utterly without redeeming social value for minors.

It is an offense in Texas to distribute this material in violation of Penal Code 43.24(b). No library material shall be used possessed, acquired, or purchased if it contains content that can meet the harmful material standard.

No library material shall be used possessed, acquired, or purchased if it contains content that includes "obscene" material as defined by Penal Code 43.21(a)(1).

No library material shall be used possessed, acquired, or purchased if it contains content that is indecent or profane.

No library material shall be used, possessed, acquired, or purchased if it contains content that is pervasively vulgar or educationally unsuitable as referenced in Board of Education v. Pico; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

No library material shall be possessed, acquired, or purchased if it has been rated sexually explicit material by the selling library material vendor under Texas Education Code § 35.002.

No library material shall be used possessed, acquired, or purchased if it contains material that refers a person to an Internet website containing inappropriate material as described in this section of this policy, including by use of a link or QR code.

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration Of Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District's library program.

Guiding Principles

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material ~~shall not must~~ be restricted ~~district-wide for all students~~ during the reconsideration process, ~~except the District may deny access to a student if requested by the student's parent or guardian.~~

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material

Formal Request For Reconsideration

The District shall make ~~a~~ the form ~~developed by the Texas Education Agency~~ to request reconsideration of library material available ~~in the District's administrative office on the District's website.~~

If ~~a~~ District employee, ~~or~~ a parent ~~or guardian~~ of a District student ~~or person standing in parental relation to a District student, or person residing in the District~~ wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

~~Not later than five (5) days~~ ~~a~~After a request for reconsideration form is submitted, the form shall be provided to the ~~Superintendent~~ Local School Library Advisory Council ("Council"). Copies of the form shall be provided to the ~~Superintendent~~, school librarian, the Board, and any other staff designated in administrative procedures. ~~The Council shall make a recommendation for action by the District not later than the 90th day after the Council receives the form. Students shall be prohibited from accessing the material until action is taken in response to the request for reconsideration.~~

~~The Board of Trustees shall take action on the request for reconsideration at the first open meeting of the Board held after the 90th day after the request for reconsideration was received or the first open meeting after the Council has made a recommendation on the request for reconsideration.~~

~~If the Board of Trustees acts to remove the subject material from a school library catalog, the Board shall notify each classroom teacher at the grade level for which the material was determined to be not appropriate and instruct the teacher to remove any copy of the material from the teacher's classroom library. If the Board of Trustees does not act to remove the subject material from a school library catalog, the Board of Trustees is not required to take any action in response to a request for reconsideration of the material submitted before the second anniversary of the date of the determination to not remove the material.~~

~~A person making a request for reconsideration may appeal the Board's action with respect to that request to the Board of Trustees. The Board of Trustees shall take action on an appeal at the first open meeting of the Board held after the appeal is filed.~~

~~In taking action on a request for reconsideration or an appeal of such request, the Board of Trustees shall consider:~~

- The advice of the Council;
- Whether the subject library material is suitable for the subject and grade level for which the material is intended, including by considering:
 - Whether the material adheres to the library standards in Texas Education Code § 33.021; and
 - Reviews, if any, of the material conducted by academic experts specializing in the subject covered by the library material or in the education of students in the subject and grade level for which the library material is intended.

Frequency of Review

The board is not required to take any action in response to a written challenge of the library material submitted before the second anniversary of the date of the determination.

Reconsideration Committee

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The associate superintendent of teaching and learning shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals. Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

~~An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]~~

Frequency Of Review

~~After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.~~

~~Maintenance Of Library Materials~~

~~In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CH]~~

Local School Library Advisory Council

A local school library advisory council ("Council") shall be established to sure that local community values are reflected in each library catalog in the District. The Council shall consist of at least five (5) members, with each member appointed by the Board of Trustees, and with each Trustee appointing an equal number of members. A majority of the voting members of the Council must be parents of students enrolled in the District and who are not employed by the District, and one of those members must serve as the Council's chair. The Board of Trustees may also individuals to serve as nonvoting members from any of the following groups:

- Classroom teachers employed by the District;
- Librarians employed by the District;
- School counselors certified under Subchapter B of Chapter 21 of the Texas Education Code, employed by the District;
- School administrators employed by the District;
- The business community; and
- The clergy.

The Council's duties include recommending:

- Policies and procedures for the acquisition of library materials consistent with local community values;
- To the Board of Trustees whether library materials proposed for acquisition under Texas Education Code § 33.026 are appropriate for each grade level of the school or campus for which the library materials are proposed to be acquired;
- If feasible, use joint agreements or strategies for collaboration between the school district and local public libraries and community organizations;
- The removal of any library materials that the council determines to be harmful materials or material containing indecent content or profane content that is inconsistent with local community values or age appropriateness;
- The policies and procedures for processing challenges received under Texas Education Code § 33.027; and
- The action to be taken by the District in response to challenges received under Texas Education Code § 33.027.

The recommendations of the Council shall be considered before adding library materials to the school library catalog, removing library materials from a school library catalog following a challenge under Texas Education Code § 33.027, or making changes to policies or guidelines related to a school library catalog. In making its recommendations, the Council shall adhere to the library standards in Texas Education Code § 33.021.

The Council shall meet at least two (2) times each year and at other times necessary to fulfill the Council's duties. The Council shall meet to determine the Council's recommendations regarding library materials that have been donated to or that are proposed to be procured by a school library before the date that the Board of Trustees meets to approve or reject the proposed library materials. At least 72 hours before each meeting the Council shall post notice of the date, hour, place, and

subject of the meeting on a bulletin board in the central administrative office of each campus in the school district and on the District's website.

For each meeting, the Council shall prepare and maintain minutes that state the subject and content of each deliberation and vote, order, decision, or other action taken by the Council during the meeting. The Council shall make an audio or video recording of each meeting. The Council shall submit the minutes and recording of the meeting to the District not later than the 10th day after the meeting. The District shall post the minutes and recording on the District's website as soon as practicably after they are received.

Gift and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. The District shall not add donated library material to the school library catalog or otherwise make the donated library material available for student use unless the Board of Trustees approves the addition of that donated material for the grade levels for which the material is intended.
[See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Teaching About Religion

The inclusion of religion in the study of history, culture, literature, music, drama, and art is essential to a full and fair presentation of the curriculum. The inclusion of religious elements is appropriate as long as the material included is intrinsic to the field of study in which it is presented and as long as it is presented objectively.

The District's approach to teaching about religion shall be academic, not devotional. Emphasis on religious themes in the arts, literature, and history shall be only as extensive as necessary for a balanced and thorough study of these areas. Such studies shall not foster any particular religious tenet nor demean any religious beliefs, but shall attempt to develop mutual respect among students and advance their knowledge and appreciation of the role that religious heritage plays in the social, cultural, and historic development of civilization.

Religious Texts

Use of religious texts in instruction shall be guided by the principles set forth above. Other than texts used in an appropriate course of study, the District shall not distribute religious texts or materials to students. Such materials may be indexed, shelved, and circulated as library materials. [See FNAA regarding student distribution of nonschool literature and GKDA regarding nonstudent distribution of nonschool literature]

Religious Music

District music groups may perform or receive instruction regarding religious music as part of the secular program of instruction. The primary purpose of the inclusion of religious music in performances or instruction shall be academic, not devotional. Performances and instruction shall reflect religious diversity when appropriate.

Religious Symbols

Religious symbols may be displayed as a teaching aid. Their display shall be temporary and limited to specific teaching activities; such displays shall not be permitted for devotional purposes.

Religious Elements In Student Work

Students may choose to include religious elements in their schoolwork, such as papers, presentations, or artwork; however, students' work must fulfill the purpose of the assignment and be evaluated by secular academic standards.

Ten Commandments

Notwithstanding any conflicting provisions contained elsewhere in this or other policy, each classroom shall be required to clearly display the Ten Commandments in a conspicuous location. Classroom is defined as any learning environment in which instruction is provided to students. This requirement shall constitute an expressed exception to any general rules to the contrary.

The Ten Commandments shall:

1. Be displayed as a durable poster or framed copy, measuring at least 16 inches wide and 20 inches tall;
2. Be legible to a person with average vision from anywhere in the classroom in which the poster or framed copy is displayed;
3. Read exactly as outlined below:
 - a. The Ten Commandments
 - b. I AM the LORD thy God.
 - c. Thou shalt have no other gods before me.
 - d. Thou shalt not make to thyself any graven images.
 - e. Thou shalt not take the Name of the Lord thy God in vain.
 - f. Remember the Sabbath day, to keep it holy.
 - g. Honor thy father and thy mother, that thy days may be long upon the land which the Lord thy God giveth thee.
 - h. Thou shalt not kill.
 - i. Thou shalt not commit adultery.
 - j. Thou shalt not steal.
 - k. Thou shalt not bear false witness against thy neighbor.
 - l. Thou shalt not covet thy neighbor's house.
 - m. Thou shalt 206ovet thy neighbor's wife, nor his manservant, nor his maidservant, nor his cattle, nor anything that is thy neighbor's.

4. Not contain additional text or content beyond what is required.

If there are any classrooms that do not include a poster or framed copy of the Ten Commandments, the District must accept any offer from a private donor to comply with the requirements.

If there are any classrooms that do not include a poster or framed copy of the Ten Commandments, the District may utilize district funds to comply with the requirements.

There shall be no exemption to this requirement.

Note: For searches of personal ~~communication telecommunications~~ devices or other personal electronic devices, see FNF.

Personal Use

Telecommunications Personal Communication Devices

~~This prohibition applies to all classrooms, libraries, gymnasiums, athletic fields, and any other designated instructional space. No teacher, administrator, or other staff member is authorized to make exceptions to this Districtwide policy.~~

~~Students are prohibited from using a personal communication device while on school property during the school day. Students shall either leave their personal communication device at home or power them completely off and secured in their backpack while on school property during the school day.~~

~~A personal communication device is defined as a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. A personal communication device does not include an electronic device provided to a student by the District.~~

All students are permitted to use personal ~~communication telecommunications~~ devices before the commencement of the school day and after the conclusion of the school day.

~~Students in grades 9-12 are also permitted to use personal telecommunications devices during non-instructional times in designated areas throughout the school day, including in hallways during passing periods and during the student's lunch period.~~

Disciplinary Plan

An authorized District employee may confiscate a personal ~~communication telecommunications~~ device, including a mobile telephone, used on school property during the school day in violation of applicable campus rules.

A confiscated personal ~~communication telecommunications~~ device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.

If a personal telecommunications device is not retrieved, the District shall dispose of the device after 90 days since providing written notice to the student's parent required by law.

Exceptions

Students may use their personal communication device during the school day on school property if:

1. It is deemed necessary in an individualized education program (IEP), a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), or a similar program or plan;
2. A student has a documented need based on a directive from a qualified physician;
3. It is necessary to comply with a healthy or safety requirement imposed by law or part of the district's safety protocols.

Other Electronic Devices

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

Guidelines

~~The Board retains authority to name a facility or portions of a facility or similar item or entity (hereafter facility). The Board shall adopt all names. The following guidelines shall be used in naming school buildings and other facilities in the District.~~

~~All school buildings and other District facilities shall be named according to one of the following documented categories:~~

- ~~1. Any person who has served the District or community, especially in service to children;~~
- ~~2. Any person who has made a significant contribution to society and/or education and his or her name shall lend prestige and status to an institution of learning;~~
- ~~3. A local residential or geographic area; or~~
- ~~4. A major District property sponsor's or donor's name or recommended name donor or his or her family members; or~~
- ~~5. Other names as approved by the School Board after a Community Input Process.~~

Renaming

~~In situations deemed appropriate, the Board may rename school facilities or portions thereof. In such situations, the Board shall apply the criteria for naming new facilities. If a facility is renamed, appropriate use of the former name should be determined before a change is approved. Name changes shall only occur during the summer before the beginning of a school year except in unusual circumstances.~~

Programmatic Renaming/Altering Name of a Facility Due to Programmatic Change, Confusion, or Similar Issue

~~A facility or portion of a facility may be renamed based on a programmatic change if the new name would not affect the namesake of the facility or portion of the facility. The name change would only require the recommendation of the Superintendent's cabinet. If the name of a facility no longer reflects its purpose, causes confusion, or presents a similar issue, the name may be minimally altered. Such an alteration may occur provided the alteration does not eliminate or significantly alter the facility's existing name. The altered name requires only the recommendation of the Superintendent to the Board. Unless deemed necessary by the Board, it does not require a Community Input Process.~~

Named For A Major Donor

~~The Board shall consider naming a facility or portion of a facility in honor of a major donor.~~

Sponsor or Donor of a Facility Name

~~Specific District guidelines shall be developed for corporate or individual sponsorships of schools or donors to name facilities, in exchange for approved major donations, including in-kind donations. Under this provision, the District may not commit to naming a facility until it has Board approval. The guidelines shall specify required levels of monetary or in-kind donations, as well as appropriateness of the sponsor. Unless deemed necessary by the Board, it does not require a Community Input Process.~~

~~An existing identifiable facility shall not be fragmented by renaming portions of that facility except in the case of a naming rights contract to benefit the District.~~

~~[See GKB(LOCAL), Corporate Sponsorships]~~

Community Input Process for Naming a Facility

~~Except as provided by this Policy, before naming a facility, the Board shall obtain and consider community input using one or more, or a combination of, the following methods. For each of the methods below, the District will establish, as necessary, processes including timelines, locations, writing, and other requirements to ensure the validity and reliability of any survey, poll, proposition, or ballot (hereafter poll) results. The District shall, to the extent practicable,~~

ensure that participation is limited to individuals residing within the boundaries of Midland ISD or the area impacted by the facility name, and that each individual participates in the survey only once.

Nominations Process

The Board may direct the District to conduct a nominations committee process when naming school buildings and educational facilities. The process shall seek name nominations from the community, students, and staff. Input or suggestions will be accepted to provide the Board with viable names for considerations.

Nominations for the name shall be made in writing on a form provided by the District within the designated time frames established by the District. Nominations shall and only be accepted for the ~~school building or~~ facility for which the names are being solicited.

Recommendation Process

The Superintendent or designee shall appoint a selection committee to review all nominations and ensure that the list of nominees meets established criteria.

Board Decision

The committee shall submit to the Board in a timely manner one recommended name for each ~~school or~~ facility to be named. A list of all submitted nominations will be provided to the Board. ~~The responsibility for the final decision in naming a new school or facility rests with the Board.~~

~~The Board shall officially select a name at a regular scheduled meeting.~~

Online Poll or Survey

The Board may direct the District to conduct an online survey, poll, or similar procedure to gather community feedback.

In-Person Poll or Survey

The Board may direct the District to conduct an in-person survey, poll or similar procedure to gather community feedback.

Voter Proposition or Poll

The Board may enter into an agreement with Midland County or similar entities to conduct a proposition, survey, poll, or comparable procedure, either on an official ballot at a polling place or through a similar authorized process.

Other Method

The Board may direct the District to collect community input utilizing another method, or a combination of methods above, as appropriate.

The result of the Community Input Process are not binding on the School Board.

Post-Election Transition Following an election, newly elected Board members shall be administered the oath of office at the regular meeting held in November. They shall assume their official duties and take their seats on the Board at the regular meeting held in December.

- 7. Superintendent's Update
Presenter: Dr. Stephanie Howard
- 8. District Informational Reports
 - A. Bond 2023 Monthly Report
Presenter: Cortney Smith

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Bond 2023 Monthly Report

District Report

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.

Contact Person

Cortney Smith, Chief of Facilities and Operations

Bond 2023 Monthly Update

Cortney Smith
July 29, 2025



OVERALL PROGRESS

PACKAGES:



Bond Budget Amount (\$m)
 Actual Total (\$m)
 % Overall Completion
 Finish Date (Schedule/Actual)

Closeout
 Punch/Outfit/Move-In
 Construction
 Construction Procurement
 Construction Documents
 Design Development
 Schematic Design
 Design Team Selected

	01	02	03	04	05	06	07	08	09	10	11	12	13
	New ES (Lone Star Trails)	New LHS + MHS Campuses	ES Renovations - Group A	MS Renovations - Group A	MS Renovations - Group B	ES Safety/Security	Midland Freshman Site	ES Renovations - Group B	MS Renovations - Group C	ES Renovations - Group C	ES Renovations - Group D	NOT YET ASSIGNED	NOT YET ASSIGNED
Bond Budget Amount (\$m)	TBD	TBD	TBD	TBD	TBD		2.032	22.530	47.810	TBD	TBD		
Actual Total (\$m)	TBD	TBD	TBD	TBD	TBD		2.032	TBD	TBD	TBD	TBD		
% Overall Completion	97%	35%	25%	40%	35%	100%	100%	15%	10%	5%	3%		
Finish Date (Schedule/Actual)	Aug '25	Aug '28	Aug '26	May '27	Aug '27	May '25	Feb '25	Aug '28	Aug '28	Aug '28	Aug '28		
Closeout													
Punch/Outfit/Move-In													
Construction													
Construction Procurement	95%	90%	75%	90%	95%			75%					
Construction Documents													
Design Development													
Schematic Design													
Design Team Selected											90%		

PKG 01- Lone Star Trails ES

Aug 13, 2025 Project

Substantial Completion

Overall 97% Complete

- Terrazzo floor complete
- Furniture: 60% delivered
- Parking Lots/Drives - 90% complete
- Playgrounds/Shade sails install in progress
- Technology install underway
- Landscaping began 7/14



PKG 02- New High Schools

Aug 2028 Project Completion

- Construction documents 90% complete
- Wadley, Avalon & Thomason Drives under design
- GMP #1 approved
- GMP #2 for August approval
- Pilot furniture scheduled for August 4 install
- Contractors mobilized and working on both sites



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PKG 02- New High Schools

- ❑ Graphics package design started
- ❑ Landscape design being finalized
- ❑ Process of moving select CTE equipment from existing campuses started



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PKG03: ES Reno Group A

Emerson, Franks, Houston, Lamar, Long, Parker, South & Travis Elementaries

- ✓ GMP #1 approved for Phase 1 fire sprinkler work nearing completion (Wrap up by 4 Aug)
- ✓ Approved STB and is well within budget
- ☐ Phase 2 Construction Documents 75% complete (targeted completion Aug '25)
- ☐ Phase 2 construction (Renovations and Entry additions scheduled for completion by fall 2026)



Franks New Entry



Lamar New Entry 220



Houston New Entry

PKG03: ES Reno Group A

Emerson, Franks, Houston, Parker, South & Travis Elementaries

- ❑ Fire sprinkler, new ceilings and lights work underway on 6 campuses
- ❑ Target completion August 4th
- ❑ Cost well below target budget



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Fire Suppression Installation In Progress

PKG04: MS Reno - Group A

Goddard Middle School

- ✓ Portable relocation complete
- ✓ Construction Document Phase 100% complete
- ✓ Campus design meetings complete

- ✓ Asbestos abatement completed
- ☐ Pre-construction meeting held 6/18
- ☐ Rebids opened July 24th
- ☐ May 2027 estimated completion



Entry Rendering - Goddard MS



222 Entry Rendering - Midland MS

PKG05: MS Reno - Group B

Alamo Junior High

- ❑ Construction Documents **95% complete**
- ✅ Asbestos abatement complete

- ✅ Portable relocation is complete and sidewalks poured
- ✅ Annex Building pre-construction meeting 6/19



PKGO8- ES Renovations Group B

Santa Rita, Bush, Scharbauer &

De Zavala Elementary Schools

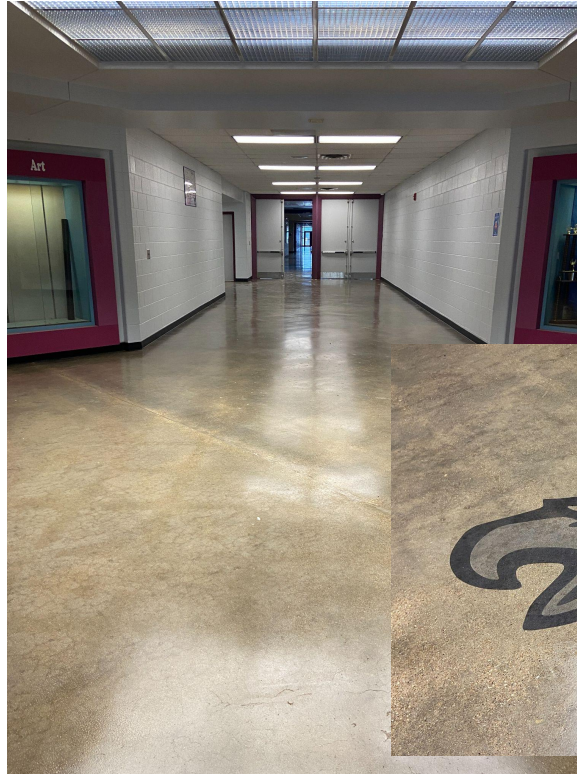
- ✓ Scope to budget and schematic design complete
- ✓ Approved STB and is well within budget
- ☐ Design Development 75% complete
- ☐ Santa Rita Drive/Parking construction underway - 99% complete
- ☐ Total project completed summer 2028



PKGO9: MS Renovations Group C

San Jacinto & Abell Middle Schools

- ✓ Initial Site Surveys, STB Submittal and Schematic Design underway (25%)
- ✓ Geotechnical borings complete at both sites
- ☐ Abell annex building construction will start soon. Completion by January 2026 return to school
- ✓ Abell flooring is completed
- ☐ Full project completion by fall 2028



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PKG10: ES Reno Group C

Bonham. Burnet, Fannin & Henderson Elementary Schools

Midland Alternative Program and Coleman High

- ✓ Chapman Harvey Architects (Lubbock) selected last month
- ✓ Initial Site Surveys last week
- ☐ Scope to budget submittal and Schematic Design beginning
- ☐ Full project targeting completion by fall 2028

PKG11: ES Reno Group C

Pease, Rusk, Bowie, Greathoue, Jones and Milam Elementary Schools

- Recommending Vandergriff Group Architects (Midland) tonight
- Site visits and scoping walk throughs currently being scheduled
- Full project targeting completion by Fall 2028



B. Strategic Plan Quarterly Update
Presenter: Cyndi Pyles

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Cyndi Pyles, Executive Director of School Leadership

Subject: Strategic Plan Quarterly Update

District Report

Executive Summary:

Presenting quarterly report to Board of Trustees regarding year three implementation of Midland ISD's Strategic Plan and Strategic Plan Oversight Committee (SPOC). Report will include updates regarding Strategic Plan Initiatives, Initiative Owners, Success Metrics, and alignment to updated Board Goals.

Contact Person:

Cyndi Pyles, Executive Director of School Leadership

Jasmine Huerta, Communications Specialist

STRATEGIC PLAN

OVERSIGHT COMMITTEE



Quarterly Board Update

July 29, 2025

Cyndi Pyles
Executive Director of School Leadership



Vision: Educating the Future with Excellence
Mission: All students will graduate college, career, or military ready.

BOARD GOALS

Goal A

All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades prekindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Goal B

The District and all Campuses maintaining a B or above in Domain I of the Texas A-F Accountability System.

Goal C

100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.

Goal D

All students will be taught each day by a high-quality teacher who is rigorously coached and regularly evaluated specifically on meeting the Board's adopted Student Outcome Goals in BQ(LOCAL), and delivering instruction aligned with the Texas Essential Knowledge and Skills (TEKS).



STRATEGIC PLAN

STUDENT EXPERIENCE

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

GROW AND 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.

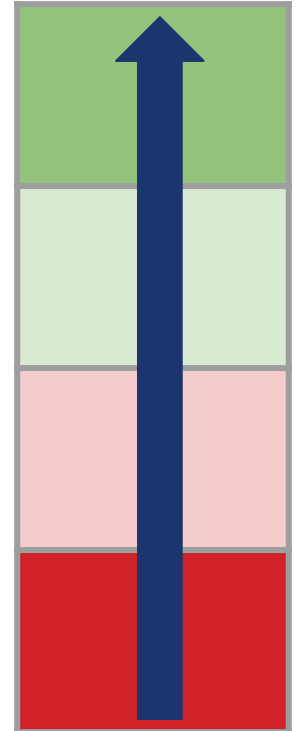


Year 3

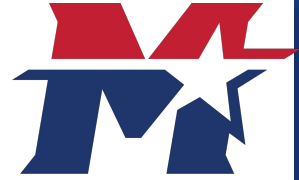
Strategic Plan & Strategic Plan Oversight Committee (SPOC)

Consistency in SPOC Process:

- Maintains Momentum with Monthly Reports
- Ensures Accountability for Initiative Owners and Executive Sponsors
- Provides Current and Relevant Progress Tracking



New in Year 3



Task		On Schedule
1.	Consolidated Initiatives and Reduced Overall from 28 to 24	
2.	Assigned Initiative Owners and Executive Sponsors	
3.	Updated Metrics to Align with Board Policy and Goals	
4.	Timeline Finalized for 25-26 SPOC Meetings	

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What Happens in a SPOC Meeting?

- Initiative Owners Focus on Actions, Solutions, and Upcoming Work
- Presentations Do Not Exceed 10 Minutes
- A Timer is Utilized
- SPOC Provides Feedback
- Notetaker Records Feedback

SPOC Votes: Green, Yellow, or Red

**ON TRACK;
NO FURTHER UPDATE NEEDED AT THIS TIME**

ON TRACK; BUT AREA(S) NEED TO UPDATE SPOC AT SPECIFIED DATE

NOT ON TRACK; PRESENT ALL AREAS TO SPOC AT SPECIFIED DATE

STUDENT EXPERIENCE

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

Example of Initiative Consolidation

STRATEGIC PLAN PILLAR: STUDENT EXPERIENCE

STRATEGIC PLAN GOAL 4: 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.

YEARS 1-2:

INITIATIVE 4.1: Assess and evaluate the effectiveness of discipline strategies and support systems, implementing impactful leadership practices to maximize influence and drive better outcomes, while making necessary adjustments to ensure continuous improvement. **SCHOOL LEADERSHIP**

INITIATIVE 4.2: Develop and implement clear behavior and discipline expectations to empower teachers to better manage classrooms and promote academic engagement. **GUIDANCE AND COUNSELING**

YEAR 3 CONSOLIDATED

4.1: Implement and evaluate the effectiveness of campus and classroom discipline strategies and support systems, implementing impactful leadership practices while making necessary adjustments to ensure continuous improvement. **SCHOOL LEADERSHIP**

STUDENT EXPERIENCE

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

Next: Determine Metrics

STRATEGIC PLAN PILLAR: STUDENT EXPERIENCE

STRATEGIC PLAN GOAL 4: 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.

YEAR 3 CONSOLIDATED

4.1: Implement and evaluate the effectiveness of campus and classroom discipline strategies and support systems, implementing impactful leadership practices while making necessary adjustments to ensure continuous improvement.

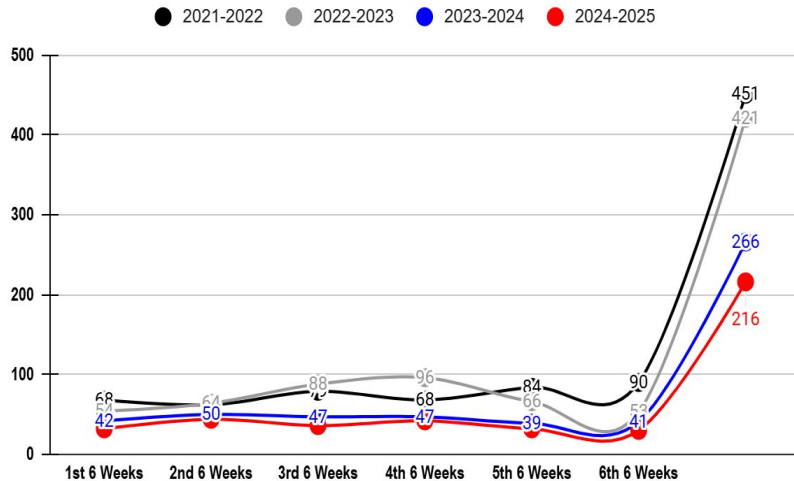
SCHOOL LEADERSHIP

METRICS TO DETERMINE PROGRESS

- Consistent discipline practices in place- *School Wide Evaluation Tool (SET)*
- Reduce aggressive behaviors across campuses- *Discipline Offense Totals*

4.1 Metric Update Example

41- Fighting/Mutual Combat | # of Occurrences District Wide



MISD continues to see a decline in year over year mutual combats. In SY 2024-2025, 216 mutual combats occurred compared to 2021-2022 with 451.

- 51% Decline since 2021-2022 School Year
- 18% Decline from 2023-2024 School Year

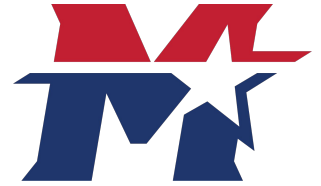
1a. Progress Update: Consistent discipline practices in place, alignment across leadership and district on protocols and expectation

School Wide Evaluation Tool (SET) 23-24 SY Findings			School Wide Evaluation Tool (SET) 24-25 SY Findings		
Campuses at Fidelity	Campuses with an overall implementation average or expectations taught average of 80%	Campuses with an overall implementation average or expectations taught average of less than 80%	Campuses at Fidelity	Campuses with an Overall Implementation average or Expectations Taught Average of 80%	Campuses with an overall implementation average or expectations taught average of less than 80%
Bowie Bush CHS ECHS Emerson Fannin Greathouse Henderson Long Parker Pease Santa Rita Scharbauer South Yarbrough	Abell JH Alamo JH DeZavala Fasken Franks Jones LHS MFHS MHS	Bonham Burnet LFHS Rusk San Jacinto	Abell Bonham Bowie Jones Burnet Bush CHS ECHS Emerson Fannin Franks Greathouse Henderson LFHS Long Parker Pease Rusk Santa Rita Scharbauer South Yarbrough	Alamo JH Fasken LHS MFHS MHS San Jacinto	DeZavala (70/58.8) Bunche (70/70.1) Goddard (70/55.5)
					(*Year 1, Baseline Data)

40% increase from School Year 23-24 with campuses at Fidelity on School Wide Evaluation Tool (SET) to measure MTSS-B implementation



Conclusion



Upcoming Deliverables	Target Date for Completion
SPOC Meeting 1 for 2025-2026 SY	August 21, 2025
Quarterly Update	October 2025
Quarterly Update	January 2026
Quarterly Update	April 2026
Quarterly Update	July 2026



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Tucker Durham, Chief Financial Officer

Subject: Tax Collection & Property Value Report

District Report

Executive Summary

Annually, the district will provide the Board of Trustees with a report on current and delinquent tax collections provided by MVBA and an update on certified values. This will provide stakeholders with a high-level overview of trends and how they have changed over time.

MVBA is the district delinquent tax attorneys who work with taxpayers that have defaulted on their property tax obligations to mitigate the outstanding balance due to all taxing entities. Delinquent tax attorneys have no direct cost to the district, as the delinquent taxpayer is responsible for paying the additional fees on top of their outstanding property tax obligations. The district has been represented by MVBA since 1981. Current and delinquent taxes are a main factor in the recapture calculation and are the largest revenue source for the district. The Chief Appraiser for Midland County will provide an overview of the certified values for tax year 2025, which will support the 2025-26 budget.

Contact Person

Tucker Durham, Chief Financial Officer

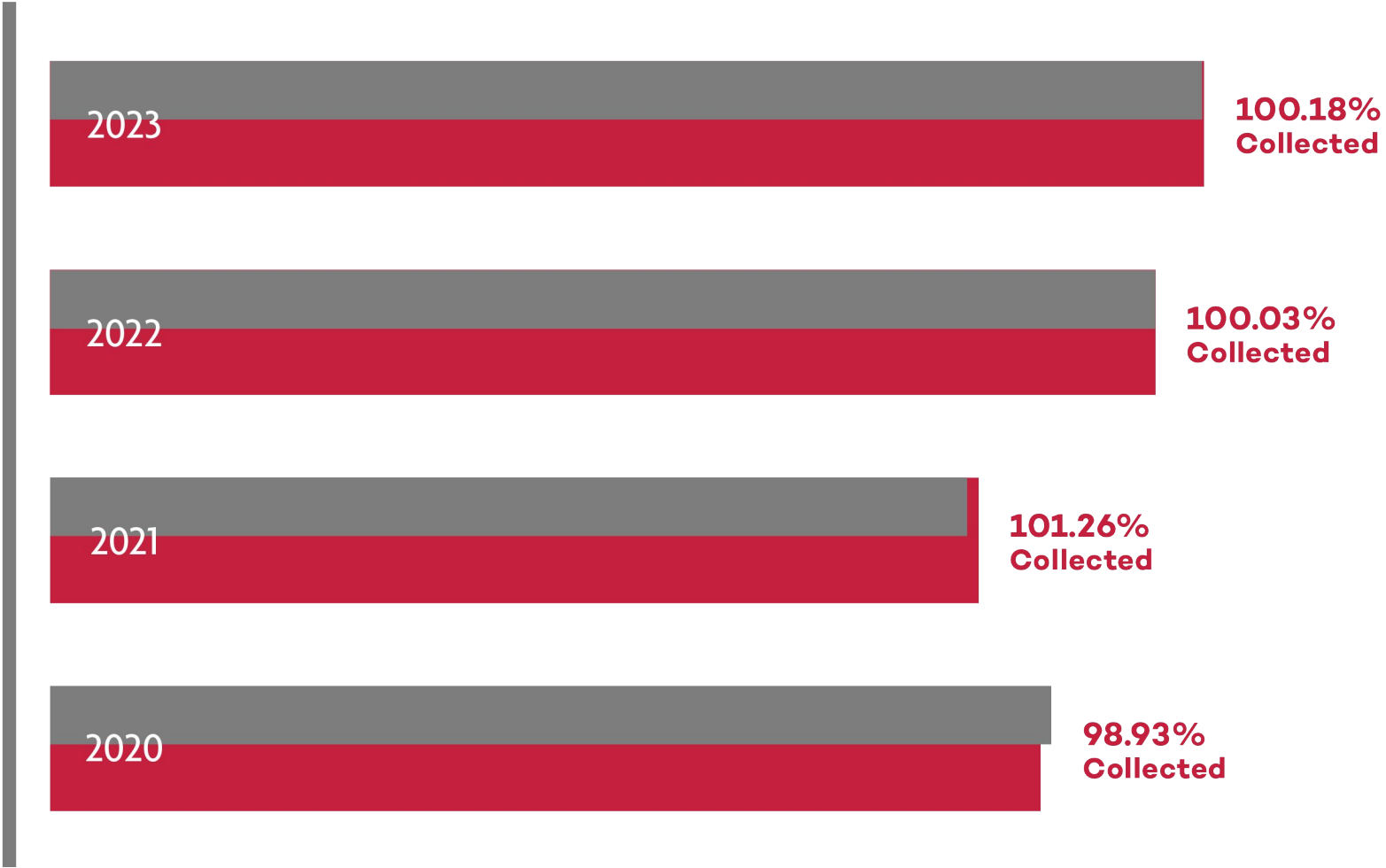
A large, stylized graphic of a pair of scales of justice, rendered in white and light gray, serves as the background for the page. The scales are positioned centrally, with the pans extending outwards and upwards. The central pillar and the curved beams are prominent features.

mvba

**Midland Independent
School District Delinquent
Tax Collections Report**

McCreary Veselka Bragg & Allen PC Attorneys at Law

Total Revenue from Tax Collections



Total Revenue from Tax Collections

Tax Year	Fiscal Year Ending	Adjusted Tax Levy	Total Current & Delinquent Collections	Penalty & Interest Collected	Total Revenue from Tax Collections	Cumulative % Collected
2023	6/30/24	\$427,683,319	\$425,879,478	\$2,594,350	\$428,473,828	100.18%
2022	6/30/23	\$410,299,967	\$407,750,275	\$2,663,818	\$410,414,093	100.03%
2021	6/30/22	\$340,525,863	\$341,976,975	\$2,843,178	\$344,820,153	101.26%
2020*	6/30/21	\$371,768,981	\$365,236,632	\$2,546,752	\$367,783,384	98.93%

*The original 2020 tax levy was \$366,882,320. There were supplements which added \$4,886,661 to the 2020 tax levy resulting in an adjusted tax levy of \$371,768,981. Based on the original tax levy for 2020 the percent collected was 100.25%

Excess Proceeds

Excess Proceeds Recovered

\$750,521

2019	2020	2021	2022	2023	2024
\$69,917	\$18,134	\$409,373	\$27,161	\$184,113	\$41,823

Cumulative Tax Collections

As of June 30, 2025

Tax Year	Adjusted Tax Levy	Cumulative Collection	Tax Remaining Due	Cumulative Percent Collected
2023	\$427,683,319	\$424,203,344	\$3,479,975	99.19%
2022	\$410,299,967	\$409,072,296	\$1,227,671	99.70%
2021	\$340,525,863	\$339,653,512	\$872,351	99.74%
2020	\$371,768,981	\$371,152,501	\$616,480	99.83%

Delinquent Tax Collections by MVBA

As of June 30, 2025

Tax Year	July 1 Original Delinquency	Cumulative Delinquent Tax Collections	Tax Remaining Due	Cumulative Percent Collected	Months of Collection Activity
2023	\$8,282,744	\$4,802,769	\$3,479,975	57.99%	12
2022	\$8,764,366	\$7,536,695	\$1,227,671	85.99%	24
2021	\$8,817,886	\$7,945,535	\$872,351	90.11%	36
2020	\$13,068,778	\$12,452,298	\$616,480	95.28%	48

Delinquent Property Tax Collection Activity

July 1, 2023 through June 30, 2025

	Total Notices Mailed	67,632 Notices	204,632 Properties
	District Court Suits	726 Suits	1,233 Properties
	Judgments	417 Judgments	563 Properties
	Mineral Notices	774 Notices	5,431 Properties
	Tax Warrants	189 Warrants	3,007 Properties

Delinquent Property Tax Collection Activity

July 1, 2023 through June 30, 2025

Tax Sales

Date of Sale	Properties Posted for Sale	Properties Paid/Withdrawn	Properties Sold to Third Parties	Properties Bid into Trust	Trust Properties Resold
September 5, 2023	22	18	4		
December 5, 2023	20	17	3		
March 5, 2024	25	21	4		
June 4, 2024	16	14	2		
October 1, 2024	26	23	3		
December 3, 2024	25	24	1		
March 4, 2025	35	34	1		
June 3, 2025	34	32	2		
TOTALS	203	183	20		

Bankruptcy Litigation

July 1, 2023 through June 30, 2025

Type	Number of Bankruptcies	Number of Properties
Notices of Appearance	65	122
Proofs of Claim	51	196
Objections to Plan	5	11



mvba Going Further...

Midland Independent School District

Services Include:

Delinquent Property Tax Collections

Appraisal District Litigation

Court Fines & Fees Collections

Bankruptcy Claims

Property Value Studies/Taxable Value Audits For School Districts

mvba

McCreary Veselka Bragg & Allen PC
Attorneys At Law

Attorneys

John O'Connell, Attorney
Mike Parker, Attorney

Satellite Office

4631 Andrews Highway
Midland, Texas 79703
432-699-3859

Main Office

700 Jeffrey Way, Ste. 100
Round Rock, TX 78665

Overview of Central Appraisal Districts

- **Centralized Appraisal District Concept** formulated by 66TH Texas Legislature in **1979, Senate Bill No. 621 (“Peveto Bill”)**
- Funding began in January 1981
- First appraisal roll due in July 1982
- **TEXAS CONSTITUTION PRINCIPLES TO PROPERTY TAX SYSTEM**
- Taxation must be equal and uniform
- Property must be valued at full market value
- All property is taxable unless exempt by federal law or state constitution
- Property may not be valued above its market value
- All property in county must receive single appraisal
- Single ARB for each Appraisal District

Administration of Property Tax System

Agencies and Officials

Taxing Units

- Governing Body
- Tax Assessor/Collector

Appraisal District

- Board of Directors
- Chief Appraiser
- Appraisal Review Board

State Agencies

- Comptroller of Public Accounts
- Texas Department of Licensing and Regulation
- Texas Education Agency

Appraisal District Functions

- Appraise Property at its market value as of January 1st
- Maintain ownership
- Administer Exemptions
 - Residence Homestead Exemption 11.13
 - Residence Homestead of 100% Total Disabled Veteran 11.131 (many others)
 - Disabled Veteran 10-100% (does not have to be homestead) 11.22
 - Elderly (over-65) and Disabled Homestead Limitation of School Tax 11.26
 - Charitable Exemption 11.18
 - Low Income Housing 11.1825
 - Religious Organization 11.20
 - Disaster Exemption 11.35
- Apply Special Use Valuations
- Produce a Certified Appraisal Roll Timely (July 25). This was completed for the first time in over a decade this year.

Historical Property Values

3 Year Valuation Outcome				
<i>Year</i>	<i>Property County</i>	<i>Total Market Value</i>	<i>Taxable Value</i>	<i>Percentage Growth</i>
2024	421,838	\$58,094,244,156	\$51,245,528,966	0.874545645
2023	409,195	\$62,449,474,388	\$58,596,745,965	1.144708985
2022	334,532	\$54,646,602,284	\$51,189,207,665	

Certified Tax Year 2025 Property Values

Current Year Growth				
<i>Year</i>	<i>Property County</i>	<i>Total Market Value</i>	<i>Taxable Value</i>	<i>Percentage Growth</i>
2025	445,539	\$64,776,659,206	\$55,248,504,422	1.078113653

Outlook for 2026

There are several new procedures going into place for 2026 to help comply with the Property Tax Code and Comptroller Rule requirements regarding MAPS.

- Updated Policies and Procedures
- Additional Staff Training
- Updated Appraisal and Collections Software
- Full coverage inspections in coordination with the 2025-2026 Reappraisal Plan
- Utilizing software in place to update ownership and mapping records timely
- Implementing property owner friendly payment options (multiple account payment ability)

Midland ACD Working for You

I am looking forward to working with Midland ISD and continuing to build a productive working relationship

Michelle L Berdeaux, RPA, RTA, CTA, CCA

Chief Appraiser

Midland Central Appraisal District

D. Report on Projected Accountability Ratings, School Improvement, System of Great Schools, and School Action Fund
Presenter: Dr. Stephanie Howard

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented by: Dr. Stephanie Howard

Subject: Timeline for the District to Provide District and Campus Accountability Ratings and any School Improvement Requirements as a Result of the 2025 Ratings No Later than September 1

District Report

Financial Impact

N/A

Executive Summary

Dr. Howard will provide the timeline for reporting district and campus accountability ratings and any required school improvement requirements as applicable.



Projected Accountability Ratings, Systems of Great Schools, and School Action Fund

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Accountability Ratings Reporting Calendar

August 13 – 2024 and 2025 accountability ratings available in TEAL

August 14 – 2024 and 2025 ratings shared with the School Board and campus leadership

August 15 – 2024 and 2025 ratings released to the public; each campus will send parents a letter with their campuses official rating

August 26 – 2025 Official Accountability presentation to the School Board

2025 Accountability Projections

Subject to Change

Campus	2024	2025 Projected
EARLY COLLEGE H S AT MIDLAND COLLEGE	A	A
CARVER CENTER	A	A
YOUNG WOMEN'S LEADERSHIP ACADEMY	A	A
SAM HOUSTON COLLEGIATE PREPARATORY EL	C	A ↑
JAMES BOWIE FINE ARTS ACADEMY	B	B
BUSH EL	B	B
GREATHOUSE EL	B	B
PARKER EL	B263	B

2025 Accountability Projections

Subject to Change

Campus	2024	2025 Projected
BARBARA FASKEN EL	B	B
SANTA RITA EL	B	B
VIOLA M COLEMAN H S	C	B ↑
SCHARBAUER EL	C	B ↑
BONHAM EL	D	B ↑
Rusk	A	B
MILAM EL	B	C
FANNIN EL	B ²⁶⁴	C

2025 Accountability Projections

Subject to Change

Campus	2024	2025 Projected
GENERAL TOMMY FRANKS EL	B	C
HENDERSON EL	F	C ↑
EMERSON EL	C	C
LAMAR EL	B	C
PEASE COMMUNICATIONS/TECHNOLOGY ACADEMY	B	C
SAN JACINTO J H	C	C
MIDLAND FRESHMAN H S	C	C
BARBARA YARBROUGH EL	C265	C

2025 Accountability Projections

Subject to Change

Campus	2024	2025 Projected
LEGACY H S	D	C ↑
MIDLAND H S	D	C ↑
Burnet	C	C
IDEA TRAVIS ACADEMY	D	D
DE ZAVALA EL	F	D ↑
LONG EL	D	D
ABELL J H	F	D ↑
JONES EL	D266	D

2025 Accountability Projections

Subject to Change

Campus	2024	2025 Projected
RALPH BUNCHE EL	F	D ↑
LEGACY FRESHMAN H S	D	D
GODDARD J H	F	D ↑
Alamo JH	D	D
SOUTH EL	B	F
Midland ISD	C	C

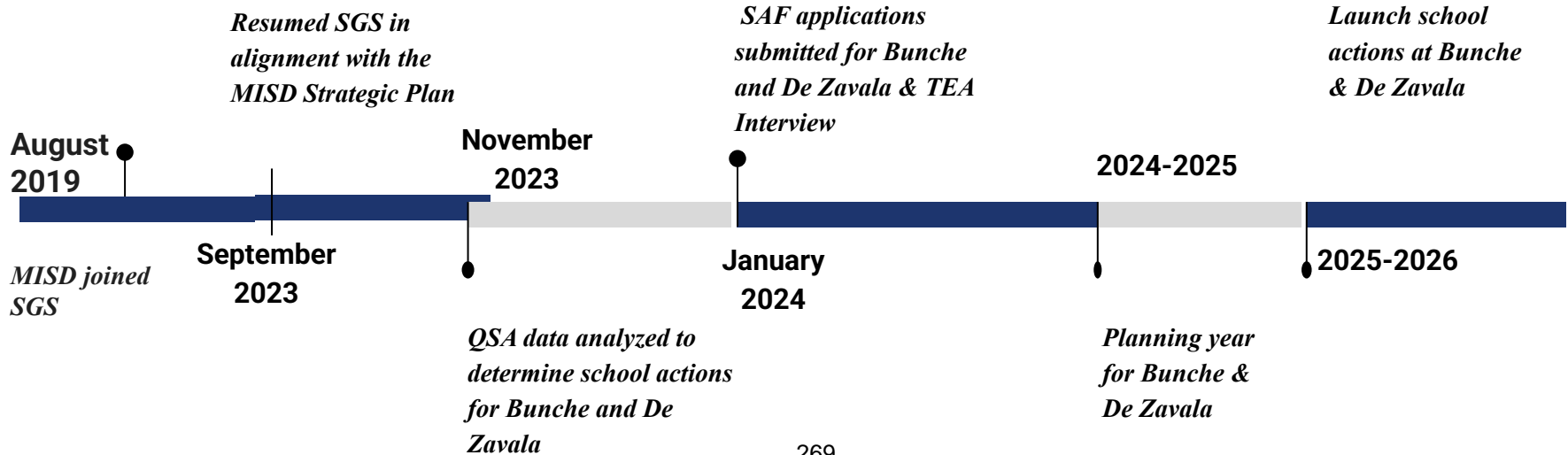
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Senate Bill 1365 Accountability System Impact

A-F Chain

# of Consecutive Years of Academically Unacceptable	Campus Name
5	
4	
3	Bunche, De Zavala
2	
1	Alamo, Goddard, Abell, Jones, South, Long

System of Great Schools



Purpose

School actions are **whole-school strategies** districts use to increase access to high-quality schools by meeting community needs an/or addressing chronic underperformance.

The 4 school actions that TEA supports are:

- Restart an existing school
- Create a new school
- Reassign students to high performing campuses after school closure
- Redesign an existing school

Eligibility

Eligibility

Title 1
and
Federal Accountability
Designation:

- CSI
- TSI
- Not ATS

Not previously awarded SAF, since 2019-2020

Best Fit For

Districts interested in:

- transforming **campus and district systems** to enable better student experiences.
- Dramatically improving for **chronically underperforming campuses**.
- Creating **new school options** for families.
- **Integrating multiple strategies** such as HQIM, RBIS, and new academic and staffing models.

Specific school models (College and Career Prep at Bunche and STEM at De Zavala) were chosen from eligible SAF models based on local community input and need. Different models are selected every year by TEA. STEM, College & Career Prep, and ADSY were offered for the 2022-2023 school year.

Board Reporting Calendar 2025-2026

Board Members Authority: Reports, Presentation, and Calendar BBE(LOCAL)		
Month	Board Reports and Presentation	Description
Presentation: August 26 Report: Released by August 1	Goal A (Exhibit 2)	The Board will be presented with data on all students, including students identified with dyslexia, who are performing at or above grade level on STAAR assessments from third grade through graduation, or on an equivalent end-of-year assessment in grades prekindergarten through second grade. Student performance data will be disaggregated as required by state and federal law.
Presentation: August 26 Report: Released by August 1	Annual STAAR Report and Board Presentation (Exhibit 4)	The Board will be presented with the percentage of students performing at or above grade level.
Presentation: August 26 Report: Released by August 17	Goal B (Exhibit 5)	The Board will be presented with the percentage of campuses earning a rating of B or higher in Domain 1, with the goal of increasing that percentage from % to % by 2030.
Presentation: August 26	Goal C (Exhibit 3)	The Board will be presented with the percentage of students graduating college, career, or military ready (CCMR), with a focus on indicators such as SAT, ACT, ASVAB, and industry-based certifications (IBCs). The goal is to increase the CCMR rate from 91.8% to 100% by 2030.
Presentation: October 23	School Action Fund Initiatives	The Board will be presented with the district's Quality School Analysis, along with an update on School Actions. School Actions are comprehensive, campus-wide strategies designed to expand access to high-quality schools, meet community needs, and address chronic underperformance. Supported by the School Action Fund, these strategies may include: -Restarting a struggling school -Creating a new school -Reassigning students to a higher-performing school -Redesigning an entire school
Presentation: November 18	Goal D	The Board will be presented with the percentage of students who are taught each day by a high-quality teacher who rigorously coached and regularly evaluated specifically on meeting the Board's adopted Student Outcome Goals, and delivering instruction aligned with the TEKS.
Presentation: January 20	Goal A (Exhibit 1)*	The Board will be presented with data on all students, including students identified with dyslexia, who are performing at or above grade level on STAAR assessments from third grade through graduation, or on an equivalent end-of-year assessment in grades prekindergarten through second grade. Student performance data will be disaggregated as required by state and federal law.
Presentation: June 23	Preliminary STAAR Performance Report	271 The Board will be presented with preliminary summary of STAAR scores.



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9. Action Items

A. Discussion of and Request for Approval of 2025-2026 District Improvement Plan
Presenter: Erin Bueno

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented by: Erin Bueno, Chief Academic Officer

Subject: Discussion of and Request for Approval of the 2025-2026 District Improvement Plan

Action Item

Financial Impact

N/A

Strategic Plan Goals/Board Academic Goals

Board Goals A-D

Executive Summary

In compliance with Board Policy BBE (Legal), the Board of Trustees is required to approve the district's goals and performance objectives on an annual basis.

The District Improvement Plan (DIP) serves as a strategic framework that directs the work of the district and campuses in addressing the highest-priority needs identified through the Comprehensive Needs Assessment (CNA). It includes clearly defined, measurable goals and aligned performance objectives aimed at enhancing student achievement and overall system performance.

A strong DIP promotes coherence, alignment, and shared purpose throughout the organization. It ensures that both instructional and operational efforts are strategically coordinated and executed with fidelity, supporting the district's commitment to sustained improvement and accountability.

Recommendation

Administration recommends approval of the 2025-2026 District Improvement Plan.

Contact Person

Erin Bueno

Enclosure

Midland Independent School District

District Improvement Plan

2025-2026 Goals/Performance Objectives/Strategies



Public Presentation Date: July 29, 2025

Mission Statement

All Students will Graduate College, Career, or Military Ready.

Table of Contents

Goals 3

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law. . . . 3

Goal 2: Board Goal B: The District and all Campuses maintaining a B or above in Domain I of the Texas A-F Accountability System. 42

Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications. 44

Goal 4: Board Goal D: All students will be taught each day by a high-quality teacher who is rigorously coached and regularly evaluated specifically on meeting the Board's adopted Student Outcome Goals in BQ(LOCAL), and delivering instruction aligned with the Texas Essential Knowledge and Skills (TEKS). 52

Goals





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 1: The percentage of PreK students performing at grade level in ELAR will increase from 86% to 87% by June 2026. The percentage of PreK students performing at grade level in Math will increase from 92 % to 92% by June 2026.

HB3 Goal

Evaluation Data Sources: CLI

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: PreK staff & School Leadership</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on early literacy/math skills.</p> <p>Strategy's Expected Result/Impact: Increase the percentage of students reading at grade level.</p> <p>Staff Responsible for Monitoring: ED of T&L and RTI/MTSS Coordinator</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Strategy's Expected Result/Impact: Increase the % of students performing at grade level.</p> <p>Staff Responsible for Monitoring: T&L, Principal Supervisors, and OC staff.</p> <p>Equity Plan</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes across the district.</p> <p>Staff Responsible for Monitoring: Principal Supervisors</p> <p>Problem Statements: Demographics 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 5 Details	Reviews			
<p>Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.</p> <p>Strategy's Expected Result/Impact: Provide immediate intervention to struggling students and refer students with potential learning disabilities for testing.</p> <p>Staff Responsible for Monitoring: RTI/MTSS Coordinator</p> <p>Problem Statements: Demographics 1</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				

Performance Objective 1 Problem Statements:

Demographics
<p>Problem Statement 1: While Midland ISD has made progress in several key areas, achievement and participation gaps persist among specific student groups, particularly emergent bilinguals, students with disabilities, and economically disadvantaged students. Root Cause: Inconsistency in the delivery of high-quality Tier I instruction across a number of campuses, as well as a lack of fidelity in the use of bilingual instructional platforms and resources designed to support language acquisition and content mastery for emergent bilingual students.</p>

Student Learning

Problem Statement 1: Gaps remain in academic performance and growth, particularly among emergent bilinguals, students with disabilities, and economically disadvantaged students. Many students are not consistently meeting grade-level expectations on state assessments or demonstrating sufficient progress toward college, career, and military readiness. **Root Cause:** Lack of high-quality Tier I instruction and limited accountability for instructional practices at some campuses.





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 2: The percentage of Kinder students performing at grade in ELAR will increase from 67 % to 69 % by June 2026. (mCLASS)
 The percentage of Kinder students performing at grade in ELAR will increase from % to % by June 2026.(iREADY)
 The percentage of Kinder students performing at grade level in Math will increase from % to % by June 2026. (iREADY)

HB3 Goal

Evaluation Data Sources: mCLASS & iREADY

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: T&L, Principal Supervisors.</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on early literacy/math skills.</p> <p>Strategy's Expected Result/Impact: Increase the percentage of students performing at grade level.</p> <p>Staff Responsible for Monitoring: T&L, Principal Supervisors, and RTI/MTSS coordinator</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Strategy's Expected Result/Impact: Increase students' outcomes & enhance the quality of instruction.</p> <p>Staff Responsible for Monitoring: T&L, Principal Supervisors, and OC staff.</p> <p>Equity Plan</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes across all sub-pops.</p> <p>Staff Responsible for Monitoring: Principal Supervisors</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 5 Details	Reviews			
<p>Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.</p> <p>Strategy's Expected Result/Impact: Provide intervention for struggling students and refer students with potential learning disabilities for testing.</p> <p>Staff Responsible for Monitoring: RTI/MTSS Coordinator</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				

Performance Objective 2 Problem Statements:

Student Learning
<p>Problem Statement 1: Gaps remain in academic performance and growth, particularly among emergent bilinguals, students with disabilities, and economically disadvantaged students. Many students are not consistently meeting grade-level expectations on state assessments or demonstrating sufficient progress toward college, career, and military readiness. Root Cause: Lack of high-quality Tier I instruction and limited accountability for instructional practices at some campuses.</p>





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 3: The percentage of 1st grade students performing at grade in ELAR will increase from 64% to 67% by June 2026. (mCLASS)
 The percentage of 1st grade students performing at grade in ELAR will increase from % to % by June 2026. (iREADY)
 The percentage of 1st grade students performing at grade level in Math will increase from % to % by June 2026.

HB3 Goal

Evaluation Data Sources: mCLASS % iREADY

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: T&L, Principal Supervisors, and the School Improvement department.</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on early literacy/math skills.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Performance Objective 3 Problem Statements:

Student Learning
<p>Problem Statement 1: Gaps remain in academic performance and growth, particularly among emergent bilinguals, students with disabilities, and economically disadvantaged students. Many students are not consistently meeting grade-level expectations on state assessments or demonstrating sufficient progress toward college, career, and military readiness. Root Cause: Lack of high-quality Tier I instruction and limited accountability for instructional practices at some campuses.</p>





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 4: The percentage of 2nd grade students performing at grade in ELAR will increase from 63% to % by June 2026. (mCLASS)
 The percentage of 2nd grade students performing at grade in ELAR will increase from % to % by June 2026. (iREADY)
 The percentage of 2nd students performing at grade level in Math will increase from % to % by June 2026.

HB3 Goal

Evaluation Data Sources: mCLASS & iREADY

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 2nd Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on early literacy/math skills.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 5: The percentage of 3rd-grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 42% to 44% by June 2026.

The percentage of 3rd-grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 40% to 42% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 3rd Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on early literacy/math skills.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> No Progress</div> <div style="text-align: center;"> Accomplished</div> <div style="text-align: center;"> Continue/Modify</div> <div style="text-align: center;"> Discontinue</div> </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 6: The percentage of 4th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 47% to 49% by June 2026.

The percentage of 4th-grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 48% to 50% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 4th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on literacy/math skills.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 7: The percentage of 5th-grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 48% to 50% by June 2026.

The percentage of 5th-grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 43 % to 45% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 5th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on literacy/math skills.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June





Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 8: The percentage of 5th-grade students who score Meets Grade Level Performance or above on the Science STAAR assessment will increase from 27% to 30% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 5th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed small group instruction focused on science skills.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 9: The percentage of 6th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 51% to 53% by June 2026.

The percentage of 6th -grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 43 % to 45% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 6th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on reading/math skills through a tightly monitored implementation plan executed by the Chief Academic Officer and Deputy Superintendent.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 10: The percentage of 7th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 42% to 44% by June 2026.

The percentage of 7th -grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 13% to 40% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 7th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on reading/math skills through a tightly monitored implementation plan executed by the Chief Academic Officer and Deputy Superintendent.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 11: The percentage of 8th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 45% to 47% by June 2026.

The percentage of 8th -grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 34% to 36% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 8th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on reading/math skills through a tightly monitored implementation plan executed by the Chief Academic Officer and Deputy Superintendent.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June





Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 12: The percentage of 8th -grade students who score Meets Grade Level Performance or above on the Science STAAR assessment will increase from 33% to 35% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 8th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on science skills through a tightly monitored implementation plan.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June





Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 13: The percentage of 8th -grade students who score Meets Grade Level Performance or above on the Social Studies STAAR assessment will increase from 17% to 35% by June 2026.

Evaluation Data Sources: STAAR

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: 8th Grade</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on social studies skills through a tightly monitored implementation plan.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and STAAR achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 14: The percentage of English I students who score Meets Grade Level Performance or above on English I EOC EXAM will increase from 36% to 39% by June 2026.

The percentage of English I students who score Meets Grade Level Performance or above on English I EOC EXAM will increase from 46% to 49% by June 2026. (First-time testers)

Evaluation Data Sources: STAAR/EOC

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: English I</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on English skills through a tightly monitored implementation plan.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and EOC achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;"> <div data-bbox="466 284 661 332">  No Progress </div> <div data-bbox="766 284 982 332">  Accomplished </div> <div data-bbox="1081 284 1333 332">  Continue/Modify </div> <div data-bbox="1438 284 1627 332">  Discontinue </div> </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 15: The percentage of English II students who score Meets Grade Level Performance or above on English II EOC EXAM will increase from 42% to 44% by June 2026.

The percentage of English II students who score Meets Grade Level Performance or above on English II EOC EXAM will increase from 50% to 52% by June 2026. (First-time testers)

Evaluation Data Sources: STAAR/EOC

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: English II</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on English skills through a tightly monitored implementation plan.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and EOC achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				





Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 16: The percentage of Algebra I students who score Meets Grade Level Performance or above on the Algebra I EOC EXAM will increase from 31% to 35% by June 2026.

The percentage of Algebra I students who score Meets Grade Level Performance or above on the Algebra I EOC EXAM will increase from 36% to 39% by June 2026. (First time testers)

Evaluation Data Sources: STAAR/EOC

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: Algebra I</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on Algebra I skills through a tightly monitored implementation plan executed by the Chief Academic Officer and Deputy Superintendent.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and EOC achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June





Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;"> <div data-bbox="466 284 661 332">  No Progress </div> <div data-bbox="766 284 982 332">  Accomplished </div> <div data-bbox="1081 284 1333 332">  Continue/Modify </div> <div data-bbox="1438 284 1627 332">  Discontinue </div> </div>				

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 17: The percentage of Biology students who score Meets Grade Level Performance or above on the Biology EOC EXAM will increase from 54% to 56 % by June 2026.

Evaluation Data Sources: STAAR/EOC

Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: Biology</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on Biology skills through a tightly monitored implementation plan.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and EOC achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June





Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 18: The percentage of U.S. History students who score Meets Grade Level Performance or above on the U.S. History EOC EXAM will increase from 59% to 61% by June 2026.

Evaluation Data Sources: STAAR/EOC





Strategy 1 Details	Reviews			
<p>Strategy 1: The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction district-wide.</p> <p>Strategy's Expected Result/Impact: Increase student outcomes.</p> <p>Staff Responsible for Monitoring: U.S. History</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement intentional, data-informed instruction focused on U.S. History skills through a tightly monitored implementation plan.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: The Teaching & Learning Department, Leadership Department, Opportunity Culture Department, campus administrators, and teachers will implement Teach Like a Champion techniques to support instructional alignment by embedding high-impact, research-based practices into daily instruction that align with district curriculum and lesson design expectations.</p> <p>Equity Plan</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Implement and maintain campus-level performance dashboards that highlight subgroup performance trends in Domain 3 indicators and EOC achievement levels, providing principals and principal supervisors with actionable data.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
Strategy 5: Partner with campus-based MTSS and leadership teams to refine systems of support for students who are not meeting grade-level expectations, ensuring subgroup-specific needs are addressed early and systematically.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 19: Enhance the fidelity of bilingual instructional platforms and resources to support language acquisition and content mastery for emergent bilingual students, increasing their performance level by 20%.

Evaluation Data Sources: TELPAS Scores

Strategy 1 Details	Reviews			
<p>Strategy 1: Offer targeted training sessions for teachers on the effective use of bilingual instructional platforms, ensuring they are equipped to integrate these tools into their daily instruction.</p> <p>Problem Statements: Demographics 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Implement a monitoring system to track the usage and impact of bilingual resources on student performance, providing regular feedback to teachers and administrators.</p> <p>Problem Statements: Demographics 1</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				





Performance Objective 19 Problem Statements:

Demographics
<p>Problem Statement 1: While Midland ISD has made progress in several key areas, achievement and participation gaps persist among specific student groups, particularly emergent bilinguals, students with disabilities, and economically disadvantaged students. Root Cause: Inconsistency in the delivery of high-quality Tier I instruction across a number of campuses, as well as a lack of fidelity in the use of bilingual instructional platforms and resources designed to support language acquisition and content mastery for emergent bilingual students.</p>

Goal 1: Board Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre-kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Performance Objective 20: Increase student performance by 20% in secondary mathematics to meet or exceed the state average by improving instructional practices and support structures.

Evaluation Data Sources: STAAR/EOCS

Strategy 1 Details	Reviews			
<p>Strategy 1: Offer ongoing, job embedded professional development for secondary mathematics teachers focused on effective instructional strategies, such as those from Teach Like A Champion, and require teachers to implement at least one new strategy per quarter to address specific learning gaps.</p> <p>Problem Statements: District Processes & Programs 1</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				

Performance Objective 20 Problem Statements:

District Processes & Programs
<p>Problem Statement 1: One critical area of concern is secondary mathematics and 8th-grade Social Studies, where student performance remains significantly below the state average. Root Cause: Secondary campuses are not fully utilizing district-developed instructional frameworks or engaging in ongoing professional learning with fidelity. This inconsistency weakens the impact of high-leverage strategies, such as Teach Like A Champion, and reduces the effectiveness of coaching and support structures.</p>

Goal 2: Board Goal B: The District and all Campuses maintaining a B or above in Domain I of the Texas A-F Accountability System.

Performance Objective 1: The percentage of campuses who score a B or higher in Domain 1 will increase from % to % by June 2026.


HB3 Goal

Evaluation Data Sources: TEA Accountability Report

Strategy 1 Details	Reviews			
Strategy 1: The Teaching & Learning Department will develop and facilitate professional learning aligned to effective instructional practices, including use of formative assessment, data-driven instruction, and lesson internalization.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
Strategy 2: Principal Supervisors will provide ongoing coaching and progress monitoring to ensure campus leaders implement high-quality Tier 1 instruction aligned to state standards and district curriculum expectations.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
Strategy 3: Principals will lead weekly instructional leadership team meetings focused on student achievement data, instructional planning, and targeted support for teachers based on formative assessment results.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
Strategy 4: Principals will ensure teachers use district-provided planning tools and unit assessments to guide instructional delivery, monitor progress toward mastery, and adjust instruction to meet the needs of all learners.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 5 Details	Reviews			
Strategy 5: The Teaching & Learning Department will provide exemplar lessons, student work protocols, and common assessments to strengthen alignment between curriculum, instruction, and assessment.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 6 Details	Reviews			
Strategy 6: Principal Supervisors will ensure all campuses implement structured intervention systems based on student data to address gaps and accelerate learning in tested subjects.	Formative			Summative
	Nov	Feb	Apr	June

 No Progress

 Accomplished

 Continue/Modify





 Discontinue

Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.

Performance Objective 1: The percentage of students graduating CCMR ready with a focus on SAT, ACT, ASVAB, and IBCs will increase from 91.8% to 100% by June 2026.

HB3 Goal

Evaluation Data Sources: TEA Accountability Report

Strategy 1 Details	Reviews			
<p>Strategy 1: Design and implement comprehensive, individualized CCMR readiness plans for all students beginning in 9th grade, with ongoing progress monitoring toward meeting SAT/ACT benchmarks, ASVAB performance standards, or successful completion of industry-based certifications.</p> <p>Strategy's Expected Result/Impact: Increase the % of students who are CCMR.</p> <p>Staff Responsible for Monitoring: Principal Supervisor, Collegiate Coaches, High School Counselors</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Provide all students, starting in 10th grade, with structured exposure to the ASVAB assessment and its associated career exploration resources, along with ongoing support to understand and utilize their results in future planning.</p> <p>Strategy's Expected Result/Impact: Increase the number of students taking the ASVAB and use for career decision making.</p> <p>Staff Responsible for Monitoring: Director- Guidance and Counseling, C3 Coordinator, ED CTE</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				





Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.

Performance Objective 2: By June 2026, the percentage of students earning a qualifying score on the SAT Reading or ACT English/Reading section by the end of their junior year will increase from [current percentage]% to [target percentage]% as measured by official test score reports.

HB3 Goal

Evaluation Data Sources: SAT/ACT





Strategy 1 Details	Reviews			
<p>Strategy 1: Advance Academics Department will develop and distribute SAT/ACT-aligned instructional resources and diagnostic tools, including practice tests, benchmark assessments, and intervention materials specific to Reading and English sections.</p> <p>Strategy's Expected Result/Impact: Increase SAT/ACT scores.</p> <p>Staff Responsible for Monitoring: AA, Campus Counselors.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Secondary Principal Supervisors will monitor campus-level SAT/ACT data trends and coach principals on the integration of college readiness standards into daily instruction and progress monitoring systems.</p> <p>Strategy's Expected Result/Impact: Increase SAT/ACT scores, prepare students for post-secondary opportunities.</p> <p>Staff Responsible for Monitoring: Principal Supervisors, AA</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: Campus Principals will lead the implementation of campus-based SAT/ACT readiness plans, ensuring instructional alignment in ELA classrooms and integration of test-prep strategies into core instruction.</p> <p>Strategy's Expected Result/Impact: Increase SAT/ACT scores and prepare students for post-secondary opportunities.</p> <p>Staff Responsible for Monitoring: AA, Principal Supervisors, and Campus Principals</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Collegiate Coaches will provide direct support to juniors through small-group or one-on-one coaching, focusing on targeted skills in reading comprehension, grammar, and evidence-based writing aligned to SAT/ACT expectations</p> <p>Strategy's Expected Result/Impact: Increase SAT/ACT scores & provide students with post-secondary opportunities.</p> <p>Staff Responsible for Monitoring: AA, Collegiate coaches, Principal Supervisors.</p>	Formative			Summative
	Nov	Feb	Apr	June

Strategy 5 Details	Reviews			
<p>Strategy 5: Campus Principals will ensure that PSAT, SAT, and ACT test administration is strategically scheduled, communicated to students and families, and followed by structured intervention and retest opportunities.</p> <p>Strategy's Expected Result/Impact: Increase CCMR and prepare students for post-secondary opportunities.</p> <p>Staff Responsible for Monitoring: Principal Supervisors, AA, and campus principals.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 6 Details	Reviews			
<p>Strategy 6: Collegiate Coaches will collaborate with teachers and counselors to deliver targeted workshops during advisory periods, enrichment blocks, or after-school sessions focused on SAT Reading and ACT English/Reading prep.</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 7 Details	Reviews			
<p>Strategy 7: Advance Academics Department will coordinate with TEA and national testing organizations to ensure schools receive updated training and guidance on qualifying score criteria and reporting processes.</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				

Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.

Performance Objective 3: By June 2026, the percentage of students earning a qualifying score on the SAT Math or ACT Math section by the end of their junior year will increase from [current percentage]% to [target percentage]%, as measured by official assessment results.

HB3 Goal

Strategy 1 Details	Reviews			
Strategy 1: A focused math readiness plan that includes diagnostic assessments, targeted interventions, integration of test-aligned math skills into instruction, access to practice tools, ongoing progress monitoring, and support for a college-going culture will be implemented.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </div>				

Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.


Performance Objective 4: By June 2026, the percentage of students earning an industry-based certification by graduation will increase from 17% to 35%, as measured by verified certification records.

HB3 Goal

Strategy 1 Details	Reviews			
<p>Strategy 1: Conduct multiple training sessions for administrators and counselors, especially after staffing updates but before course leveling, focused on program of study (POS) sequences, IBC opportunities, and alignment with T-TESS instructional priorities to ensure informed student placement and increased credential attainment.</p> <p>Strategy's Expected Result/Impact: Campus decision makers for scheduling and course assignments are aware of implications and make the best decisions possible in staffing, building master schedules, and balancing classes with course requests.</p> <p>Staff Responsible for Monitoring: Campus Principal, CTE ED</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Develop and deliver targeted PD session on best practices for IBC completion, focusing on aligned curriculum and leveraging tech platforms</p> <p>Strategy's Expected Result/Impact: Provide specialized IBC-focused training for teachers in high-need areas</p> <p>Staff Responsible for Monitoring: ED of CTE, CTE Coordinator</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
<p>Strategy 3: Create a centralized IBC tech readiness calendar, shared across campuses and technology, outlining key platform access dates and tech setup deadlines</p> <p>Strategy's Expected Result/Impact: Conduct advanced platform testing and firewall/security checks to prevent disruptions during live IBC testing</p> <p>Staff Responsible for Monitoring: CTE Coordinator, CTE ED, Technology Directors</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
<p>Strategy 4: Create and provide updated tools with Program of Study maps and IBC alignment by pathway and course by teacher.</p> <p>Strategy's Expected Result/Impact: Campus admin and staff will work together with IBC teachers to ensure high expectations are established, teachers are supported in teaching and delivering content, and more students pass more IBCs.</p>	Formative			Summative
	Nov	Feb	Apr	June

 No Progress

 Accomplished





 Continue/Modify

 Discontinue

Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.





Performance Objective 5: By June 2026, the percentage of end-of-year juniors who are "On Track" to graduate with an industry-based certification--by earning two or more credits in a program of study--will increase from [current percentage]% to [target percentage]%, as measured by student transcript and program completion data.

HB3 Goal

Strategy 1 Details	Reviews			
Strategy 1: Access to coherent programs of study, provide course scheduling support, monitor credit attainment, and offer academic and career guidance aligned with certification pathways will be established.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  No Progress </div> <div style="text-align: center;">  Accomplished </div> <div style="text-align: center;">  Continue/Modify </div> <div style="text-align: center;">  Discontinue </div> </div>				

Goal 3: Board Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.

Performance Objective 6: Increase the percentage of students demonstrating progress toward college, career, and military readiness from X% to XX% by the end of the year.

Strategy 1 Details	Reviews			
<p>Strategy 1: Offer a series of workshops and seminars for students and parents on college, career, and military readiness, including topics such as financial aid, career exploration, and military opportunities.</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
<p>Strategy 2: Foster partnerships with local businesses, colleges, and military organizations to provide students with real-world experiences such as internships, job shadowing, and college visits.</p> <p>Problem Statements: Student Learning 1</p>	Formative			Summative
	Nov	Feb	Apr	June
<p style="text-align: center;">  No Progress  Accomplished  Continue/Modify  Discontinue </p>				

Performance Objective 6 Problem Statements:





Student Learning
<p>Problem Statement 1: Gaps remain in academic performance and growth, particularly among emergent bilinguals, students with disabilities, and economically disadvantaged students. Many students are not consistently meeting grade-level expectations on state assessments or demonstrating sufficient progress toward college, career, and military readiness. Root Cause: Lack of high-quality Tier I instruction and limited accountability for instructional practices at some campuses.</p>

Goal 4: Board Goal D: All students will be taught each day by a high-quality teacher who is rigorously coached and regularly evaluated specifically on meeting the Board's adopted Student Outcome Goals in BQ(LOCAL), and delivering instruction aligned with the Texas Essential Knowledge and Skills (TEKS).

Performance Objective 1: The percentage of students who are taught by a high-quality teacher who rigorously coached and evaluate on the Board's adopted Student Outcomes will increase from % to % by the end of June 2026.

HB3 Goal

Evaluation Data Sources: TAPR

Strategy 1 Details	Reviews			
Strategy 1: The Human Resource Department will maintain a centralized database that tracks teacher certifications, years of experience, instructional effectiveness ratings, and teacher evaluation data aligned with student outcomes.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 2 Details	Reviews			
Strategy 2: The Human Resource Department will implement a system that flags and reports gaps in staffing and high-quality teacher assignments by campus, grade level, and content area.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 3 Details	Reviews			
Strategy 3: Campus principals will develop and deploy a teacher performance growth report that includes coaching frequency, evaluation ratings, and student outcome data.	Formative			Summative
	Nov	Feb	Apr	June
Strategy 4 Details	Reviews			
Strategy 4: The Talent Department will expand partnerships with teacher preparation programs and alternative certification pathways that have a proven record of producing effective educators.	Formative			Summative
	Nov	Feb	Apr	June
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  No Progress </div> <div style="text-align: center;">  Accomplished </div> <div style="text-align: center;">  Continue/Modify </div> <div style="text-align: center;">  Discontinue </div> </div>				



District Improvement Plan 2025-2026

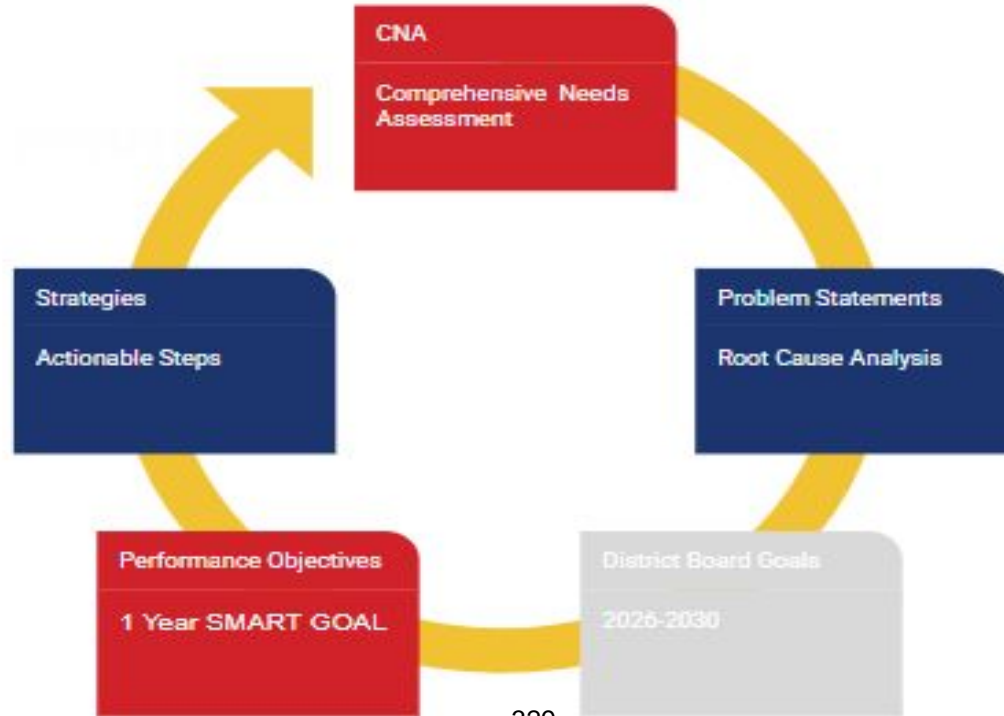
327

District Improvement Plan

Texas Education Code § 11.252. District-Level Planning and Decision Making
Texas Education Code § 11.185. Early Childhood Literacy & Mathematics Proficiency
Texas Education Code § 11.186 College, Career, and Military Readiness (CCMR)



District Improvement Plan Process



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District Improvement Plan Process

Comprehensive Needs Assessment



Multiple Measures of Data

- Attendance
- STAAR/mCLASS/iReady
- CCMR
- Graduation Rates
- Failure Rates
- SAT/ACT data
- Discipline data
- Dual Credit information
- Budget Allocations
- Expulsions/Suspensions
- Teacher Retention
- PLC data
- Staff certifications
- K12 Survey
- Business/Community Feedback
- Maintenance Records
- Safety Audits
- TTESS data
- Retention/Promotion

District Improvement Plan Process

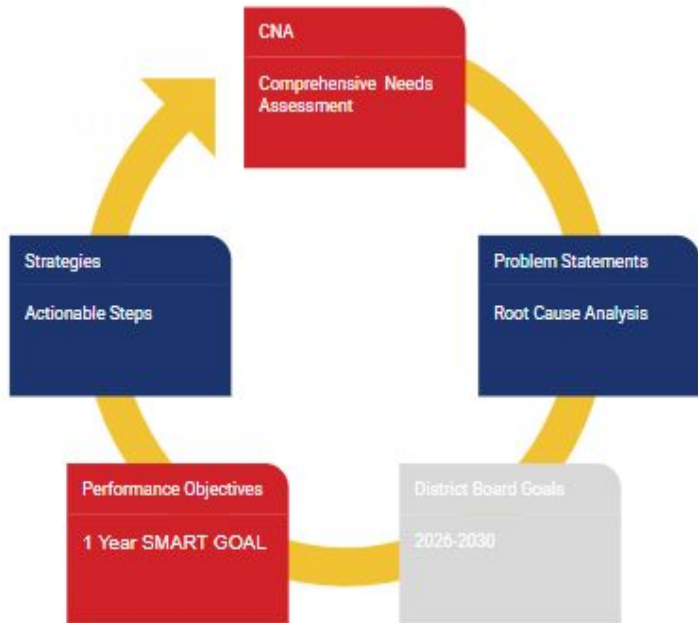
Problem Statements



Problem Statement: Gaps remain in academic performance and growth, particularly among emergent bilinguals, students with disabilities, and economically disadvantaged students. Many students are not consistently meeting grade-level expectations on state assessments or demonstrating sufficient progress toward college, career, and military readiness.

District Improvement Plan Process

Board Goals



Goal A: All students, and Dyslexia students, performing at or above grade level on STAAR assessments from third grade through graduation or on equivalent end-of-year assessment in grades pre kindergarten through second grade in accordance BQ(LOCAL). Student data shall be disaggregated as required by state or federal law.

Goal B: The District and all Campuses maintaining a B or above in Domain I of the Texas A-F Accountability System.

Goal C: 100% of students graduating college-, career-, or military ready, as defined by the Texas A-F Accountability System, with a focus on SAT or ACT college-ready scores, ASVAB, and earning industry-based certifications.

Goal D: All students will be taught each day by a high-quality teacher who is rigorously coached and regularly evaluated specifically on meeting the Board's adopted Student Outcome Goals in BQ(LOCAL), and delivering instruction aligned with the Texas Essential Knowledge and Skills (TEKS).

District Improvement Plan Process

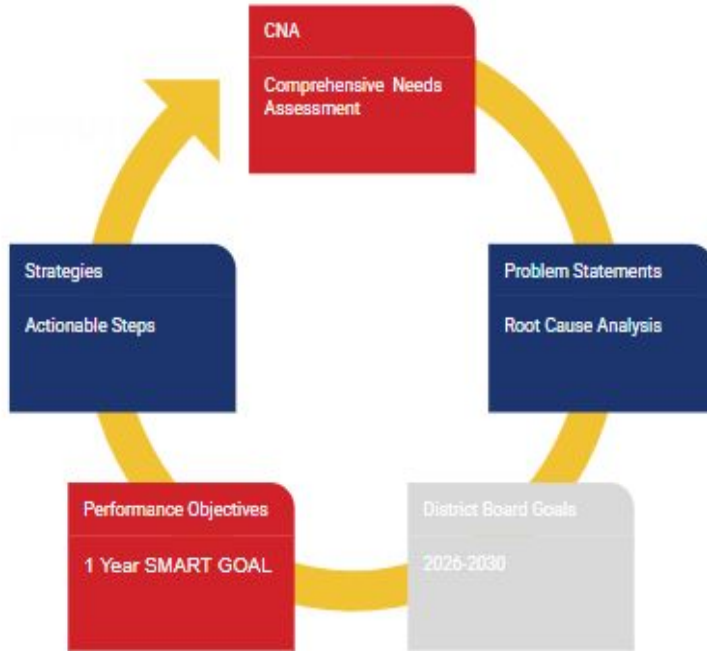
Performance Objectives



Reading Language Arts	The percentage of 3rd-grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from % to % by 2030.
Reading Language Arts	The percentage of 4th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from % to % by 2030.
Reading Language Arts	The percentage of 5th-grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from % to % by 2030.
Reading Language Arts	The percentage of 6th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from % to % by 2030.
Reading Language Arts	The percentage of 7th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from % to % by 2030.
Reading Language Arts	The percentage of 8th -grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from % to % by 2030.
Reading Language Arts	The percentage of English I students who score Meets Grade Level Performance or above on English I EOC EXAM will increase from % to % by 2030.
Reading Language Arts	The percentage of English II students who score Meets Grade Level Performance or above on English II EOC EXAM will increase from % to % by 2030.

District Improvement Plan Process

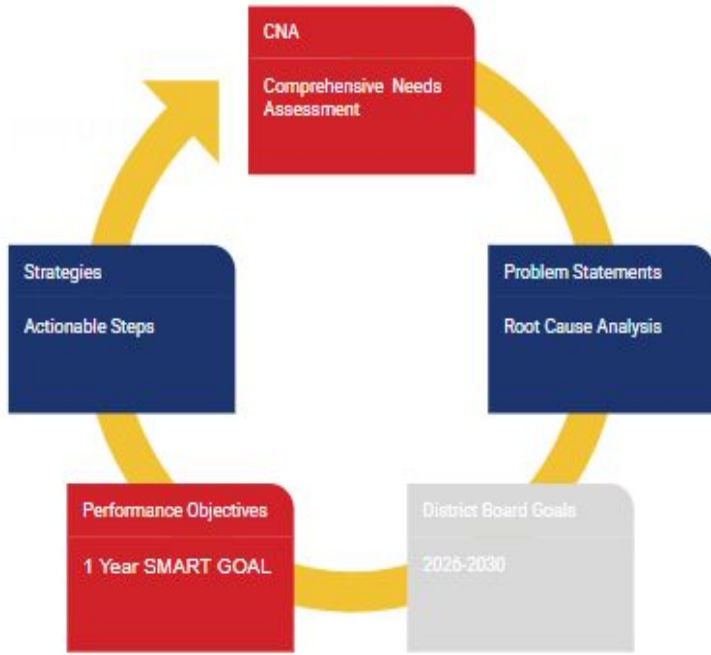
Strategies



- The Teaching & Learning Department and Leadership Department will collaboratively ensure alignment between adopted instructional materials and evidence-based instructional practices to strengthen Tier 1 instruction districtwide.
- Implement the refined ELAR instructional framework to ensure consistency in lesson delivery, targeted small group instruction, and alignment with district curriculum standards.
- Design and implement comprehensive, individualized CCMR readiness plans for all students beginning in 9th grade, with ongoing progress monitoring toward meeting SAT/ACT benchmarks, ASVAB performance standards, or successful completion of industry-based certifications.

District Improvement Plan Process

Monitor



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District Improvement Plan Process

Next Steps

- Board Approval
- Required Posting



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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented by: Melissa Horner, Executive Director of Student Services

Subject: Discussion of and Request for Approval of the 2025 – 2026 Student Code of Conduct

Action Item

Financial Impact

N/A

Executive Summary

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code. The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems. The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), or expulsion from school.

The 89th Legislative Session introduced several significant changes that directly impact the SCOC for the 2025-2026 school year. Key updates include:

- Discipline Management Enhancements (HB 6): This bill introduces various changes to discipline management, specifically addressing:



Midland Independent School District

BOARD OF TRUSTEES AGENDA

-
- Clarifications and updates stating that each campus will name a Campus Behavior Coordinator (principal). This person is responsible for discipline actions and reporting on campus.
 - Revisions to DAEP placements including:
 - Removal of Mandatory DAEP for Vape Possession: HB 6 eliminates the mandatory DAEP placement for students possessing vape devices, allowing for more flexible disciplinary responses.
 - Expanded Grounds for Removal: HB 6 broadens the authority of educators and administrators to remove students, including for "repeated and significant classroom disruptions," which may impact younger students.
 - Increased In-School Suspension (ISS) Flexibility: The bill allows for increased allowable days for in-school suspension and removes time limits on ISS placements, requiring periodic review.
 - Establishment of a virtual expulsion program for mandatory placements.

 - Personal Communication Devices (HB 1481): This legislation addresses student use of personal communication devices. The legislation prohibits student use of personal telecommunications devices (e.g., cell phones, smartwatches) on school property during school hours. Devices must be off and stored or left at home, with exceptions considered case-by-case and in compliance with relevant law and policy (e.g., documented medical needs, IEP/504 accommodations, or health/safety requirements).

 - Antisemitism Motivation in Misconduct (SB 326): New procedures are established for determining whether a student's violation of the code of conduct was motivated by antisemitism, indicating a focus on addressing hate-motivated incidents



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Recommendation

Administration recommends approval of the 2025 - 2026 Student Code of Conduct

Contact Person

Melissa Horner, Executive Director of Student Services

Enclosure

2025 - 2026 Student Code of Conduct



2025-2026 School Year Student Code of Conduct

All students will graduate college, career, or military ready.

<http://www.midlandisd.net>

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Lynda Rhodes, Executive Director of Special Services by any means:

1. *By phone at 432-240-1402*
2. *By email at lynda.rhodes@midlandisd.net*
3. *In person at 615 W. Missouri Avenue*

Purpose

The Student Code of Conduct (“Code”), as required by *Chapter 37 of the Texas Education Code*, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the District/Charter to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the *Midland Independent School District* board of trustees and developed with the advice of the district-level planning and decision-making committee. It informs parents and students about standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted at each school campus or available for review at the campus principal’s office. The Code shall be available at the principal’s office and posted on the district’s website. Parents/Guardians shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under *Chapter 37 of the Education Code*.

Because the district’s board of trustees adopts the Student Code of Conduct, it has the force of policy. In the event of a conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (*Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973*) is subject to the provisions of those laws.

Midland Independent School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the Midland Independent School District is involved, in accordance with law,

on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. At a *Midland Independent School District* campus or facility;
2. While the student is traveling on district transportation,
3. At any school-related activity, regardless of time or location;
4. For certain school-related misconduct, in accordance with law, regardless of time or location;
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as defined by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
10. When the student commits a felony, as provided by *Education Code 37.006 or 37.0081*; and
11. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person is the campus principal. The principal is primarily responsible for maintaining student discipline. The district shall post the email address and telephone number of the person serving as the campus behavior coordinator on its website and in the Student Handbook for each campus. Contact information for each campus *principal* is below:

Campus	<i>Principal</i>	Email Address
George T. Abell Junior High	Andrea Rodriguez	andrea.rodriguez@midlandisd.net
Alamo Junior High	Courtney Hargis Miller	courtney.miller@midlandisd.net
Barbara Fasken Elementary	Joshua Gamboa	joshua.gamboa@midlandisd.net
Barbara Yarbrough Elementary	Kristen Godwin	kristen.godwin@midlandisd.net
James Bonham Elementary	Alexandra Edwards	alexandra.edwards@midlandisd.net
David Burnet Elementary	Julie Barraza	julie.barraza@midlandisd.net
George H.W. Bush Elementary	Douglas Doster	kelly.doster@midlandisd.net
George Washington Carver Center	Stephanie Carnett	stephanie.carnett@midlandisd.net

Lorenzo De Zavala Elementary	David Duarte	david.duarte@midlandisd.net
Early College High School	Lisa Hidalgo	renee.hidalgo@midlandisd.net
Ralph W. Emerson Elementary	Christin Nix	christin.nix@midlandisd.net
James W. Fannin Elementary	Lisa Cisneros	lisa.cisneros@midlandisd.net
General Tommy Franks Elementary	Hollie Sherrod	hollie.sherrod@midlandisd.net
Charles W. Goddard Junior High	Maria Amancio	maria.amancio@midlandisd.net
Barney R. Greathouse Elementary	Tina Martinez	tina.martinez@midlandisd.net
James Henderson Elementary	Maxine Gonzales	maxine.gonzales@midlandisd.net
IDEA Travis Academy	Iliana Bermea	iliana.bermea@ideapublicschools.org
James Bowie Fine Arts Academy	Anna Schaaf	anna.schaaf@midlandisd.net
Anson Jones Elementary	Tanya Duewall	tanya.duewall@midlandisd.net
Mirabeau B. Lamar Elementary	Shameka Johnson	shameka.johnson@thirdfuture.org
Legacy Freshman High School	Misty Ring	misty.ring@midlandisd.net
Legacy High School	Chris Bryant	chris.bryant@midlandisd.net
Jane Long Elementary	Pedro Covarrubias	pedro.covarrubias@midlandisd.net
Lone Star Trails Elementary	Morgan Robertson	morgan.robertson@midlandisd.net
Midland Alternative Program	Benjamin Villarreal	benjamin.villarreal@midlandisd.net
Midland Freshman High School	Melanie Hall	melanie.hall@midlandisd.net
Midland High School	Candace Cline	michelle.cline@midlandisd.net
Ben Milam International Academy	Brenda Jobes	brenda.jobes@midlandisd.net
Quanah Parker Elementary	Griselda Rosales	griselda.rosales@midlandisd.net
Elisha M. Pease Communications & Technology Academy	Christine Roberts	christy.roberts@midlandisd.net
Pre-K Academy @ MC	Lori Smith	lsmith@midland.edu
Ralph Bunche Elementary	Emily Brown	Emily.brown@midlandisd.net
Thomas Rusk Elementary	Jami Saldana	jami.saldana@midlandisd.net
Sam Houston Collegiate Preparatory Elementary	Michael Garza	michael.garza@thirdfuture.org
San Jacinto Junior High	Laura Miller	laura.miller2@midlandisd.net
Santa Rita Elementary	Debra Alba	debra.alba@midlandisd.net
Ruth Cowden Scharbauer Elementary	Sally Smith	sally.smith@midlandisd.net
South Elementary	Cynthia Rodriguez	cynthia.rodriguez@midlandisd.net
Viola M. Coleman High School	Rebecca Medina	rebecca.medina@midlandisd.net
Young Women's Leadership Academy	Laura Doughty	laura.doughty@midlandisd.net

Threat Assessment and Safe and Supportive School Team

The principal or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as mandated by law, and shall take appropriate disciplinary action in accordance with the Code.

Searches

Officials of the Midland Independent School District may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be carried out in a reasonable and non-discriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal and other school administrators, as appropriate, shall report crimes as required by law and shall contact local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

The board employs school resource officers (SROs) to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the principal and other [Midland Independent School District] employees to ensure appropriate law enforcement duties are assigned to SROs (and other security-related staff). The law enforcement duties of SROs are listed in *policy CKE(LOCAL)*.

The law enforcement duties of school resource officers are:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.

5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
8. Carry out all other duties as directed by the chief of police or Superintendent.

A District police officer shall not be assigned routine classroom discipline or administrative tasks.

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code.

Participation might include a speaking role, as established by district policy and procedures.

Unauthorized Persons

1. In accordance with *Education Code 37.105*, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:
2. The person poses a substantial risk of harm to any person, or the person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate, which may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district’s grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days unless the complaint is resolved before a board hearing.

See [DAEP—Restrictions During Placement](#) for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is anticipated to:

- Exhibit courtesy, even when others may not.

- Conduct themselves in a responsible manner.
- Demonstrate self-discipline.
- Attend all classes consistently and punctually.
- Bring suitable materials and assignments to class.
- Adhere to district and campus standards of grooming and dress.
- Follow all campus and classroom rules.
- Regard the rights and privileges of students, teachers, and other district staff and volunteers.

General Conduct Violations

The categories of conduct below are prohibited at school, in district-owned or operated vehicles, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections, [Out-of-School Suspension](#), [DAEP Placement](#) on, [Placement and/or Expulsion for Certain Offenses](#), and [Expulsion](#), those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in [Removal from the Regular Educational Setting](#), as detailed.

Disregard for Authority

Students shall refrain from:

- Failing to comply with directives given by school personnel.
- Leaving school grounds or school-sponsored events without authorization.
- Disobeying rules for conduct in district vehicles.
- Refusing to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profane or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see [DAEP—Placement and/or Expulsion for Certain Offenses](#).)
- Threaten a district student, employee, or volunteer, including off-campus, if the conduct substantially disrupts the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See [glossary](#).)
- Release or threaten to release intimate visual material of a minor or student 18 or older without consent.
- Engage in sexual harassment (See [glossary](#)) or conduct constituting dating violence. (See [glossary](#).)
- Engage in inappropriate or indecent exposure of private body parts.

- Participate in hazing. (See [glossary](#).)
- Coerce an individual to act through force or threat of force.
- Commit extortion or blackmail.
- Direct inappropriate verbal, physical, or sexual conduct toward another person, including a student, employee, or volunteer.
- Record the voice or image of another without prior consent or in a manner disruptive to the educational environment or invading privacy.

Property Offenses

Students shall refrain from:

- Damaging or vandalizing property belonging to others. (For felony criminal mischief, see DAEP section.)
- Defacing or damaging school property, such as textbooks, technology, lockers, furniture, etc., with graffiti or by other means.
- Stealing from students, staff, or the school.
- Committing or assisting in robbery or theft, even if not a felony per the Penal Code. (For felony robbery/theft, see DAEP section.)
- Entering district facilities without authorization when not open

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke/stink bombs, or other pyrotechnic devices;
- Razors, box cutters, chains, or objects used to threaten or inflict bodily injury;
- "Look-alike" weapons intended to be used as weapons or could reasonably be perceived as such;
- Air guns or BB guns;
- Ammunition;
- Hand instruments designed to cut or stab by being thrown;
- Firearm silencers or suppressors;
- *Location-restricted knives;
- *Clubs;
- *Firearms;
- Stun guns;
- Knuckles;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, e-cigarettes, and any e-cigarette components/accessories;

- Matches or lighters;
- Laser pointers, unless approved use; or
- Any articles the principal determines are dangerous, including school supplies.

*See [DAEP—Placement and/or Expulsion](#) for weapons and firearms. In many cases, possession of these items results in mandatory expulsion under state or federal law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a personal telecommunications device, including, but not limited to, a cell phone and wearable technology such as the Apple Watch, smartwatches, fitness watches, paging device, radio device, or any device capable of receiving notifications or facilitating communication on school property during the school day.
 - A student’s personal telecommunications device shall be left at home or turned completely off and stored in a backpack for the entirety of the school day.
 - Exceptions to this rule will be decided on a case-by-case basis and in compliance with relevant law and policy.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or illegal drugs. (See [DAEP Placement and Expulsion](#) for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to prohibited substances. (See [glossary](#) for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See [glossary](#) for “abuse.”)
- Abuse over-the-counter drugs. (See [glossary](#) for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See [glossary](#) for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.

- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off-school property, if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off-school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off-school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off-school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying another student's work, plagiarism, and unauthorized communication between students during an examination.
- Gamble.

- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

Additional Campus or Classroom Rules

The district may impose campus or classroom rules in addition to those found in the Student Code of Conduct. These rules may be posted in classrooms or given to students and may or may not constitute violations of the Student Code of Conduct (SCOC).

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements, taking into account whether the conduct involved Self-Defense (see [glossary](#)), intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, any disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, the student's status in the conservatorship of the Department of Family and Protective Services (foster care), and the student's status as homeless.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding the discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see [glossary](#)) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

In accordance with the Education Code, a student who receives special education services shall not be disciplined in a manner that their educational placement is changed until an ARD committee meeting has been held to review the conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief “time-out” period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Discipline Management Techniques
- Parent-teacher conferences.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations’ extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in [Out-of-School Suspension](#).
- Placement in a DAEP, as specified in [DAEP](#).
- Expulsion and/or placement in an alternative educational setting, as specified in [Placement and/or Expulsion for Certain Offenses](#).
- Expulsion, as specified in [Expulsion](#).
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain.

Aversive techniques include:

- Using techniques designed or likely to cause physical pain, as permitted by district policy. See policy FO(LOCAL).
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or, placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progressing appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).
- Restricting a student's access to recess or other physical activity offered as a part of school's physical education curriculum.

Notification

The principal or appropriate administrator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. When a parent is notified regarding their student's placement in DAEP, they must also be notified of their right to request a behavioral agreement. The principal or appropriate administrator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student on the day the action was taken for delivery to the student's parent. If the parent has not been reached by telephone or in-person by 5:00 p.m. of the first

business day after the day the disciplinary action was taken, the principal shall send written notification by U.S. Mail. If the principal is not able to provide notice to the parent, the designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Parents should address questions regarding disciplinary measures to the teacher, campus administration, or principal as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained by going to the *Midland Independent School District* website at <https://www.midlandisd.net>

The district may delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office to maintain effective discipline on the bus. The principal must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal may restrict or revoke a student's transportation privileges in accordance with the law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting, either through a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the principal's office or appropriate administrator as a discipline management technique. The principal or appropriate administrator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if there is a single incident of:

1. A student who repeatedly interfere with the teacher's ability to teach the class or with other student's ability to learn or
2. Behavior that is unruly, disruptive, or abusive or
3. Behavior that is classified as bullying.

Within three school days of the formal removal, the principal or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the principal or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations. If a return to class plan is warranted, it must be discussed at the conference.

When a student is removed from the regular classroom by a teacher, and a conference is pending, the principal or appropriate administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent.

A student whom a teacher has formally removed for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available. A student may only return to the classroom without the teacher's written consent if a return to class plan has been prepared.

Out-of-School Suspension

A student in in-school-suspension shall have their suspension reviewed at least once every 10 school days. The review shall evaluate their progress and if their suspension is still appropriate.

A student in in-school suspension shall be provided with appropriate behavioral support services and comparable educational services as a student would receive in a classroom. A student with an IEP, shall have their IEP followed in in-school suspension.

Misconduct

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in *Penal Code sections 46.02 or 46.05*;
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Conduct that threatens the immediate health and safety of other students in the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program including restorative practices as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of the law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended, a student shall have an informal conference with the principal or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The principal or appropriate administrator shall determine the number of days of a student's suspension, which shall not exceed three school days.

In deciding whether to order out-of-school suspension, the principal or appropriate administrator shall take into consideration:

1. Self-defense (see [glossary](#)),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

5. A parent's written request, with supportive documentation as outlined in Education Code 37.005,
6. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
7. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the Internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 6, and secondary classification shall be grades 7–12. Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the principal shall take into consideration:

1. Self-defense (see [glossary](#)),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student may be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, secret society, or gang, including participating as a member or pledge or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See [glossary](#).)
- Involvement in criminal street gang activity. (See [glossary](#).)
- Any criminal mischief, including a felony.
- Assault (See [glossary](#).)

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has a reasonable belief (see [glossary](#)) that the student engaged in conduct punishable as a felony other than aggravated robbery or those listed as offenses in Title 5 (see [glossary](#)) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The principal or appropriate administrator **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See [glossary](#).)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
- Engages in conduct punishable as a felony.
- Commits an assault (see [glossary](#)) under *Penal Code 22.01(a)(1)*.

- Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or a dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in the [Expulsion](#).) (See [glossary](#) for “under the influence,” “controlled substance,” and “dangerous drug”)
- Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis, as authorized by *Chapter 487 of the Health and Safety Code*, does not violate this provision.
- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Sells, gives, or delivers to another person or possesses or uses a nicotine delivery product or an e-cigarette.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See [glossary](#).)
- Engages in conduct that contains the elements of an offense of harassment against an employee or volunteer under *Penal Code 42.07(a)(1), (2), (3), or (7)*.
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in [Expulsion](#).)

Engages in conduct punishable as aggravated robbery, a felony listed under Title 5 (see [glossary](#)) of the Penal Code, the offense of deadly conduct under Education Code 22.05, the offense of disorderly conduct involving a firearm under Education Code 42.01(a)(7) or (8), the offense of unlawfully carrying weapons under Education Code 46.02, except for an offense punishable as a Class C misdemeanor under that section when the conduct occurs off school property and not at a school-sponsored or school-related event and:

1. The student receives deferred prosecution (see [glossary](#)),
2. A court or jury finds that the student has engaged in delinquent conduct (see [glossary](#)), or
3. The superintendent or designee has a reasonable belief (see [glossary](#)) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If no other campus in the district serves the grade level of the offending student, the student shall be transferred to a DAEP.

Process

The principal or appropriate administrator shall make removals to a DAEP.

Conference

When a student is removed from class for a DAEP offense, the principal or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the principal or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attended.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the principal shall take into consideration:

1. Self-defense (see [glossary](#)),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the principal or appropriate administrator shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individualized and initial evaluation of the

student for purposes of special education services shall be sent to the student and the student's parent.

The board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code not later than the second business day after the conference.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

DAEP At Capacity

If a DAEP is at capacity when the principal or appropriate administrator decides placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS and then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the placement period.

If a DAEP is at capacity at the time the principal or appropriate administrator is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The principal shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined on a case-by-case basis based on the seriousness of the offense, a parent's compliance with the terms of the behavioral agreement, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for 90 days or longer per established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when the district, after reviewing the student, determines that the student threatens the safety of other students or district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the principal or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

Exceeds 60 Days

If placement in a DAEP extends beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office or located on the *Midland Independent School District* website at <https://www.midlandisd.net> Appeals shall begin at Level I with the campus principal.

The district may delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including

seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability entitled to transportation per the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the principal or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If, during the term of placement in a DAEP, the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal or appropriate administrator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see [glossary](#)), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the superintendent or designee's decision, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP, and the student withdraws from the district before a placement order is completed, the principal may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that the student has served during enrollment in another district. If the principal or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue placing a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district, including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the student's best interest.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation. The ARD committee must make the placement review of a student with a disability who receives special education services.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The

conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with *Education Code 37.0081*, a student may be expelled and placed in either DAEP or JJAEP if the board or principal makes certain findings, and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as an aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the principal or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the principal or appropriate administrator shall take into consideration:

1. Self-defense (see [glossary](#)),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See [DAEP Placement](#).)

Any Location

A student may be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.

- Sexual assault.
- Aggravated sexual assault.
- Murder.
- Capital murder.
- Criminal attempt to commit murder or capital murder.
- Aggravated robbery.
- Breach of computer security. (See [glossary](#).)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student may be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug. A student with a valid prescription for low-THC cannabis, as authorized by *Chapter 487 of the Health and Safety Code*, does not violate this provision. (See [glossary](#) for "under the influence.")
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See [glossary](#).)

Within 300 Feet of the School

A student may be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See [glossary](#).)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.

- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See [glossary](#).)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See [glossary](#).)
- Possession of a firearm, as defined by federal law. (See [glossary](#).)

Property of Another District

A student may be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
 2. Extortion, meaning the gaining of money or other property by force or threat;
 3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
 4. Conduct that constitutes the offense of:
 5. Public lewdness under *Penal Code 21.07*;
- a. Indecent exposure under *Penal Code 21.08*;
 - b. Criminal mischief under *Penal Code 28.03*;
 - c. Hazing under *Education Code 37.152*; or
 - d. Harassment under *Penal Code 42.07(a)(1)* of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student must be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See [glossary](#).)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by *Penal Code 46.02*:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See [glossary](#).) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. See policy FNCG(LEGAL).
 - A location-restricted knife, as defined by state law. (See [glossary](#).)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See [glossary](#).)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See [glossary](#).)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Kidnapping.
 - Burglary.
 - Robbery.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Exhibiting, using, or threatening to exhibit or use a firearm.
 - Continuous sexual abuse of a young child or disabled individual.
 - Assault against a school employee or volunteer.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance, or a dangerous drug.

Under Age Ten

When a student under the age of ten engages in expellable behavior, the student shall not be expelled but placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the principal or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the principal or appropriate administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates the authority to conduct hearings and expel students to the *Executive Director of Student Services*.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the meeting date, time, and place at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or principal shall take into consideration:

1. Self-defense (see [glossary](#)),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver a copy of the order expelling the student to the student and the student's parent.

The *Executive Director of Student Services* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code no later than the second business day after the hearing.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

A student's expulsion duration shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district, and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that the student has served during enrollment in another district.

If the principal or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If, during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services must be provided if the student is less than ten years old.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Virtual Expulsion

In accordance with law and district procedures, virtual expulsion may be considered by the principal or designated administrator.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by *Penal Code 29.03(a)* as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by *Penal Code 46.01* as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by *Penal Code 28.02* as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - i. Knowing that it is within the limits of an incorporated city or town,
 - ii. Knowing that it is insured against damage or destruction,
 - iii. Knowing that it is subject to a mortgage or other security interest,
 - iv. Knowing that it is located on property belonging to another,
 - v. Knowing that it has located within its property belonging to another, or
 - vi. When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or

3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by *Penal Code 22.01* as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in *Penal Code 33.02*, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by *Penal Code 46.01* as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by *Penal Code 46.01* as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or *Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4* of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by *Agriculture Code 121.001*, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by *Penal Code 71.01* as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by *Education Code 37.0832* as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by *Health and Safety Code 483.001* as a device or a drug that is unsafe for self-medication, and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by *Section 71.0021* of the Family Code.

Deadly conduct under *Penal Code 22.05* occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision-maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by *Penal Code 46.01* as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under *Penal Code 42.06* occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or another emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (*18 U.S.C. 921(a)*) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or, poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by *Penal Code 46.01* as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LEGAL) and FFH(LEGAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating;

causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in *Education Code 37.001(b)(2)*; or

3. Conduct that is punishable as a crime under *Penal Code 42.07*, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which the conveyor knows to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.
 - i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by *Education Code 37.151* as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in *Education Code 37.151*, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;

3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. A hit list is defined in *Education Code 37.001(b)(3)* as a list of people targeted to be harmed using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by *Penal Code 46.01* as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by *Penal Code 21.08* as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by *Civil Practices and Remedies Code 98B.001* and *Penal Code 21.16* as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, videotape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by *Penal Code 46.01* as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun, as defined by *Penal Code 46.01*, is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or

4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under *Penal Code 46.05(a)* means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by *Penal Code 21.07* as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in a school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in *Education Code 37.121(d)* are exempt from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under *Code of Criminal Procedure Article 15.27*.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under *Penal Code 21.07*;
 - b. Indecent exposure under *Penal Code 21.08*;

- c. Criminal mischief under *Penal Code 28.03*;
- d. Hazing under *Education Code 37.152*; or
- e. Harassment under *Penal Code 42.07(a)(1)* of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Sexual Harassment is defined as:

1. Harassment (see above) on the basis of sex, or
2. Other conduct on the basis of sex that includes either of the following:
 - a. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
 - b. **Sexual assault** as defined in the *Cleary Act (20 USC 1092)*, or dating violence, domestic violence, or stalking as defined in the *Violence Against Women Act (34 USC 12291)*.

Short-barrel firearm is defined by *Penal Code 46.01* as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by *Penal Code 22.07* as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;

4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by *Penal Code 46.01* as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the *Penal Code* that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under *Sections 19.02–.05*;
- Kidnapping under *Section 20.03*;
- Trafficking of persons under *Section 20A.02*;
- Smuggling or continuous smuggling of persons under *Sections 20.05–.06*;
- Assault under *Section 22.01*;
- Aggravated assault under *Section 22.02*;
- Sexual assault under *Section 22.011*;
- Aggravated sexual assault under *Section 22.021*;
- Unlawful restraint under *Section 20.02*;
- Continuous sexual abuse of a young child or disabled individual under *Section 21.02*;
- Bestiality under *Section 21.09*;
- Improper relationship between educator and student under *Section 21.12*;
- Voyeurism under *Section 21.17*;
- Indecency with a child under *Section 21.11*;
- Invasive visual recording under *Section 21.15*;
- Disclosure or promotion of intimate visual material under *Section 21.16*;
- Sexual coercion under *Section 21.18*;
- Injury to a child, an elderly person, or a disabled person of any age under *Section 22.04*;
- Abandoning or endangering a child under *Section 22.041*;
- Deadly conduct under *Section 22.05*;
- Terroristic threat under *Section 22.07*;
- Aiding a person to commit suicide under *Section 22.08*; and
- Tampering with a consumer product under *Section 22.09*.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by *Penal Code 46.01* as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

C. 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 29, 2025

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:

2025-2026 Chapter 49 payment is estimated to be \$64,805,472

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 2025-2026 school year.

Recommendation:

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

Recommend approval for the 2025-2026 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:

2025-2026 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 2025-2026 (the "school year").

The agreement is for Midland Independent School District 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: 07.29.25

Signature of Secretary, Board of Trustees

Date: 07.29.25

Signature of Superintendent

Dr. Stephanie Howard

Date: 07.29.25

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

July 15, 2025

To the Administrator Addressed:

Subject: Notification of Local Revenue Level in Excess of Entitlement for School Year 2025–2026

Background

Pursuant to Texas Education Code (TEC),¹ §§48.257 and 49.004, this letter notifies your district of the determination by the Texas Education Agency (TEA or agency) that your district's Tier One local share under TEC, §48.256, will exceed the district's entitlement under TEC, §48.266(a)(1), less the district's distribution from the state available school fund, and/or the district's Tier Two local share described by TEC, §48.266(a)(5)(B), will exceed the amount described by TEC, §48.202(a-1)(2), for school year 2025–2026. This allows your district to move forward with preparation for an election under TEC, Chapter 49, if necessary.

Estimates

As established in TEC, §48.269, determinations for districts subject to recapture are based on estimates of enrollment for school year 2025–2026 and estimated property values for tax year 2025. Because the agency does not yet have final state certified property values for tax year 2025, the agency is using 2024 state certified property values increased by 5.60%, in accordance with the 2026-2027 General Appropriations Act. The estimated 2025 state certified property values also includes adjustments to estimate the impact of Senate Bill (SB) 4 and SB 23, 89th Texas Legislature, 2025, Regular Session.

Determination

Based on these estimates, your district's estimated local yield per penny per student in weighted average daily attendance (WADA) exceeds the Tier Two (level two) guaranteed yield of \$49.72. Your district will be required to reduce its excess local revenue level for the 2025–2026 school year using one or more of the statutory options available.

The enclosed report provides information about the calculations affecting your district. It calculates Tier One and Tier Two (level two) excess local revenue, as established in TEC, §48.257.

¹ Except as noted, statutory citations refer to the Texas Education Code, as amended by the 89th Texas Legislature, Regular Session 2025.

Options to Reduce Local Revenue in Excess of Entitlement

A district with local revenue in excess of entitlement has the following five options available to reduce the district's revenue level under TEC, Chapter 49:

- 1) Consolidation with another district as provided by Subchapter B;
- 2) Detachment of territory as provided by Subchapter C;
- 3) Purchase of average daily attendance credit as provided by Subchapter D ("Option 3");
- 4) Education of nonresident students as provided by Subchapter E ("Option 4"); and/or
- 5) Tax base consolidation with another district as provided by Subchapter F.

Districts have historically selected Option 3. Successful elections conducted under TEC, former Chapter 41, carry over into TEC, Chapter 49.

Provisions in TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against TEC, Chapter 48 funds. All districts will have the option to use state aid calculated under TEC, Chapter 48, that is not described by TEC, §48.266(a)(3) as an offset to their attendance credit for purposes of reducing their local revenue level. Districts using this option are required to submit the District Intent/Choice Selection form and complete an Option 3 netting contract, which can be found in the *Options and Procedures for Local Revenue in Excess of Entitlement 2024–2025 School Year* and on the [Excess Local Revenue webpage](#).

To avoid any delays in the approval of the Agreement for the Purchase of Attendance Credit or the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding), it is recommended that your district's school board delegate authority to obligate the school district under TEC, Chapter 49, to the superintendent, and the superintendent would then submit the contract via the Excess Local Revenue module of the online Foundation School Program (FSP) system in Texas Education Agency Login ([TEAL](#)).

Additional information about elections, as well as sample ballot proposition language, is provided in the *Options and Procedures for Local Revenue in Excess of Entitlement 2024–2025 School Year*. You may also wish to call the Office of the Texas Secretary of State at 1-800-252-8683 or visit that office's website at <http://www.sos.state.tx.us/> for assistance with election calendars and procedures.

Action Required

Upon receipt of this letter, your district must submit the district intent/choice selection form through the Excess Local Revenue module of the online FSP system to TEA, indicating which option the district intends to use to reduce local revenue in excess of entitlement for school year 2025-2026. According to TEC, §49.004(c), as a district that has been notified of local revenue in excess of entitlement, your district may not adopt a tax rate for tax year 2025 until the Commissioner of Education certifies that your district has reduced the district's local revenue level in excess of entitlement to the level established under TEC, §48.257. The agency will certify your district's compliance upon review of your district's intent/choice selection

form, and **approval is contingent upon** TEA's determination of the district's maximum compressed tax rate via the Local Property Value Survey (LPVS) module.

The LPVS module of the FSP system in TEAL is scheduled to open on July 18, 2025, and close on August 1. The agency will use the locally estimated property growth rates to calculate estimates of comptroller-certified property values used for state funding purposes (i.e., "T2" property values) and then calculate and make available the maximum compressed Tier One tax rates (MCRs) in August of 2025. **Districts must wait until receiving both the agency's approval of the district intent and the agency's determination of the district's MCR before proceeding with tax rate adoption.**²

For detailed information on all the procedures your district is required to follow to reduce local revenue in excess of entitlement, the *Options and Procedures for Local Revenue in Excess of Entitlement 2025–2026 School Year*, will be available on the [TEA Excess Local Revenue webpage](#) in the coming months.

Final Determination Regarding Payment of Excess Local Revenue

TEA will make a final determination regarding the payment of excess local revenue using the district's final enrollment, entitlement and local share under TEC, Chapter 48, final state certified property values for tax year 2025, adopted maintenance and operations (M&O) tax rate for tax year 2025, and M&O taxes collected by your district in 2026.

For more information, please see the [Excess Local Revenue webpage](#), or contact Kim Wall in the State Funding Division at (512) 463-4809 or recapture@tea.texas.gov.

Sincerely,



Sara Kohn, CPA, RTSBA
Director of State Funding, Forecasting, and Fiscal Analysis

SK/kw
Enclosure

² Except as allowable under provisions contained in Senate Bill 2 of the 89th Texas Legislature, Second Called Session 2025.



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

Tucker Durham

July 29, 2025

Summary of Timeline

July

- Certified 2025 Taxable Values from MCAD
- Board Approval for Purchase of Attendance Credit & Delegation to Superintendent

September

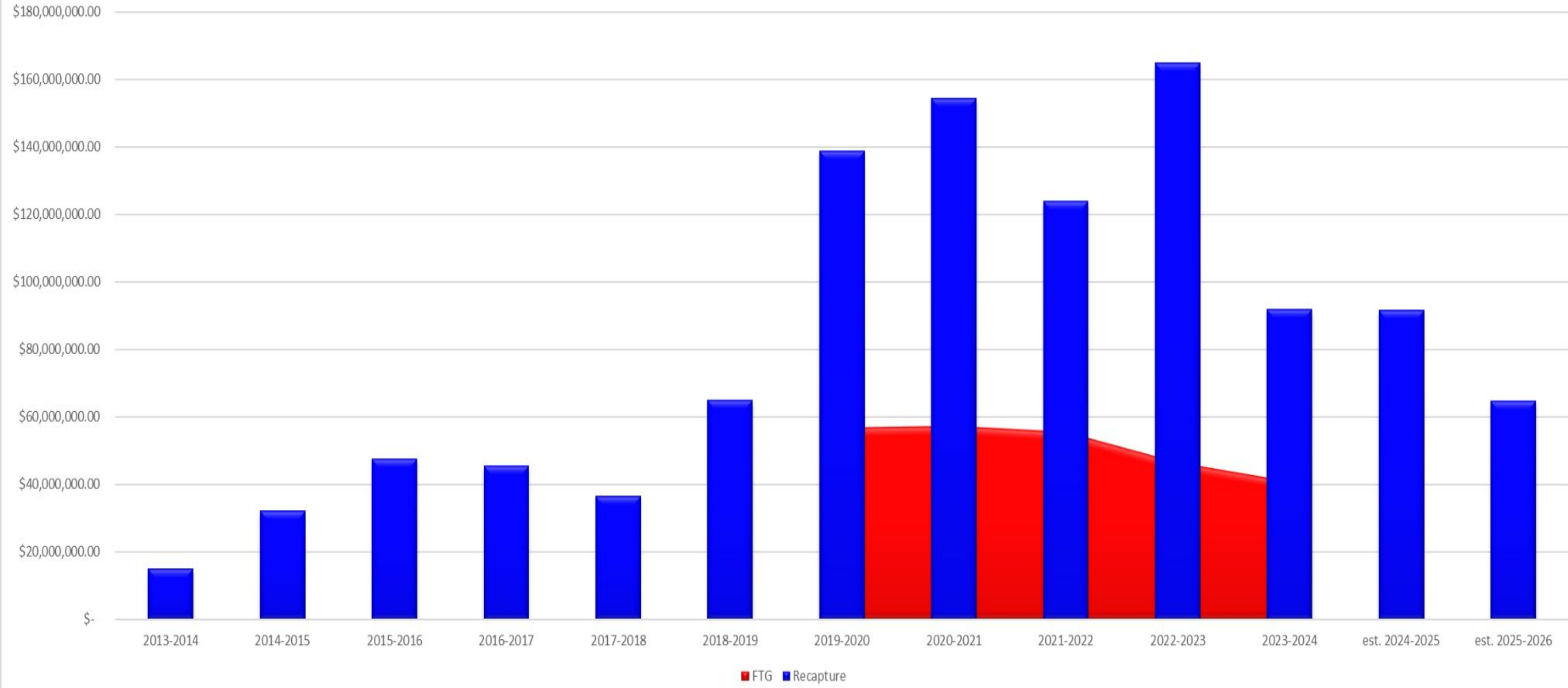
- Submission of Districts Intent for Recapture Obligation
- Tax Rate Adoption for Tax Year 2025

January

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



Recapture Offset with FTG



Since 2013 - 2014
 - \$915,259,111

Est. for 2024 - 2025
 - \$91,553,191

Est. for 2025 - 2026
 - \$64,805,472

Est. Total Recapture after 2025-26
 - \$1,071,617,774



Recommendation

The administration recommends the Board of Trustees approve the delegation of Chapter 49 authority to the Superintendent and approve the 2025-2026 Agreement for the Purchase of Attendance Credit.





D. 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 29, 2025

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 \$22.5 million of the current outstanding debt. This allows the district to pay off all outstanding debt obligations prior to the 2023 voter-approved bond. This also allows the district to start paying off a portion of Series 2024 debt associated with the recently approved bond. By defeasing existing debt, the District will save taxpayers an estimated \$12.56 million in interest that they would have paid if the debt were not paid off early. This is in addition to the approximately \$92 million saved through refinancing and defeasing debt since 2012.

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. Since 2012, the district has saved taxpayers over \$92 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 \$22.5 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 \$12.56 million in interest and shorten the repayment period, pending finalization of the



Midland Independent School District

BOARD OF TRUSTEES AGENDA

defeasance. This will pay off all outstanding debt prior to the Series 2024 debt issued at the beginning of last year related to the voter-approved 2023 Bond election and allow the district to start making early payments on Series 2024.

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 2017” (the “Series 2017 Obligations”) “Midland Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020” (the “Series 2020 Obligations”), and “Midland Independent School District Unlimited Tax School Building Bonds, Series 2024” (the “Series 2024 Obligations”, and together with the Series 2017 Obligations and the Series 2020 Obligations, the “Obligations”); and

WHEREAS, the Series 2017 Obligations are currently outstanding in the principal amount of \$10,225,000, the Series 2020 Obligations are currently outstanding in the principal amount of \$1,695,000 and the Series 2024 Obligations are currently outstanding in the principal amount of \$835,640,000; and

WHEREAS, a portion of the Obligations (the “Callable Obligations”) are subject to redemption at the option of the District on February 15, 2028 or on any date thereafter (in the case of the Series 2017 Obligations maturing on and after February 15, 2029), February 15, 2030 or on any date thereafter (in the case of the Series 2020 Obligations maturing on and after February 15, 2031), and February 15, 2028 or on any date thereafter (in the case of the Series 2024 Obligations maturing on February 15, 2050); 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) \$22,500,000.

(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 Chief Financial Officer, 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. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order authorizing and providing for the defeasance and redemption of certain outstanding obligations of the District, are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

Section 9. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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.

[Signature page follows.]

PASSED AND APPROVED this 29th day of July, 2025.

President, Board of Trustees
Midland Independent School District

ATTEST:

Secretary, Board of Trustees
Midland Independent School District

(SEAL)

[Signature Page to Order]

EXHIBIT A ⁽¹⁾

Midland Independent School District Unlimited Tax Refunding Bonds, Series 2017, dated December 1, 2017:

Defeased Obligations

<u>CUSIP No. ^{2*}</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Defeased Amount (\$)</u>	<u>Interest Rate (%)</u>
5977833N7	02/15/2026	\$2,045,000	\$2,045,000	5.000%
5977833P2	02/15/2027	2,245,000	2,245,000	5.000%
5977833Q0	02/15/2028	2,310,000	2,310,000	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	02/15/2029	1,920,000	1,920,000	5.000%
5977833R8	02/15/2030	1,705,000	1,705,000	3.375%

Redemption Date for Series 2017 Obligations: February 15, 2028

* * * * *

¹ If the total Amount Called for Redemption requires modification to permit the defeasance of the Amount Called for Redemption based on the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Amount Called for Redemption identified for defeasance and 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.

²

Midland Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020, dated July 1, 2020⁽³⁾:

Defeased Obligations

<u>CUSIP No. ⁴</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Defeased Amount (\$)</u>	<u>Interest Rate (%)</u>
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
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

* * * * *

³ 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.

⁴ 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 2024,
dated April 1, 2024⁽⁵⁾:**

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>
5977833G2	2/15/2050	117,890,000	9,700,000	5.000

Redemption Date for Series 2024 Obligations: February 15, 2028

* * * * *

⁵ 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 29, 2025, 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.

“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 29, 2025, 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 2017 Obligations, the Series 2020 Obligations and the Series 2024 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 2017 Obligations” shall mean the Midland Independent School District Unlimited Tax Refunding Bonds, Series 2017.

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

“Series 2024 Obligations” shall mean the Midland Independent School District Unlimited Tax School Building Bonds, Series 2024.

“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 2017 and Unlimited Tax School Building Bonds, Series 2024 – 2025 Defeasance” and (b) “Midland Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020 – 2025 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, 2025, 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 Statutory Verifications. The Escrow Agent makes the following representation and covenants to enable the Issuer to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary

a. Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes an Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. *No Boycott of Energy Companies.* The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[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

Tucker Durham

July 29, 2025

Overview of Series 2024

(Related to Voter Approved 2023 Bond)

- Sold \$900 million at a premium in March 2024
- \$740 million treasury notes with average yield - 4.78%
 - Current 12 month treasury note yield - 3.98%
 - Two year treasury note yield - 3.78% (June 25, 2025)
- Arbitration yield 3.768206%
- Bond funds and interest earnings can only be used towards projects outlined in November 2023 bond program
- Debt tax collections and interest earnings can only be used to pay back voter approved debt



Overview of Defeasance

- Defeasing debt is when a borrower is able to pay debt off sooner
- Board approved order in September 2025 to defease at a later date
- Not to exceed amount of \$22.5 million
- Expected to save taxpayers \$12.56 million
- No longer outstanding debt prior to voter approved 2023 bond
- **\$92 million saved** in interest since 2012
 - Will increase after August 2025 defeasance
- Upgraded rating to Aaa from Moody's



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.





E. Discussion of and Request for Approval of Resolution to Opt Out of Participation of
Non-Enrollees in UIL Activities

436

Presenter: Wesley Torres & Beau Garza



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented by: Wes Torres, Executive Director of Athletics

Subject: Discussion of and Request for Approval of Resolution to Opt Out of Participation of Non-Enrollees in UIL Activities

Action Item

Executive Summary

In 2021, House Bill 547 gave Texas school districts the option to allow homeschool students to participate in UIL activities if they chose to opt in. Since then, Midland ISD has not opted in, in line with the vast majority of Texas school districts. At this point, 46 out of more than 1,200 districts allowed homeschool students to join UIL activities.

Starting in the 2025-2026 school year, Senate Bill 401 requires districts to allow homeschool participation in UIL unless the board votes to opt out. If the district opts out, they could still participate at the nearest school district that does allow it.

Opting out of homeschool participation in UIL activities allows us to maintain consistent academic standards for all participants, preserve program space and equitable opportunities for our enrolled students, ensure the efficient use of district resources, and address practice time inequities between enrolled and non-enrolled students.

Participation in UIL activities for public school students is directly tied to their academic performance, which we monitor closely using TEA standards. To be eligible for UIL, students must meet the same academic expectations as their classmates, ensuring consistency and accountability across the board.

Protecting program space also ensures our teams and fine arts groups remain open and fair for students enrolled full-time in our schools.

Adding non-enrolled students would place additional demands on staff who are already managing tight schedules and budgets. Coaches, directors, and counselors would have to monitor eligibility and compliance for students who are not otherwise accountable to our daily academic systems. Another concern is practice time. Non-enrolled students have flexibility during the day to train when our enrolled students are in class, creating an unfair advantage we can't regulate.

These same challenges apply to our fine arts programs where daily instruction and participation are vital for success in band, choir, orchestra, dance, and theatre.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

While a recent law provides \$1,500 per UIL activity for non-enrolled participants, this is significantly less than the \$6,215 in funding provided for fully enrolled students. It is also important to note that none of the ISDs in our District 2-6A region currently allow UIL participation for homeschool students.

Recommendation

We recommend that the Board of Trustees approve the resolution to opt out of participation of non-enrollees in UIL activities.

Motion

Motion for Approval of the resolution to opt out of participation of non-enrollees in UIL activities.

**RESOLUTION OF THE BOARD OF TRUSTEES
OF MIDLAND INDEPENDENT SCHOOL DISTRICT
REGARDING THE PARTICIPATION OF NON-ENROLLEES IN UIL ACTIVITIES**

WHEREAS, Texas Senate Bill 401 gives Texas school districts the option to adopt a resolution to opt out of allowing homeschool students to participate in University Interscholastic League (UIL) activities.

WHEREAS, the District wishes to maintain consistent oversight of academic, attendance and conduct standards for UIL participants, and;

WHEREAS, the District wishes to preserve the integrity of extracurricular programs for enrolled students;

NOW, THEREFORE, BE IT RESOLVED,

That the Midland ISD Board of Trustees declines to grant non-enrolled students the opportunity to participate in UIL activities.

PRESENTED AND PASSED on this the _____ day of _____, 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the Board of Trustees of Midland Independent School District.

Brandon Hodges, Board President

ATTEST:

Angel Hernandez, Board Secretary



SENATE BILL 401

WES TORRES

JULY 29, 2025

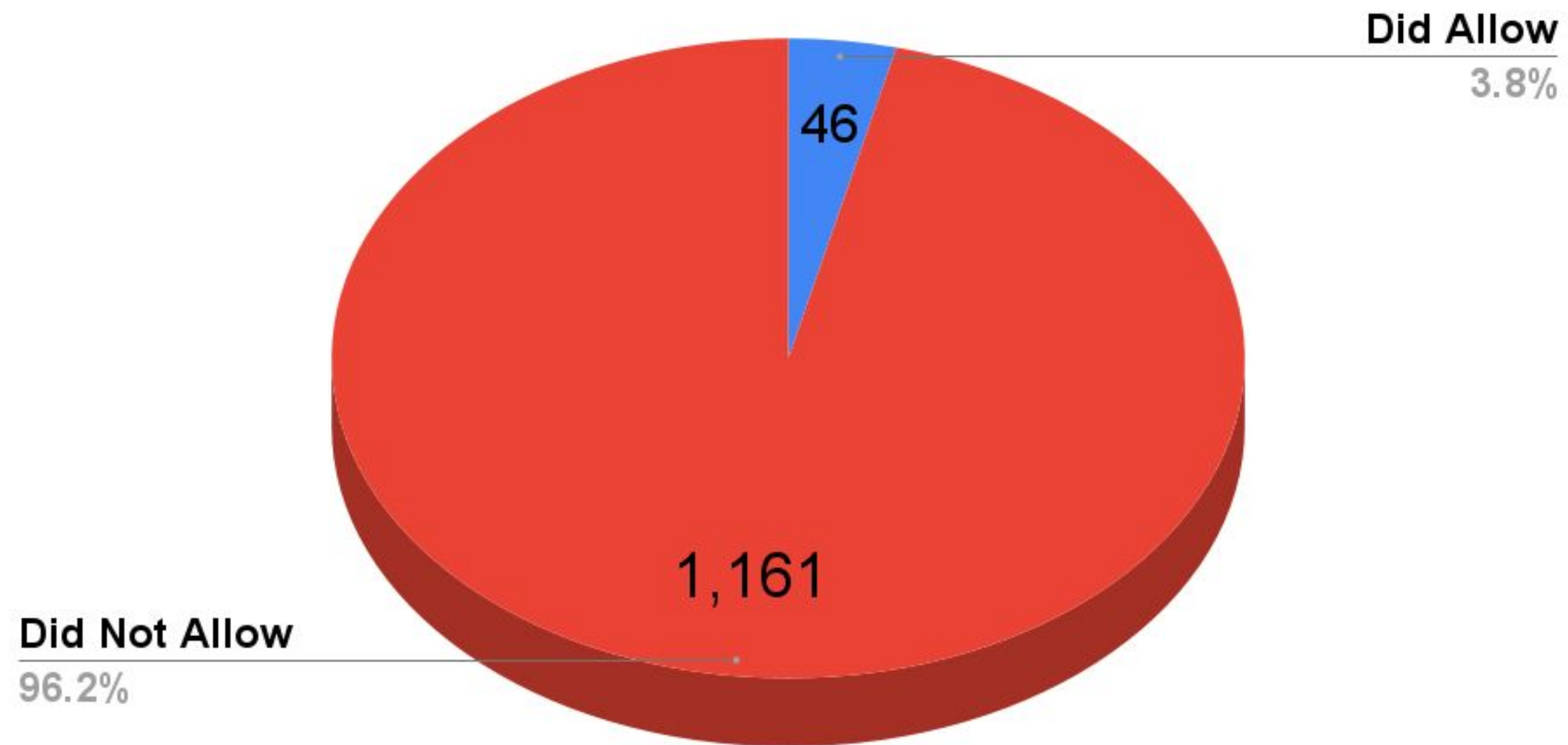
87TH LEGISLATIVE SESSION - 2021

2021-2025 – House Bill 547

- ISDs can OPT IN to allow homeschool participation.
- If an ISD had OPTED IN to allow homeschool participation, homeschool students could participate in UIL activities at the school based on the student's residential address.
- Midland ISD did not OPT IN to allow homeschool participation since the passing of HB 547.

2024-2025

For the 2024-2025 school year, **out of over 1,200 school districts,** only **46** chose to allow homeschool participation.



89TH LEGISLATIVE SESSION - 2025

2025-2026 – Senate Bill 401

- ***Change for 2025-2026:*** ISDs shall provide homeschool participation ***unless the school board votes to OPT OUT*** of allowing homeschool participation.
- The board of trustees may **decline** to grant non-enrolled students access to UIL activities at a campus of the district or school by taking a **record vote** that receives the support of a **majority** of the trustees.
- If the school to which they are zoned OPTS OUT of homeschool participation, homeschool students may participate in UIL activities at the school closest to the student's residential address that *does allow* homeschool participation.

RATIONALE OVERVIEW to OPT OUT

- **Academic Accountability**

- UIL participation for public school students is tied to monitored academic performance and TEA standards.
- Public school students must meet academic standards to participate in UIL activities. These public school students are evaluated using the same grading standards as their classmates.

- **At-Risk Support**

- Extracurricular activities are the best at-risk program for our enrolled students and are a big support for at-risk students.

RATIONALE OVERVIEW to OPT OUT

- Resource Constraints

- Managing non-enrolled students' eligibility adds logistical and administrative strain.

- Practice Time

- Non-enrolled students have the flexibility to practice independently during the school day outside of the designated athletic period, a flexibility that our enrolled students do not have due to their full-day academic schedules.
- These same ideas go hand and hand with our **fine arts programs:**
(Band/Choir/Mariachi/Orchestra/Theatre/Dance/Visual Art)

RATIONALE OVERVIEW to not OPT OUT

- Financial Incentive

- The district is entitled to an annual allotment of \$1,500 per league activity in which the non-enrolled student participates per HB 3708(88th Legislative Session, 2023)
- MISD receives \$6,215 for each enrolled student



F. Discussion of and Request for Approval for the District to Retain Scheef & Stone,
L.L.P., to Represent the District in Oil and Gas and Construction Related Matters
Presenter: Tucker Durham

448



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Tucker Durham, Chief Financial Officer

Subject: Discussion of and Request for Approval for the District to Retain Scheef & Stone, L.L.P. to represent the District in Oil & Gas and Construction Related Matters

Action Item

Financial Impact:

n/a

Board Goals/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary:

On January 21, 2025 the board approved the intent to lease certain land owned by the district for mineral development. Due to this, the district issued RFP # 24-214 Oil and Gas Lease for San Jacinto, Bowie, & Agriculture Barn on January 25th. It was advertised for three consecutive weeks: January 25, 2025, January 31, 2025, and February 7, 2025. Seven hundred eighty-four (784) invitations were issued. Only One (1) vendor submitted a proposal out of the invitations. The proposals were opened at 2:00 P.M. CST on February 14, 2025.

The lease agreement has two components that benefit the district financially. The first is the lease bonus paid upon execution of the agreement, which is a negotiated amount paid per acre on the number of acres in each location and the second is the annual royalties received. Any funds received by the district related to minerals are not subject to recapture and would help further offset the districts current budget.

To ensure the district is negotiating the best deal for our students and staff, we are requesting to retain an oil & gas firm that has expertise reviewing contracts to ensure they're in line with the market. The intent is for them to review and make recommendations for negotiations, then bring the negotiated contract before the board later this fall. The district is also recommending the firm be utilized for construction-related matters as we continue work related to bond 2023.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Recommendation:

The administration recommends the Board of Trustees approve for the district to retain Scheef & Stone, L.L.P. to represent the district in oil & gas and construction related matters

Contact Person:

Tucker Durham, Chief Financial Officer

Enclosure:

Terms of Engagement

10. Information Items	
A. Reportable Purchase Orders Over \$50,000	



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Tucker Durham, Chief Financial Officer

Subject: Reportable Purchase Orders over \$50,000 - June 2025

Information Item

Financial Impact

Estimated amount (s); see the attachment.

Board Goal/Strategic Plan Goals

CH (Local)

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 shall subsequently be reported to the Board at the following monthly Board meeting:

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

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Purchase Orders Over \$50K Report

Reportable Purchase Orders over \$50,000 - June 2025

Purchase Order	Vendor	Description	Contract	Amount	Funding Source
4102500027	Amplify Education, Inc	2025-2026 Amplify TX ELAR, SLAR, and Boost Reading Texas Material Grades: k-5th Elementary:Bonham, Bowie, Bunche, Burnet, Bush, De Zavala, Emerson, Fannin, Fasken, General Franks, Greathouse, Henderson, Jones, Lone Star Trails, Long, Parker, Rusk, Santa Rita, Scharbauer, South, Yarbrough	Buyboard # 748-24	\$359,282.23	IMTA Funds
4102500025	Amplify Education, Inc	2025-26 Amplify ELAR Materials Grades 6th - 8th for Junior High: Abell, Alamo, Goodard, San Jacinto, MAP	Buyboard # 748-24	\$248,676.48	IMTA Funds



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025
Presented by: Jessie Garcia, Chief of Human Capital Management
Subject: Human Capital Monthly Routine Personnel Report

Information Item

Financial Impact

N/A

Board Goal/Strategic Plan Goals

Grow & Develop Staff

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

Executive Summary

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

Contact Person

Jessie Garcia

Enclosure

Staffing Update

Routine Personnel Recommendations, Resignations and Retirements



STAFFING UPDATE

July 2025

District Resignation/Retirement data as of June 30, 2025

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

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2021-2022	57	74	92	98	109	136	144	157	174	181	261	505	505
2022-2023	3	34	52	69	86	112	125	132	148	152	266	465	465
2023-2024	3	8	26	36	44	74	93	103	109	121	234	386	386
2024-2025	1	13	20	31	41	63	72	82	92	105	306	342	342

SY23-24 YTD = 386

SY24-25 YTD = 342

Difference YTD = 44

Summary:

Lowest separation numbers YTD in the last 4 years: **44**

Top Separation Reasons:

- Other Education Employment
- Retirement

Special Note: The information contained in the table above is a snapshot of the data as of June 30, 2025. 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 2025

Teacher fill rate as of June 30, 2025: **95%**

Bus Driver fill rate as of June 30, 2025: **99%**



OFFICE OF HUMAN CAPITAL MANAGEMENT
 615 W. Missouri Avenue, Midland, Texas 79701
www.midlandisd.net

June 2025 Recommendations

ELEMENTARY LEVEL RECOMENDATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
OLIVAS, JESSICA	JRHS - SECRETARY	ALAMO JUNIOR HIGH	6/16/2025

SECONDARY LEVEL RECOMENDATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE

ADMINISTRATIVE LEVEL RECOMMENDATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
THATCHER, CHET	POLICE-OFFICER	ADMINISTRATION	6/2/2025

AUXILIARY LEVEL RECOMMENDATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE



June 2025 Resignations

ELEMENTARY LEVEL RESIGNATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
KENDRICK, DEBORAH	ELEM - ASSISTANT PRINCIPAL	EMERSON ELEMENTARY	6/25/2025
LUSK, KYMBERLIEGH	ELEM - SECRETARY	EMERSON ELEMENTARY	6/30/2025
MARTINEZ, SARAH	ELEM - SECRETARY	CARVER CENTER	6/30/2025
SALGADO MOYA, GABRIEL	ELEM - PRINCIPAL	PEASE COMM-TECH ACADEMY	6/30/2025
SHELTON, SUE	ELEM - ASSISTANT PRINCIPAL	FASKEN ELEMENTARY	6/25/2025
SMITH, JARED	ELEM - PRINCIPAL	RUSK ELEMENTARY	6/30/2025
TERRAZAS, JACQUELINE	ELEM - ASSISTANT PRINCIPAL	RUSK ELEMENTARY	6/25/2025

SECONDARY LEVEL RESIGNATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
ANDERSON, AMANDA	SRHS - ASSISTANT PRINCIPAL	LEGACY SENIOR HIGH	6/25/2025
CUNNINGHAM, LINDSEY	SRHS - SECRETARY	LEGACY SENIOR HIGH	6/30/2025
ETZEL, MICHELENE	SRHS - PRINCIPAL	LEGACY SENIOR HIGH	6/30/2025
GOODSON, CHARLIE	JRHS - ASSISTANT PRINCIPAL	ABELL JUNIOR HIGH	6/25/2025
JACK, CRYSTAL	SRHS - ASSISTANT PRINCIPAL	MIDLAND SENIOR HIGH	6/25/2025
LOZANO, YVETTE	FRHS - COUNSELOR	LEGACY FRESHMAN HIGH	6/25/2025
ORNELAS, VICTORIA	SRHS - SECRETARY	MIDLAND SENIOR HIGH	6/30/2025
PHILLIPS, NICOLE	SRHS - COUNSELOR	MIDLAND SENIOR HIGH	6/25/2025
POST, LINDSEY	ATHLETIC TRAINER	MIDLAND SENIOR HIGH	6/25/2025
RAMIREZ, MONICA	JRHS - ASSISTANT PRINCIPAL	GODDARD JUNIOR HIGH	6/25/2025
TURNEY, KELLI	JRHS - COUNSELOR	GODDARD JUNIOR HIGH	6/25/2025

ADMINISTRATIVE LEVEL RESIGNATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
AGUIRRE, JACQUELINE	BUDGET	ADMINISTRATION	6/30/2025
ALVARADO LOPEZ, MAYRA	SPECIAL SERVICES SUPERVISOR	ADMINISTRATION	6/25/2025
AVILA, ALAN	POLICE-OFFICER	ADMINISTRATION	6/5/2025
BARRERA, KARINA	HUMAN RESOURCES	ADMINISTRATION	6/30/2025
BROCKINGTON, GREYSON	CABLE INST / PC TECH	ADMINISTRATION	6/9/2025
CARPENTER, LALENA	CAREER ENDORS COUNS	ADMINISTRATION	6/25/2025
CURA, DOLLYE	SPECIAL SERVICES SUPERVISOR	ADMINISTRATION	6/25/2025
DE LA ROSA, HIRAM	HUMAN RESOURCES	ADMINISTRATION	6/30/2025
EATON, SAMUEL	COMMUNICATIONS	ADMINISTRATION	6/30/2025
FARIS, BETSY	COMMUNICATIONS	ADMINISTRATION	6/30/2025
GOODMAN, KATRENA	SPECIAL SERVICES SUPERVISOR	ADMINISTRATION	6/25/2025
HALE, TONIA	1882 PARTNERSHIP	ADMINISTRATION	6/30/2025
HOPKINS, KENDRA	DIST COMMUNITY CONNECTIONS & FOUNDATION	ADMINISTRATION	6/5/2025
KINCHEN, GEORGIA	PURCHASING SPECIALIST	ADMINISTRATION	6/30/2025
LARA, SORAYEANNA	COMMUNICATIONS	ADMINISTRATION	6/10/2025
MELCHOR, AMANDA	TEACHING & LEARNING	ADMINISTRATION	6/30/2025
REDMAN, JESSICA	SCHOOL LEADERSHIP	ADMINISTRATION	6/30/2025
ROSS, KRISTIN	TEACHING & LEARNING	ADMINISTRATION	6/30/2025
RUIZ, BRENDA	SPECIAL SERVICES SUPERVISOR	ADMINISTRATION	6/25/2025

AUXILIARY LEVEL RESIGNATIONS

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
KNIGHT, LEE	IRRIGATION INSTALLER	OPERATIONS	6/20/2025
SHELTON, GREGORY	FACIL-COMPL & CONTRL SUP	OPERATIONS	6/30/2025
BOETHEL, ALBERTA	SUPERVISOR	OPERATIONS	6/30/2025
BENTANCUR, LISA	CUSTODIAN	OPERATIONS	6/18/2025
CHIRINOS, MILAGROS	CUSTODIAN	OPERATIONS	6/30/2025
CORRAL, CYNTHIA	CUSTODIAN	OPERATIONS	6/5/2025
CORTEZ, MONIQUE	CUSTODIAN	OPERATIONS	6/5/2025
JIMENEZ MEDINA, ITALO	CUSTODIAN - NIGHT SHIFT	OPERATIONS	6/19/2025
MORALES GONZALEZ, MINERVA	CUSTODIAN	OPERATIONS	6/30/2025
SANTOS REYNA, JOSE	CUSTODIAN	OPERATIONS	6/6/2025
WARREN, STEVEN	CUSTODIAN	OPERATIONS	6/5/2025
REYES, NICOLAS	CNS ASSISTANT DIRECTOR	OPERATIONS	6/30/2025

RETIREMENTS/OTHER

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
ARTHUR, JILL	ELEM - PRINCIPAL	YARBROUGH ELEMENTARY	6/30/2025
BYRNE, CARLA	FRHS - COUNSELOR	LEGACY FRESHMAN HIGH	6/25/2025
COLLINS, DAVID	FOREMAN, ELECTRICAL	SCHOOL PLANT SERVICES	6/30/2025
DAVIS, CHRISTINA	ELEM - SECRETARY	YARBROUGH ELEMENTARY	6/30/2025
DAVIS, JESSICA	DIAGNOSTICIAN-LEAD	ADMINISTRATION	6/12/2025
DONALDSON, CARLA	SCAD - ASSISTANT PRINCIPAL	YOUNG WOMEN'S LDSHP ACAD	6/25/2025
GAMBOA, SYLVIA	CUSTODIAN-HEAD ELEM/C.O.	CUSTODIAL SERVICES	6/30/2025
GEE, WENDY	SEC - EX DIR OF CCMR / CTE	ADMINISTRATION	6/30/2025
GOLSON, BLANCA	SRHS - PRINCIPAL	EARLY COLLEGE H S @ MC	6/30/2025
GONZALES, CONSEPCION	SEC - EX DIR OF BIL / ESL	ADMINISTRATION	6/30/2025
JACKSON, BILLY	CUSTODIAN	CUSTODIAL SERVICES	6/30/2025
KLATTENHOFF, ELAYNE	SPEECH PATHOLOGIST LEAD	ADMINISTRATION	6/12/2025
MOORE, DAVID	SRHS - ASSOCIATE PRINCIPAL	MIDLAND SENIOR HIGH	6/30/2025
RENO, TIMOTHY	COMPUTER TECHNICIAN	ADMINISTRATION	6/11/2025
SANCHEZ, TONYA	ELEM - PRINCIPAL	GREATHOUSE ELEMENTARY	6/30/2025
VINCENT, JAY	TECH INTEGRATION COORDINATOR	ADMINISTRATION	6/30/2025
WATKINS, MICHELLE	ELEM - ASSISTANT PRINCIPAL	GEN FRANKS ELEMENTARY	6/25/2025
WESTBY GARCIA, DAWN	JRHS - COUNSELOR	ALAMO JUNIOR HIGH	6/25/2025



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: July 29, 2025

Presented By: Tucker Durham, Chief Financial Officer

Subject: Cooperative Management Rebate Report

Information Item

Financial Impact

Rebates:

Buy Board	\$115,689.00
TIPS USA	\$3,569.69
TexBuy	\$10,862.01
Total	\$130,120.70

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, issuing 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 \$130,120.70 in rebates from competitively bid contracts awarded through the following cooperatives for the July 2025 - June 2026 fiscal year.

Contact Person

Albert Valencia, Director of Purchasing and Contracts

Enclosure

N/A

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.

S.H. b/n/f Dennis & Brandy Hart v. Midland Independent School District, MO:24-cv-00131-DC-RCG (W.D.Tex.)

- 1) Update from attorney on potential settlement offer
- 2) Seek advice of attorney on potential settlement offer

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

- A. Discuss and Consider Action on Settlement Offer

13. Adjourn

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 _____.